
COLLECTIVE AGREEMENT

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, and its
LOCAL 5524.00 (SESSIONAL EMPLOYEES)**

AND

THE UNIVERSITY OF WATERLOO

Expiry: April 30, 2027



Table of Contents

TERRITORIAL ACKNOWLEDGEMENT	1
ARTICLE 1 – PURPOSE AND RECOGNITION	2
ARTICLE 2 – MANAGEMENT RIGHTS	2
ARTICLE 3 – SCOPE	3
ARTICLE 4 – EMPLOYEE DUTIES	3
ARTICLE 5 – UNION SECURITY	5
ARTICLE 6 – NO STRIKE/LOCKOUT	5
ARTICLE 7 – UNION INFORMATION	5
ARTICLE 8 – UNION REPRESENTATION	6
ARTICE 9 – DISCIPLINE	7
ARTICLE 10 – DISCRIMINATION AND HARASSMENT	9
ARTICLE 11 – ACCOMMODATIONS	11
ARTICLE 12 – LABOUR RELATIONS COMMITTEE	12
ARTICLE 13 – GRIEVANCE PROCEDURE	13
ARTICLE 14 – ARBITRATION PROCEDURE	16
ARTICLE 15 – POSTING, SELECTION, INCUMBENCY, AND SENIORITY	17
ARTICLE 16 – TECHNOLOGY AND INSTRUCTION	20
ARTICLE 17 – TRAINING OPPORTUNITIES	21
ARTICLE 18 – PROFESSONAL ADVANCEMENT	21
ARTICLE 19 – PARTICIPATION IN DEPARTMENTAL MEETINGS	22
ARTICLE 20 – TEACHING ASSISTANT SUPPORT	22
ARTICLE 21 – ACADEMIC FREEDOM	22
ARTICLE 22 – INTELLECTUAL PROPERTY	23
ARTICLE 23 – EMPLOYEE PRIVACY	23
ARTICLE 24 – EVALUATION AND EMPLOYEE FILES	25

ARTICLE 25 – OFFICE SPACE AND FACILITIES.....	26
ARTICLE 26 – DOSSIERS	28
ARTICLE 27 – HEALTH AND SAFETY	28
ARTICLE 28 – HOLIDAYS	30
ARTICLE 29 – WAGES	30
ARTICLE 30 – PENSION PLAN.....	33
ARTICLE 31 – BENEFITS	34
ARTICLE 32 – ALLOWANCES.....	34
ARTICLE 33 – UNION LEAVES AND ENTITLEMENTS	35
ARTICLE 34 – LEAVES.....	36
ARTICLE 35 – CORRESPONDENCE.....	37
ARTICLE 36 – DURATION	37
LETTER OF UNDERSTANDING	39
LETTER OF UNDERSTANDING	41

TERRITORIAL ACKNOWLEDGEMENT

CUPE Local 5524 works on the traditional territories and lands of the Neutral, Anishinaabeg, and Haudenosaunee peoples. Our employer, the University of Waterloo, is situated on the Haldimand Tract, land that was granted to the Six Nations, which originally included six miles on each side of the Grand River flowing from its source to its mouth. Engagements with and interactions within these traditional territories have been (and are currently) informed by agreements and living treaties based on specific principles and responsibilities regarding land and relationships. We at 5524 aim to be guided by the principles of peace, friendship, mutual respect, and collectivism represented in these agreements.

The Parties agree to discuss any desired changes to this Territorial Acknowledgement in good faith during the term of this Agreement.

ARTICLE 1 – PURPOSE AND RECOGNITION

- 1.01 The general purpose of this Collective Agreement (hereinafter the “Agreement”) is to establish an orderly, collegial collective bargaining relationship between the Employer and the Union (collectively the “Parties” and singly a “Party”), including creating a process for the prompt and orderly resolution of any disputes that may arise between them, setting forth rates of pay and other working considerations, and to promote good morale and well-being of all Bargaining Unit employees.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Parties agree it is the exclusive right of the Employer to exercise all functions associated with the operation of the institution and the direction of its workforce, except as expressly limited by the provisions of this Agreement. Without limiting the generality of the foregoing, the Employer’s exclusive rights include:
- I. hiring, directing, appointing, promoting, laying-off, transferring, and/or classifying employees;
 - II. reprimanding, suspending, dismissing or otherwise disciplining employees for just cause;
 - III. determining the size and composition of the workforce;
 - IV. managing and operating the enterprise in which the Employer is engaged, including determining the courses to be taught and number of sections of each course, format of course delivery, course enrollment, supporting resources for courses, work to be done, locations of work, work schedules, and equipment to be used;
 - V. establishing, posting and enforcing reasonably, policies, guidelines, rules and regulations not inconsistent with the provisions of the Agreement, governing the conduct of the employees; and
 - VI. maintaining efficiency and otherwise generally managing the University, including establishing terms and conditions of employment not in conflict with the provisions of this Agreement.

The Employer agrees that the rights noted above shall not be exercised in a manner that is arbitrary, discriminatory, in bad-faith, or inconsistent with the provisions of this Agreement.

ARTICLE 3 – SCOPE

3.01 The Employer recognizes the Union as the exclusive bargaining agent for the following group of employees (the "Bargaining Unit"):

All employees of the University of Waterloo employed in the Province of Ontario engaged in instructing, teaching, and/or lecturing as per an appointment of less than one year in duration, save and except:

- a) Chairs, including Associate Chairs, and persons above the rank of Chair and any other persons employed in a managerial capacity or a confidential capacity in matters related to labour relations as per Section 1 (3)(b) of the *Labour Relations Act* of Ontario;
- b) persons who fall within the group of employees covered by the Faculty Association of the University of Waterloo ("FAUW") Memorandum of Agreement as of December 6, 2022, including those engaged in instructing, teaching, and/or lecturing on an overload appointment;
- c) persons who fall within the group of employees represented by the University of Waterloo Staff Association ("UWSA") while performing work captured by the UWSA Memorandum of Agreement as of December 6, 2022, whether or not such persons become members of the UWSA;
- d) postdoctoral scholars or fellows, and research associates;
- e) persons engaged by the Employer to provide instructing, teaching, and/or lecturing in courses which are not regularly part of a degree granting program (e.g. courses provided by WatSPEED); and
- f) persons otherwise represented by a trade union in their employment with the Employer.

Work performed by individuals in the positions noted in clauses (c), (d), (e), and (f) is not Bargaining Unit work. However, nothing will prevent any such individual from also being separately employed to perform Bargaining Unit work and thereby being covered by the terms of this Agreement with respect to such work.

ARTICLE 4 – EMPLOYEE DUTIES

4.01 Bargaining Unit employees will be appointed to teach sections of courses for the Employer ("Appointments"). Each section of a course taught will represent a separate Appointment, except as described below. Bargaining Unit employees may have more than one Appointment during any particular Term.

The Parties agree that two or more courses held with each other, cross-listed, and/or otherwise taught together shall constitute only one Appointment, despite each course cross-listed together representing its own course section.

4.02 Appointments will generally begin on the sixteenth of the month prior to the month in which the Term begins and end on the last day of the month in which the Term ends. The period prior to the Term is for preparing course materials. Employees are expected to complete all work prior to the last day of the Appointment.

4.03 The specific duties of Bargaining Unit employees for each Appointment will vary based on a variety of factors, including the course taught and the Faculty in which the course is taught. However, without limiting the foregoing or the Employer's rights under Article 2, the Parties agree Bargaining Unit employees shall be required to:

- i. develop suitable course and teaching materials in advance of the start of the Term, as well as make reasonable modifications to courses and teaching materials during the Term to respond to circumstances external to the Employer (subject to established practices and limitations related to hours of work);
- ii. perform assigned teaching duties and similar duties associated with courses;
- iii. maintain a positive learning environment for students enrolled in the Bargaining Unit employee's course(s);
- iv. be fair and diligent in grading student assignments, tests, and other evaluations, including being transparent in assessment criteria;
- v. submit final student grades and provide access to student assessment records to the Department;
- vi. be reasonably accessible to students for consultations and other communications;
- vii. ensure class cancellations and/or rescheduling are communicated to students in a timely manner;
- viii. manage teaching assistants assigned to courses, including managing teaching assistant workload, subject to any terms and conditions in this Agreement;
- ix. attend field trips and other off-campus trips, events, or excursions with students, including potential multi-day trips, events, or excursions, ensuring applicable safety forms are complete and that Policy 34 - Health, Safety, and Environment and Safety Office requirements are complied with;

- x. follow workplace directions from managerial employees such as Deans, Associate Deans, Chairs, and Associate Chairs and others responsible for administration in the faculties such as Administrative Officers; and
- xi. abide by applicable workplace rules, policies, and procedures, including Policies implemented or amended pursuant to Policy 1 - Initiation and Review of University Policies.

ARTICLE 5 – UNION SECURITY

- 5.01 The Employer agrees to deduct from the wages of every employee in the Bargaining Unit a sum equal to the dues and/or assessments determined by the Union and communicated in writing, by the Secretary Treasurer of the Local, to the Employer. The Union shall provide at least forty-five (45) days advanced written notice of a change in dues and/or assessments. The Employer shall remit such dues and/or assessments to the Union by the fifteenth of the month following the month for which the dues and/or assessments were deducted. Along with each monthly remittance to the Union, the Employer shall provide a list of all Bargaining Unit employees from whom dues and/or assessments were deducted, including the amount deducted and the wages earned by the employee that month.
- 5.02 The Union shall indemnify and save harmless the Employer from any legal actions or claims, and any other liabilities, arising from the application of Article 5.01 above, except for any legal actions or claims resulting from the Employer's error or breach of this Agreement.

ARTICLE 6 – NO STRIKE/LOCKOUT

- 6.01 The Parties agree there shall be no strikes or lockouts while the Agreement is in operation. The meaning of "strike" and "lock-out" shall be as defined by the *Labour Relations Act*.

ARTICLE 7 – UNION INFORMATION

- 7.01 Within five (5) working days following the first payroll date in each of the fall, winter, and spring academic terms (the "Terms"), the Employer shall provide the Union with a list of all employees in the Bargaining Unit, as well as the following (where available) for each such employee:
- payroll number;
 - name;

- address;
- telephone number;
- personal email address;
- institutional email address;
- faculty and department of employment (for each Appointment);
- starting pay date and anticipated ending pay date;
- position code;
- monthly rate of pay, including any vacation pay paid; and
- names of Bargaining Unit employees are entitled to participate in the pension plan as a result of Bargaining Unit employment.

The above information will be provided by the Employer via an electronic spreadsheet.

7.02 Along with the information noted in Article 7.01 above, the Employer will also provide the number of Bargaining Unit positions broken down by Faculty and Department, as well as the total wages paid to Bargaining Unit employees during the previous pay period, broken down by Faculty and Department. If the Employer is required to provide the Union with other information identified elsewhere in the Agreement related to the hiring of Bargaining Unit employees, the Employer will provide such information in accordance with this Article.

7.03 The Employer shall ensure a downloadable digital copy of this Agreement is available on an Employer website and is readily accessible by Bargaining Unit employees. The Employer shall be responsible for communicating such website to Bargaining Unit employees when confirming their Appointment. Where necessary, the Employer shall ensure that Bargain Unit employees with visual impairments have access to a copy of the Agreement in an appropriate and accessible format.

ARTICLE 8 – UNION REPRESENTATION

8.01 The Employer and Union agrees that no employee or group of employees shall be entitled to represent the Union, without the proper authorization of the Union, and the Employer shall have no obligation to deal with unauthorized employees on Union matters.

8.02 The Union shall provide the Employer, in writing, with the names of up to seven (7) Unit 0 Steward(s), one additional person designated as Unit 0 Lead Steward, the Local Officers, as well as the name(s) of its Union National Representative(s). The Employer shall be obligated to recognize the status of such persons, only from the date of such written notice. Likewise, the Employer shall supply the Union with a list of its designated authorities with whom the Union may be required to transact business.

The Lead Steward and each Steward must be a current or former (within the past 20 months) employee in the Bargaining Unit.

- 8.03 The Union will have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representatives of the Union will have access to the Employer's premises as may be reasonably necessary to deal with any matters arising out of this Collective Agreement.

ARTICLE 9 – DISCIPLINE

- 9.01 Discipline for Bargaining Unit employees shall be for just cause only.
- 9.02 Discipline, if taken, will be one of the following Disciplinary Penalties, listed in order of increasing severity: a verbal warning, a written warning, suspension without pay, and dismissal. The Employer agrees to give effect to the concept of progressive discipline, although this shall not preclude the Employer from issuing a more significant Disciplinary Penalty as a first step in cases where it is reasonable and demonstrably proportionate to the specific misconduct.
- 9.03 Prior to the imposition of any discipline, the Employer shall be entitled to investigate potential disciplinary issues. The Employer may impose a non-disciplinary suspension with pay during the period of an investigation of potential disciplinary issues. Disciplinary investigations shall be conducted confidentially by the Employer.
- 9.04 Bargaining Unit employees are entitled to have the Lead Steward or a Steward, if appointed, present at any meeting where a disciplinary issue is investigated, discussed, or where a Disciplinary Penalty may be imposed. The Employer shall notify the employee in writing of this right prior to any meeting covered under this Article 9, with a copy to the Lead Steward and Recording Secretary. Notwithstanding the preceding, a supervisor may provide direction to an employee in situations where the safety and security of the university community is at risk without a Union representative present.
- 9.05 Prior to issuing a Disciplinary Penalty, the Employer shall convene a meeting, to provide the Bargaining Unit employee an opportunity to respond to relevant allegations. The Employer will notify the employee in writing at least two (2) working days in advance of the meeting. This written notice shall contain the nature of the meeting, the allegations to be discussed, the time and location of the meeting, that a Steward or Lead Steward may attend the meeting, should the employee choose, in accordance with Article 9.04, and the overall basis for the proposed discipline.

- 9.06 After the meeting contemplated by Article 9.05, Disciplinary Penalties shall be documented by way of written correspondence (i.e. letter, email, etc.) being sent within five (5) working days of said meeting to the Bargaining Unit employee stating the basis for the discipline and the penalty imposed. The Lead Steward or, if appointed, the applicable Steward, will be copied on or receive a copy of such written correspondence, regardless of whether the employee elected to have them present at the meeting in 9.05. Provided that there has been no subsequent disciplinary action for similar behaviour, all documents relating to disciplinary action shall be removed from the employee's disciplinary record after twelve (12) months of further active employment in the Bargaining Unit after the date of the meeting at which it was issued.
- 9.07 Any employee who has been disciplined may, through the Union, present a grievance without going through the Informal Process as outlined in Article 13.04.
- 9.08 Any informal discussion (such as coaching, advice, or recommendations for improvement) shall not be considered discipline and may be had without first notifying the Union. These informal discussions shall not form part of the employee's disciplinary record. These informal discussions shall not be used for the purposes of discipline provided that the employee has had twelve (12) months of active employment without related informal discussions.
- 9.09 If a Bargaining Unit employee has more than one Appointment, the Employer shall not be required to engage in separate disciplinary processes to dismiss the employee for cause from employment in the Bargaining Unit. A dismissal for cause shall result in the employee being dismissed from all Appointments held under this Agreement.
- 9.10 No Bargaining Unit employee who exercises any supervisory authority over another CUPE Local 5524 member shall be required to attend any disciplinary meetings where such other Local 5524 member is present. The Bargaining Unit employee who exercises supervisory authority shall refer performance or other potential disciplinary issues related to other Local 5524 members to their immediate supervisor (e.g. the Chair). The Employer retains the right to interview the Bargaining Unit employee exercising supervisory authority as part of any investigation or disciplinary process. This Article, 9.10 in no way relieves the Bargaining Unit employee exercising supervisory authority from any normal supervisory duties or responsibilities.
- 9.11 No Bargaining Unit member who exercises supervisory authority over another CUPE Local 5524 member shall suffer any penalty in their employment or academic standing for exercising their rights under this Article 9.

ARTICLE 10 – DISCRIMINATION AND HARASSMENT

10.01 DISCRIMINATION

The Employer and the Union agree that, in accordance with the *Human Rights Code*, there shall be no discrimination, interference, restriction, coercion, or harassment exercised or practiced against Bargaining Unit employees by reason of age, race, creed, colour, national origin, language of origin, ethnic origin, ancestry, citizenship, caste, religious affiliation or belief, sex, gender, marital or parental status, number of dependants, sexual orientation, sexual identity, or sexual expression, gender identity or expression, record of offences (unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment), or disability (including AIDS/HIV status).

The Employer further agrees that there will be no discrimination, interference, restriction, coercion, or harassment against Bargaining Unit employees due to characteristics which are not relevant to an employee's ability to perform their duties, such as physical attributes.

The Employer will not rely on an employee's visa/immigration status as a basis to threaten or coerce an employee. The Union recognizes that employees must be legally entitled to work in Canada.

The Employer agrees that no individual who is or has been employed in this Bargaining Unit shall be penalized in their student or employment status for the exercise of any of their rights under this Agreement or by reason of their membership or non-membership or lawful activity or lack of activity in the Union (unless Union membership is a condition of employment required by this Agreement).

The Employer and the Union agree that members have the right to be referred to by their specified gender pronouns, and that intentional refusal to refer to any person by their specified gender pronouns constitutes discrimination and harassment.

10.02 HARASSMENT

The Union and the Employer recognize the right of employees to work in an environment free from harassment and agree to take all reasonable and appropriate actions to foster such an environment. Harassment in the workplace means engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome, and includes Sexual Harassment.

Sexual Harassment shall be defined as comment or conduct where acceptance of sexual advances is a condition of education or employment, or where rejection of sexual advances negatively impacts decisions that concern the recipient (e.g., grades,

performance evaluation or any academic or employment decisions) or where unwelcome sexual advances, comment, conduct or communications interfere with the recipient's work or study.

10.03 HARASSMENT COMPLAINT PROCEDURE

The Employer agrees that no individual who is or has been employed in the Bargaining Unit or any employee in the bargaining unit shall be penalized in their student status or employment status as result of suffering work-related harassment.

On receipt of a complaint alleging harassment or discrimination from or against a Bargaining Unit employee, the Employer will advise the employee(s) of their right to Union representation in connection with the complaint. For clarity, employees shall be permitted to decline such Union representation. In these cases, the refusal of representation will be recorded in writing. The Employer will follow University Policy 33 – Ethical Behaviour, or any successor policy, to address the complaint, subject to the provisions of the Agreement. The Union may choose to file a Grievance as an alternative to proceeding through the processes in Policy 33 or any successor policy.

If the Union files a Grievance regarding workplace harassment or discrimination while the processes contemplated by Policy 33, or a successor policy, remain ongoing (i.e. while the matter is being investigated and the Employer is determining an appropriate response), the Grievance process outlined in Article 13 will be paused, upon mutual consent of the Union, Employer, and employee, until the process contemplated in Policy 33 is completed. Such consent shall not be unreasonably denied. The Employer shall ensure that the processes under Policy 33 will be completed as quickly as reasonably possible and in accordance with the timelines in Policy 33.

10.04 INTERIM MEASURES

The Parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and alleged respondent, or other interim measures. Decisions with respect to such interim measures shall not be grievable, except the complainant may grieve that the Employer's failure to implement appropriate interim measures represents an unacceptable risk. Such interim measures are not disciplinary in nature, and no Bargaining Unit employee will suffer a loss of pay as a result of an interim measure.

10.05 TIMELINES

Notwithstanding Article 13 and understanding the complex nature of harassment and discrimination complaints, in the case of Grievances related to harassment and

discrimination the Informal Resolution process contemplated in Article 13.04 may be omitted.

Decisions with respect to interim measures, if grievable, may be grieved within twenty-one (21) calendar days of the receipt of the Employer's decision to implement (or not) interim measures, in accordance with Article 13.06.

Notwithstanding the timelines in Article 13, Grievances related to harassment and discrimination shall be filed within twelve (12) months of the behaviour that led to the Grievance. In situations of sexual violence or where other compelling reasons exist, this timeline shall be extended beyond twelve (12) months. However, where the Grievance relates to the outcome of an investigation, the Grievance shall be filed in accordance with the timelines in Article 13.06, with the timelines running from the date the investigative findings were provided to the grievor.

10.06 REPRISAL

No employee shall be penalized in employment for bringing forward a Grievance or complaint related to harassment or discrimination in good faith, or for cooperating, in good faith, in the resolution or investigation of any Grievance or complaint.

ARTICLE 11 – ACCOMMODATIONS

- 11.01 The Parties acknowledge and agree that they each have a legal responsibility to facilitate accommodations for Employees pursuant to the Ontario *Human Rights Code*, (the “Code”) as amended. The University has an obligation to provide reasonable accommodation for human rights needs up to the point of undue hardship.
- 11.02 Employees shall inform the University if they are seeking an accommodation. The identity of the employee making the request, and the fact and nature of the request, shall remain confidential, and shall only be released on a need-to-know basis or with the express consent of the employee concerned.
- 11.03 Employees have a right to CUPE 5524 representation at meetings regarding requests for accommodation. It is the responsibility of employees to procure Union representation at such meetings. The Employer shall be obligated to inform the employee of their right to have Union representation at such meetings.
- 11.04 Where appropriate, accommodation plans will be time limited and kept confidentially.
- 11.05 Information relating to requests for accommodation and accommodation plans will be kept in accordance with the *Freedom of Information and Protection of Privacy Act*, the *Code*, and any relevant University policies.

- 11.06 Persons with disabilities shall be accommodated based on disability-related needs, to the point of undue hardship. The Employer's accommodation obligations may require it to purchase special equipment or other resources to assist employees in the performance of their teaching, demonstrating, tutoring or marking. The Employer's accommodation obligations may also require it to re-assign classrooms and/or office space to Bargaining Unit employees. The applicable Employer office responsible for workplace accommodations will act as liaison between employees with disabilities seeking accommodations and applicable management representatives.

ARTICLE 12 – LABOUR RELATIONS COMMITTEE

- 12.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour Relations Committee consisting of up to six representatives from the Employer and up to six representatives from CUPE Local 5524 (Unit 0 and Unit 1 combined). For the purposes of this Article 12 and Labour Relations Committee affairs, the Union "Party" is understood to include both Unit 0 and Unit 1. The Union's representatives must include the Lead Steward and the Employer's representatives must include the Director, Faculty Relations. Representatives may be changed by providing notice to the other Party. As appropriate, either Party may also propose to the other, with reasonable advanced notice, that guests with relevant knowledge or expertise attend to speak to specific agenda items.
- 12.02 The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this Agreement. However, neither the Employer nor the Union shall act in a manner contrary to the written, jointly agreed upon recommendations of the Committee without having first informed the Committee in writing. A representative of each Party shall be designated as a joint Co-Chair, and the two persons so designated shall alternate in presiding over meetings.
- 12.03 The Committee will schedule three regular meetings per calendar year. The meetings shall occur around the beginning of each Term. Agenda items may be proposed by either Party.
- 12.04 Either Party may request more frequent meetings outside of the regular meetings noted in Article 12.03 and where practicable, the Parties will meet within ten (10) working days of either Party communicating to the other Party, in writing, its desire to hold a Committee meeting. Notice of desire to hold a Committee meeting must be accompanied by a written agenda, outlining the issues the Party calling the meeting

wishes to discuss. The other Party shall have five (5) working days to add additional issues to the agenda.

- 12.05 In addition to discussing issues of mutual importance, which may include issues related to discrimination and/or harassment, including any systemic issues, as well as issues related to general employment equity, the Labour Relations Committee will also discuss factors that are likely to have a significant impact on the Bargaining Unit.
- 12.06 At the regular Labour Relations Committee meeting scheduled around the beginning of the Spring Term, the Employer agrees to disclose to the Union an estimate of the number of Bargaining Unit employees the Employer intends to employ in each Faculty in the fiscal year. If there are any substantial changes to circumstances after the Committee meets in the Spring Term, this information shall be brought to the next Labour Relations Committee meeting. The purpose of such disclosure is to provide the Union an opportunity to discuss concerns related to such estimates and for the Employer to consider any proposals which the Union may have to mitigate the impact on volume and distribution of Bargaining Unit work.

ARTICLE 13 – GRIEVANCE PROCEDURE

- 13.01 A Grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Agreement. In filing and responding to Grievances, the Parties shall act reasonably, non-discriminatorily, and in good faith.
- 13.02 There shall be four (4) categories of Grievances:
- i. Individual Grievance means a Grievance filed by the Union, for which the circumstances, events, facts, and/or conduct giving rise to the Grievance relate predominantly to an individual Bargaining Unit employee.
 - ii. Policy Grievance means a Grievance filed by the Union, wherein the Union alleges the Employer has violated the Agreement, or where the Employer has engaged in a pattern of conduct in violation of this Agreement (including the repeated misinterpretation or misapplication of the provisions of this Agreement).
 - iii. Employer Grievance means a Grievance filed by the Employer, wherein the Employer alleges the Union has violated the Agreement, or where the Union has engaged in a pattern of conduct in violation of this Agreement (including the repeated misinterpretation or misapplication of the provisions of this Agreement).

- iv. Group Grievance means a grievance resulting from a consolidation of similar Individual Grievances seeking a common redress.

13.03 The Employer acknowledges the rights and duties of the Union to assist employees in preparing and presenting a Grievance.

13.04 **INFORMAL RESOLUTION:** The Parties agree that whenever reasonably possible they will utilize the Informal Resolution Process to discuss and attempt to resolve a potential Grievance before it is filed. The Informal Resolution Process, if utilized, will commence through contacting the appropriate persons noted below, within twenty-one (21) calendar days after the grievor(s) became aware, or reasonably ought to have been aware, of the circumstances giving rise to the potential Grievance:

- (i) For an Individual Grievance or Group Grievance, the employee(s) should discuss the matter with their immediate supervisor(s), or if the issue involves the immediate supervisor, the person above the immediate supervisor. The employee(s) may be accompanied by their Steward(s) if they so wish.
- (ii) For a Policy Grievance, the Union should discuss the matter with the Director, Faculty Relations or Associate Vice-President, Faculty and Academic Life.
- (iii) For an Employer Grievance, the Employer should discuss the matter with the Lead Steward, or designate, and a Union National Representative.

The discussion will occur within seven (7) calendar days of the matter being raised with the responding Party (i.e. the Party against whom the Grievance would be filed). Following the discussion, the responding Party shall give their reply in writing within seven (7) calendar days.

13.05 Grievances shall be filed to the following individuals:

- i. Individual, Group, and Policy Grievances: the relevant Chair of the Department or equivalent in which the grievor works, if applicable, the Director, Faculty Relations, and the Chief Human Resources Officer.
- ii. Employer Grievances: the Local Union President and CUPE National Representative.

13.06 An Individual, Group, or Policy Grievance shall be set forth in writing, be signed by a Steward or Union Officer, and shall be submitted to the Employer in accordance with Article 13.05(i) within fourteen (14) calendar days of the date of the written response noted in Article 13.04.

An Employer Grievance shall be set forth in writing, be signed by the Director, Faculty Relations or the Associate Vice-President, Faculty and Academic Life and shall be submitted to the Union in accordance with Article 13.05(ii) within fourteen (14) calendar days of the written response noted in Article 13.04.

In instances where the Informal Resolution Process is not followed, Grievances shall be filed in accordance with Article 13.05 within twenty-one (21) calendar days after the grievor(s) became aware, or reasonably ought to have been aware, of the circumstances giving rise to the Grievance.

- 13.07 The Director, Faculty Relations and the Lead Steward, or designate, shall convene a meeting to discuss a filed Grievance within fourteen (14) calendar days of the receipt of the Grievance. The Party receiving the Grievance shall give their reply, in writing, within seven (7) calendar days after that meeting.
- 13.08 All Grievances must be in writing, specify which provision(s) of the Agreement and/or applicable employment legislation is/are allegedly being violated, and provide a reasonable description of the circumstances, events, facts, and/or conduct giving rise to the Grievance. The Parties may agree to use a specific form or document for filing Grievances.
- 13.09 If the Grievance is not settled at the Grievance meeting referred to in Article 13.07, or the responding Party fails to meet their obligations to reply in writing, it may be taken to Arbitration by written notice of intent to proceed to Arbitration signed by the Lead Steward, or designate, submitted to the Associate Vice-President, Faculty and Academic Life, or vice versa in the case of an Employer Grievance. Notice of intent to proceed to Arbitration must be submitted to the other Party within twenty-eight (28) calendar days of receipt of the written reply noted in Article 13.07.
- 13.10 The Parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the Grievance(s) shall only be made available on a need-to-know basis. Subject to compliance with any settlement documents, the Parties further agree that a publication of a summary of the grievance(s) in an internal Union communication, or a communication to Employer leadership, shall not violate the principle of confidentiality. The identity of individual grievor(s), or information which allows an individual grievor(s) to be identified, shall not be communicated in such summaries, absent consent of the individual grievor(s).
- 13.11 No Bargaining Unit member who exercises any supervisory authority over another CUPE Local 5524 member shall be required to attend any grievance meetings, to act on behalf of the Employer, related to such other Local 5524 member. This Article 13.11 shall not relieve the Bargaining Unit member from any other normal supervisory

duties. Moreover, this Article 13.11 shall not prevent the Employer from calling Bargaining Unit members as witnesses in arbitration proceedings related to other Local 5524 members.

- 13.12 A Grievor has the right to attend the Grievance meeting noted in Article 13.07 above, unless such attendance would pose health and safety concerns. In cases where the issue involves the immediate supervisor, the Grievor will not be required to face their supervisor directly in such a meeting.
- 13.13 The Parties agree that, where a Grievance is accepted by the responding Party, or otherwise settled, any compensation owing to the other Party or an individual grievor shall be paid promptly within thirty (30) calendar days of the Grievance being accepted or otherwise settled.
- 13.14 The time allowances set out in this Article are mandatory and may only be extended by mutual written agreement. The Parties agree that such agreement shall not be unreasonably withheld. The Parties shall make reasonable efforts to seek extensions prior to expiry of time allowances.

ARTICLE 14 – ARBITRATION PROCEDURE

- 14.01 All Grievances shall be heard by a single Arbitrator. The Party referring the Grievance to Arbitration shall suggest three names of arbitrators to serve as Arbitrator, to be sent along with the notice referred to in Article 13.09. The Party responding to said notice shall reply within ten (10) calendar days, either agreeing to one of the proposed Arbitrators or suggesting alternative Arbitrators. If the Parties cannot agree on an Arbitrator within thirty (30) calendar days of receipt of the notice referred to in Article 13.09, either Party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.
- 14.02 Each Party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the Parties. The Parties agree to use University facilities at no cost wherever reasonably possible.
- 14.03 The Arbitrator shall have all the powers provided in the Labour Relations Act. The Arbitrator shall have no jurisdiction to amend, alter, modify or add to any provisions of this Agreement, nor shall the Arbitrator issue any decisions which are inconsistent with the provisions of this Agreement.

- 14.04 Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator, within seven (7) calendar days of receipt of the Arbitrator's decision, to reconvene to clarify the decision.
- 14.05 The time allowances set out in this Article are mandatory and may only be extended by mutual written agreement. The Parties agree that such agreement shall not be unreasonably withheld. The Parties shall make reasonable efforts to seek extensions prior to expiry of time allowances.

ARTICLE 15 – POSTING, SELECTION, INCUMBENCY, AND SENIORITY

- 15.01 Subject to Articles 15.06 and 15.07 below, all Appointments will be advertised as follows:
- i. The Employer shall establish a centralized searchable electronic list of Bargaining Unit positions for upcoming Terms.
 - ii. Advertisements will include:
 - a. a description of qualifications (academic qualifications, required teaching experience, etc.);
 - b. the course to be taught;
 - c. required course materials;
 - d. wage rate;
 - e. mode of course delivery;
 - f. anticipated TA or other teaching support;
 - g. anticipated enrolment and, for new courses, the enrolment caps (the Parties recognize that anticipated enrolments are projections only and may not correspond to actual course enrollment);
 - h. the deadline and procedure for application;
 - i. a definition of Incumbency and a statement that Incumbents must declare their Incumbency if they wish to have it considered; and
 - j. any requirements to design, create and/or significantly alter the course.
 - iii. Wherever feasible, advertisements will be posted at least eight (8) weeks in advance of the Appointment start date and will remain posted for a period of at least two weeks.
- 15.02 When applying for an Appointment, candidates must provide a resume or curriculum vitae, including a complete listing of all previous Appointments within the Bargaining Unit, and any other information solicited by the advertisement. Other documents required to be submitted as part of an application must be relevant to evaluate qualifications. Where course design, creation, and/or significant alteration are required

as per 15.01 ii. j above, the Employer may require a brief summary of the applicant's design, creation, and/or alteration plan.

- 15.03 After the advertisement process outlined in Article 15.01, the Employer must first offer an Appointment to an individual who has successfully completed an Appointment in the same course at least three (3) times over two (2) or more separate terms in the previous four (4) academic years (the "Incumbent"), effective the employee's first date of hire as a Sessional with the University. When an employee becomes an Incumbent in relation to a particular course, they shall be entitled to a right of first refusal over future Bargaining Unit Appointments associated with that course. Once gained, an employee shall not lose incumbency in relation to a specific course, so long as the employee continues to satisfy the requirements of being an Incumbent; namely, successfully completing appointments in that same course at least three (3) times over two (2) or more separate terms in the previous four (4) academic years. An employee may hold Incumbency in up to four (4) Appointments, per academic term, with a maximum of nine (9) Appointments per academic year. However, no employee may exercise incumbency in all sections of a course for which multiple sections exist. In no event shall an employee be permitted to work more than four (4) Appointments in a single Term, nor will Incumbency apply when such Incumbency would require an employee to work overtime, as defined in the *Employment Standards Act*, 2000. The Employer will identify those Incumbents hired pursuant to this Article 15.03 along with the information it provides under Article 7. For clarity, this Article 15 shall not require any course to be taught by, or offered to, Bargaining Unit employees. Where two candidates become Incumbents, and their rights under this Article 15.03 conflict, the Incumbent with the most Seniority will be given priority over the more junior Incumbent(s). Incumbency shall not apply to special topics courses, which are courses which may retain the same course code year to year, or term to term, but entail different subject matter.
- 15.04. Candidates applying for jobs advertised in accordance with Article 15.01 will be selected based on qualifications for the Appointment. For the purposes of this Article, qualifications shall mean: academic qualifications and education, relevant professional designations and experience, teaching experience, and any other relevant factors identified by the Employer in the job advertisement. Where multiple candidates are relatively equal in qualifications, as determined by the Employer, the Appointment will be offered to the individual who has the greatest seniority, which shall be defined as the number of previous equivalent 0.5 credit Appointments in the Bargaining Unit since their original date of hire as a Sessional with the University ("Seniority"). Seniority shall cease if an employee has not worked within the Bargaining Unit for a period of 24 months, unless the absence is due to statutory or other Collective Agreement leaves.
- 15.05. The Employer shall provide the Union with a seniority list of all bargaining unit members. The seniority list will be made accessible to the Bargaining Unit Employees and shall be updated three times per year, by the beginning of February, June, and October, for the prior term. The Employer and the Union shall notify the members of the existence and location of the list. Ensuring the accuracy of individual seniority as

included in the posted seniority list is the purview and responsibility of each Employee. Where seniority has ceased as per subclause 15.04, above, and an Employee has not worked as an Employee for more than twenty-four (24) months their name shall be removed from the seniority list.

- 15.06 The Parties agree that one Appointment may be assigned to each graduate student (Masters or PhD) over the course of their graduate degree program, without the requirement to advertise such positions in accordance with Article 15.01 above, as part of such individual's pedagogical training. When graduate students are assigned as per this sub-clause, they will be covered by all terms of this Agreement, including wages. No payment of wages under this clause will be used to reduce a commitment made by the University to a graduate research scholarship. The Employer will identify those individuals hired pursuant to this Article 15.06 along with the information it provides under Article 7. At no point, shall any appointment be assigned in accordance with this sub-clause in which an employee in the bargaining unit claims incumbency as per article 15.03 for the course being considered for assignment, nor shall appointments assigned in accordance with this sub-clause exceed twenty percent (20%) of the anticipated positions in the bargaining unit.
- 15.07 In the following additional circumstances, within two weeks of the start of, or at any point during, the Term, the Employer is not required to adhere to the advertisement process outlined in Article 15.01:
- i. There are no qualified candidates that have accepted an Appointment within two weeks of the Term start date, or in circumstances when the Employer decides to offer a previously unplanned or unscheduled course or course section due to increased student enrollment within the same two-week period.
 - ii. Within four (4) weeks of, or at any point during, the Term, a University employee, including a faculty member or Bargaining Unit employee, resigns from teaching a section of a course, or is otherwise unexpectedly unable to fulfill their duties (due, for example, to a medical issue).
 - iii. Due to unanticipated circumstances, the Employer requires additional course sections to maintain a particular ratio of instructors to students to comply with legislative, regulatory or other external requirements.
- 15.08 Except in the cases outlined in 15.07 above, the Employer shall make offers of employment at least four (4) weeks in advance of the commencement of the Appointment to provide adequate time for preparation.
- 15.09 In courses with multiple Appointments, once the scheduling of the Appointments is determined by the Employer, successful applicants will be offered their choice of Appointment by Seniority.
- 15.10 The successful candidate for an Appointment selected via the process in Article 15.01, 15.03, 15.04, 15.06, shall have five (5) working days to accept the Appointment from the date the offer is sent. Candidates being offered a position pursuant to Article 15.07

will have two (2) working days to accept the Appointment from the date the offer is sent. An offer of employment is not valid unless it is signed by the appropriate University administrator. The offer becomes binding when it is then signed by the employee.

ARTICLE 16 – TECHNOLOGY AND INSTRUCTION

- 16.01 No employee shall suffer a reduction of their normal earnings as a result of any technological change introduced during any particular Appointment.
- 16.02 When the Employer requires additional technological training, which was not a prerequisite or qualification for the current offering of the course, the Employer shall provide and/or pay for the costs of such training.
- 16.03. The Employer agrees that any significant changes to the overall job duties of Bargaining Unit employees arising out of the introduction of new technology, except changes to course content, shall be brought to the Labour Management Committee for meaningful consultation at least sixty (60) days prior to implementation, except where precluded by emergencies.
- 16.04. The Employer shall provide the following Information to the Union as part of the consultation noted in 16.03 above:
 - (a) the nature of the new technology;
 - (b) the date on which the Employer proposes to implement the new technology; and
 - (c) the Employer's summary of the effects that the new technology may have on the Employees' terms and conditions of employment.
- 16.05 As part of the consultation obligations noted in 16.03, the Employer will ensure an Employer representative will attend relevant Labour Management Committee meetings, to provide the Union the opportunity to discuss the issue, including hearing suggestions for minimizing any negative impact to employees directly affected by the changes.
- 16.06 After an Appointment has been accepted by an employee, they will not be required to convert that course to an alternate mode of delivery, unless agreed to between the employee, the Union and the Employer. Such agreement shall not be unreasonably denied.
- 16.07 No employee shall be denied a repeat Appointment, if applicable, on the basis of a lack of technological knowledge or skill, without being provided the opportunity to: a)

access any training and/or technology currently available through the University to other employees without cost, to upgrade their knowledge or skills; or b) demonstrate their technological competency. The rights afforded to employees in (a) and (b) shall not require the Employer to delay offering a course.

- 16.08 Where use of specific technology is not required for the delivery or administration of a course, as determined by the Employer pursuant to applicable degree plans and the course's role in such plans, no employee shall be denied a teaching position owing to an inability to use such technology.
- 16.09 Where technology is required for the proper instruction of the course, as determined by the Employer, the Employer shall ensure that it is readily accessible.

ARTICLE 17 – TRAINING OPPORTUNITIES

- 17.01 The employer shall inform employees of available resources for training and shall not unreasonably deny employees opportunities to participate or access such resources.

17.02 **Mandatory Training:**

At point of first hire as an employee, the employee in the Bargaining Unit will receive the applicable hourly rate up to a maximum payment of five (5) hours for completing mandatory training required by the Employer and/or legislation. The payment will be made upon successful completion of all mandatory training. This payment will be included in the first pay of the term of the Appointment.

Where the Employer directs an employee to complete additional training, the employee will be paid at the applicable hourly rate for reasonable time spent completing the training. Where an employee anticipates that the requested additional training will exceed two (2) hours, the employee must first seek approval from the Employer before commencing training. Payment for additional training will be made upon successful completion.

ARTICLE 18 – PROFESSIONAL ADVANCEMENT

- 18.01 Bargaining Unit members who apply for and meet the stated requirements as posted for other University positions shall be evaluated in the same manner as all other candidates.
- 18.02 Each year, a Bargaining Unit member may request to meet with the Academic Department Head in which the member is employed to discuss career possibilities for them and discuss what steps they might take to advance their career. If so requested,

a meeting will be held with the member for this purpose. However, the Academic Department Head may appoint a designate to attend such meeting. The designate will be a senior academic employee in the applicable Academic Department.

ARTICLE 19 – PARTICIPATION IN DEPARTMENTAL MEETINGS

- 19.01 Bargaining Unit employees will be permitted to participate in any departmental meetings that include all other departmental employees and will have a reasonable opportunity to participate on appropriate departmental ad hoc committees and working groups.

ARTICLE 20 – TEACHING ASSISTANT SUPPORT

- 20.01 Bargaining Unit employees will be assigned Teaching Assistant support on the same basis as all regular faculty in their hiring unit and in accordance with Departmental policies and procedures.
- 20.02 Where an employee believes that the number of functional seats and work/ writing surfaces/spaces available in the assigned classroom, laboratory or studio is insufficient for the number of students in a group, they may notify the appropriate Department Head or equivalent, who shall consider the employee's concerns in good-faith and communicate a decision or solution in a timely manner.

ARTICLE 21 – ACADEMIC FREEDOM

- 21.01 All Bargaining Unit employees who are primarily responsible for the content and/or delivery of a course shall be accorded academic freedom pursuant to this Article.
- 21.02 Employees are required to discharge their responsibilities in accordance with the reasonable expectations of the Employer, as well as the reasonable needs of the students (e.g. expected learning outcomes).
- 21.03 Academic freedom means the freedom to examine, question, and teach students, and to disseminate content to students relevant to assigned courses, including disseminating larger political, cultural and philosophical ideas related to such assigned courses. Academic freedom also entails freedom from institutional censorship. Any exercise of academic freedom must comply with Article 21.02 above and be consistent with applicable degree plans and the course's role in such plans. While employees may alter the delivery of courses in extenuating circumstances (subject to supervisor approval which shall not be unreasonably denied), such as unforeseen emergency events or health and safety reasons, academic freedom does not afford employees

the right to determine the overall defined mode of course delivery (e.g. online vs offline, synchronous vs asynchronous, lecture vs lab vs field, etc.) or to determine the course's role in the applicable degree plan.

- 21.04 When exercising their rights of action and expression as private community members, employees shall endeavor to ensure that their private actions and expressions are not interpreted as representing the position of University of Waterloo.

ARTICLE 22 – INTELLECTUAL PROPERTY

Subject to listed exceptions, the ownership of rights in intellectual property created in the course of teaching and research activities belong to the creator(s).

Issues of intellectual property will be governed by the University's Policy 73 – Intellectual Property Rights, or any successor Policy, as amended from time to time.

Prior to any changes to the Policy, the Employer agrees to consult with the Union regarding the effects of such changes.

ARTICLE 23 – EMPLOYEE PRIVACY

- 23.01 In this Agreement, "electronic monitoring" means the digital collection of information relating to any of:
- a. physically accessing a University workplace;
 - b. operating a University-owned motor vehicle;
 - c. using University-provided telecommunications services;
 - d. employee time-tracking system for payroll;
 - e. electronic commerce using a University-issued payment card; and
 - f. accessing any electronic device or information system that is owned, operated, maintained, or contracted by the University.

In this Agreement, "digital data" means any personally identifiable digital information related to Bargaining Unit employees collected either directly or indirectly by means of electronic monitoring.

- 23.02 The Employer may collect digital data for these specific purposes:
- a. maintaining the safety and security of the University community;

- b. maintaining the security of University of Waterloo facilities, assets, and digital services;
- c. safeguarding the confidentiality, integrity, and availability of information in the University's care;
- d. time tracking for payroll purposes;
- e. authenticating, and maintaining the integrity of, the University's financial transactions;
- f. financial, physical, and electronic management of University resources, including information to support environmental sustainability efforts;
- g. any other purpose required by law; and
- h. for any purpose for which the University is permitted to share digital data pursuant to Article 23.05.

Unless required by law or permitted by this Agreement, the University shall only use digital data related to Bargaining Unit employees for the purpose for which it was collected. The University may also use digital data where permitted by law, in exceptional circumstances where the health or safety of an individual may be at risk or as part of a law enforcement investigation.

- 23.03 The Employer shall not electronically monitor employees for the purposes of performance management or discipline. However, if the Employer establishes through independent means that there may be a disciplinary or performance issue, including disciplinary or performance issues that are discovered through the digital data being used for the purpose for which it was collected, the Employer may monitor or utilize other existing digital data to verify the issue(s) after notifying the employee. However, at no time shall the Employer electronically monitor an employee for the purpose of random and/or arbitrary surveillance, audits, or assessments.
- 23.04 The Employer shall not trade or sell any digital data related to Bargaining Unit employees to any third party.
- 23.05 The Employer shall not share digital data related to Bargaining Unit employees with any third parties unless required by law, required for the provision of services by the third parties, permitted by this Agreement, or with employee consent.
- 23.06 Employee digital data shall be stored and handled in compliance with applicable federal, provincial and/or municipal data protection and privacy laws.

ARTICLE 24 – EVALUATION AND EMPLOYEE FILES

- 24.01 The Employer shall give reasonable advance notice with no less than two (2) weeks to all Employees whose performance will be formally evaluated by a supervisor or other academic employee responsible for teaching evaluation. Such notice shall identify the aspects of the Employee's performance to be evaluated.
- 24.02 The Parties agree that evaluating employee performance is a management function governed by Article 2 - Management Rights. If the Employer changes, changes the use of, or implements new, formal student opinion surveys, the Employer shall engage in meaningful consultation with the Union via the Labour Management Committee prior to implementation.
- 24.03 An employee may request that their supervisor complete a performance evaluation of that employee to provide constructive feedback. The supervisor maintains the discretion whether or not to grant the request for an evaluation (and retains discretion to appoint a designate, who shall be a senior academic employee in the Department, to conduct such evaluation). However, such a request shall not be unreasonably denied, nor shall such a request exceed one (1) per Appointment.
- 24.04 No formal evaluation, as contemplated by 24.01, 24.02, or 24.03 above, shall be placed in an employee's Employee File, unless it conforms to this Article.
- 24.05 The University shall maintain an Employee File for all Bargaining Unit employees. The Employee File shall contain the following records pertinent to the employment of the Bargaining Unit employee:
- i. records of training taken and/or received by the employee;
 - ii. records of past or current Appointments;
 - iii. application materials related to Appointments submitted by the employee;
 - iv. formal evaluation materials collected pursuant to this Article 24;
 - v. records of Disciplinary Penalties (subject to the timelines noted in Article 9.06);
 - vi. records of informal performance-related discussions with the employee (subject to the timelines noted in Article 9.08);
 - vii. personal information necessary for the administration of pay and benefits; and
 - viii. information, including personal information, needed to permit the Employer to comply with Article 7.

- 24.06 Any documentation unrelated to Bargaining Unit employment, including academic records, if any, shall not form part of an Employee File. Academic records included in an employee's application shall form part of the Employee File.
- 24.07 The Employer agrees to inform the Employee when a document related to the Employee's performance, meaning a document noted in 24.05(iv), 24.05(v), or 24.05(vi) above, has been placed in the Employee File.
- 24.08 Employees have the right to request, or receive copies of, any documents contained in the Employee File.
- 24.09 An Employee shall have the right to have their Employee File supplemented or corrected in the event of error. The University will exercise reasonable discretion in determining whether a correction is necessary. If an employee disagrees with the content of their Employee File and/or believes the record is incomplete, they may append their own comments, and such comments will be included in their File and given due consideration. Inclusion of such additional material in the File does not reflect the University's agreement with the contents of such material.

ARTICLE 25 – OFFICE SPACE AND FACILITIES

- 25.01 To the extent that departmental resources permit, and as are required for the performance of their duties, departments shall provide employees with:
- (i) use of facilities, services, equipment and software;
 - (ii) access to library facilities and audio-visual facilities;
 - (iii) access to appropriately equipped classrooms;
 - (iv) office supplies, and access to e-mail, printing, and photocopying, and inter-office mail (if, and to the extent that, such inter-office mail is provided to other employee groups); and
 - (v) after the Appointment, employees shall be permitted to access the Employer's premises to determine if the Employer has received their mail. Unclaimed mail shall be retained by the Employer for four (4) months following the employee's last Appointment. Before any mail is disposed of, the Employer will attempt to contact the employee via email to notify them of the mail received.

For clarity, Article 25.01 shall not require the Employer to provide personal computers to Bargaining Unit employees. Library and email access shall be subject to Article 25.03 below.

- 25.02 The University agrees to take appropriate measures to uphold the security and privacy of the Union and agrees that all information and data which was created by, and is confidential to, the Union, in the possession of the University, are the sole property of the Union. This includes Union information and data stored on University internal services, such as email, file storage, web services, and document storage
- 25.03 Where operationally feasible, the Employer will ensure Bargaining Unit employees have access to Employer-issued email accounts and library facilities at least two weeks prior to the start of the Term in which the employee will teach. Employees will retain email, library access, access to the learning management system, and access to OneDrive or equivalent alternative system utilized by the Employer, for twelve (12) months after the end of the Term in which the employee taught, unless the employee is dismissed for disciplinary reasons. Such email, library access, learning management system access, and applicable digital file storage access, shall be subject to applicable licensing or other agreements. Employees may request access for periods greater than twelve (12) months, which the Employer will consider on an individual basis. Such requests shall not be unreasonably denied.
- 25.04 The Employer shall provide all Bargaining Unit employees with access to appropriate office or other working space suitable for private meetings, as determined in the Employer's reasonable discretion, for the duration of each Appointment, to permit such employees to perform a majority of their weekly working hours from campus. For clarity, this provision shall not prevent Bargaining Unit employees from performing some work remotely, if permitted by the applicable Department(s).
- The Employer's Human Resources department will review requests for the issuance of a form T2200 made by individual Bargaining Unit employees. Where the criteria for a home office tax credit under income tax legislation reasonably appear to have been met, the Employer's Human Resources department will issue the form.
- 25.05 At the request of the employee, the Employer shall send mail originating from the University to the employee's home address. An employee's personal contact information shall not be given to anyone outside the department, University administration, or the Union, except as provided elsewhere in this Agreement, in emergency circumstances, or with the permission of the Employee. In no event will an employee's personal contact information be provided to a student.
- 25.06 Employees shall have access to the University of Waterloo's athletics facilities for the duration of their employment, at rates applicable to other employee groups. Such access will continue after employment ceases, depending on the length of access purchased by the employee while employed (e.g. one-term, two-term, three-term package).

- 25.07 The Employer agrees to provide one bulletin board within each Faculty to be used for the posting of official Union notices. All notices will only be posted on the assigned bulletin boards and must relate to Union business which is relevant to the Bargaining Unit.
- 25.08 The Employer will provide a furnished and serviced office space to CUPE 5524 at no cost to the Union, and in accordance with relevant space guidelines and policies as established from time to time.
- 25.09 The Employer shall permit the Union to book University rooms for Union meetings, subject to the prevailing internal regulations. Such access to rooms shall include reasonable access to equipment associated with the rooms including internet, and where applicable, computing and audio-visual equipment.
- 25.10 The University agrees that a representative of the Union shall be given the opportunity to meet each new employee, or group of employees, of the Bargaining Unit, during the employee's first two months of employment, for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union. It is further agreed that, along with the information provided to the Union under Article 7.01, the Employer will indicate which Bargaining Unit employees have not previously worked for the Employer. The foregoing meeting, whenever possible, shall occur outside scheduled instructional hours.
- 25.11 The University agrees that all Bargaining Unit employees on campus shall have reasonable access to gender-neutral washrooms. "Reasonable access" shall mean that whenever feasible, the Employer will ensure a gender-neutral washroom in all buildings in which Bargaining Unit employees normally work.

ARTICLE 26 – DOSSIERS

In order to support Bargaining Unit employees' applications for research grants, scholarships and academic or other positions, the Employer agrees that employees shall have reasonable access to printing and photocopying, as noted in Article 25 – Office Space and Facilities, for the purpose of allowing such employees to create dossiers or other similar documents necessary for the foregoing applications.

ARTICLE 27 – HEALTH AND SAFETY

- 27.01 The Union and the Employer recognize the right of employees to work in a secure, healthy, and accessible environment. During the term of the Agreement, the Employer

is committed to the prevention of occupational illness or injury through the provision and maintenance of healthy and safe conditions on its premises.

- 27.02 Without limiting the generality of 27.01 above, the Employer agrees, at all times, to take every precaution reasonable in the circumstances for the protection of Bargaining Unit employees, and to otherwise comply with all obligations under the *Occupational Health and Safety Act* ("OHSA") and other applicable legislation. No employee shall be required to act, nor shall they act, in the course of their employment, in a manner which constitutes a breach of the OHSA. The Employer further agrees, at all times, to comply with health and safety obligations established by applicable Employer Policies duly enacted pursuant to Policy 1 - Initiation and Review of University Policies.
- 27.03 The Employer shall provide, and employees shall make use of, protective equipment, wherever the same is required for the safe performance of an employee's duties.
- 27.04 Upon employee request, the Employer shall make available CSA-approved CA-N95 masks to Bargaining Unit employees.
- 27.05 The University shall ensure appropriate air quality is provided to all buildings by designing and maintaining building ventilation systems according to applicable legislative or other regulatory standards in Ontario. Employees may raise concerns with the University related to air quality issues in accordance with established procedures or alternatively through the Grievance process.
- 27.06 The Union shall be permitted to attend any health and safety educational programs directed to Union membership and conducted or sponsored by the Employer.
- 27.07 The Union (i.e. Unit 0) shall be entitled to membership on any Joint Health and Safety Committees implemented by the University which relate to areas where Bargaining Unit employees work. Union members on the Committee(s) will be notified of Bargaining Unit employee injuries in accordance with the OHSA.
- 27.08 The Employer shall provide, at no cost, certification training to members of the Union that sit on applicable Joint Health and Safety Committee(s).
- 27.09 During the first two weeks of an Appointment, the Employer shall ensure Bargaining Unit employees are able to complete all required health and safety-related training and/or courses, including training in accordance with W.H.M.I.S. requirements, within allotted working hours.

ARTICLE 28 – HOLIDAYS

28.01 No employee covered by this Agreement shall be required to work on any of the following Holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- December 24
- Christmas Day
- Boxing Day

While the National Day for Truth and Reconciliation is not currently recognized by the University of Waterloo as a holiday, the Parties affirm the significance of this day, and the Employer agrees to make best efforts to accommodate members who wish to observe the day, including attendance at ceremonies, cultural gatherings and campus events focused on truth and reconciliation.

28.02 In addition, there shall be not less than three, nor more than four “floating” days, determined at the discretion of the President of the University, dependent upon the day of the week on which Canada Day, Christmas Day, and New Year's Day fall. Employees shall not be required to work on such days.

28.03 No employee shall be required to work on any day on which the University is closed in accordance with the schedule in the academic calendar.

28.04 If any other day is proclaimed by the provincial government as a statutory holiday, it shall be added to the holidays stated above.

ARTICLE 29 – WAGES

29.01 The minimum wage rates for Bargaining Unit employees for each Appointment shall be as follows:

	May 1, 2023	May 1, 2024 (3.00%)	May 1, 2025 (3.00%)	May 1, 2026 (2.5%)
0.5 Credit	\$8,910.00	\$9,177.30	\$9,452.62	\$9,688.93

** Any multiple or divisor of 0.5CR Appointment not listed in the above grid shall be paid at the same multiple or divisor.

These wage rate increases will be compounded for all Appointments paid at the base rate noted above. Employees will receive an additional 4% as statutory vacation pay (or 6% if required by the *Employment Standards Act*, 2000). The foregoing wage rates are inclusive of statutory holiday pay, and onboarding activities, as well as to account for all work done during the Appointment period as detailed in Article 4.02 - Employee Duties.

- 29.02 The Employer may require or permit certain course sections to be jointly taught by two or more Bargaining Unit employees. In such circumstances, each employee will receive a proportionate share of the amount noted in Article 29.01 above (e.g. two (2) employees jointly teaching one section each receive $\frac{1}{2}$ of the payment noted in Article 29.01).
- 29.03 Despite Article 29.01, the Employer may in its sole discretion offer payment for particular Appointments which is in excess of the minimum, based on factors such as the unique subject matter of the course, or additional administrative duties associated with the Appointment beyond those typical of other similar Appointments. Additional payment in excess of the minimum must be clearly set out in any applicable job advertisement.
- 29.04 Salary Adjustments
- In each year of the Agreement, no Employee who has held a position in the bargaining unit shall receive a salary for an Appointment less than the salary for the same Appointment when previously held.
- 29.05 The University will make reasonable efforts to ensure all Bargaining Unit employees are paid on a bi-weekly basis, and by no later than May 1, 2027.
- 29.06 The Parties agree that any payments received by graduate students for completing an Appointment under this agreement, save and except for Appointments completed pursuant to Article 15.06 (Posting, Selection, Incumbency, and Seniority), shall not be included in the calculation of the graduate student's minimum funding obligations.
- 29.07 Any Bargaining Unit employee who accepts an Appointment for a new course not previously offered which requires the creation of all new course materials, as determined and preauthorized by the University, will receive an additional payment of \$2,400 per half credit course, or equivalent based on the course weight (i.e. \$4,800 per full credit course etc.), on their first regularly scheduled pay date, subject to applicable deductions, representing compensation for the additional time required to

prepare for such Appointment. For clarity, this provision shall not prevent the University from hiring employees to perform standalone course creation duties, which the Parties agree falls outside the scope of the Bargaining Unit.

29.08 Any Bargaining Unit employee who accepts an Appointment for a course which requires significant revision or creation of course material, as determined and preauthorized by the University, will receive an additional payment of \$1200 per half credit course or equivalent based on the course weight (i.e. \$2,400 per full credit course etc.), on their first regularly scheduled pay date, subject to applicable deductions, representing compensation for the additional time required to prepare for such Appointment. For clarity, this provision shall not prevent the University from hiring employees to perform standalone course creation and/or revision duties, which the Parties agree falls outside the scope of the Bargaining Unit.

29.09 Hourly Work

When a Bargaining Unit member agrees to complete work that is assigned and approved by the Employer which arises during the course of the appointment and that is not covered by the duties of the Appointment, including coverage for other employees, the rate of pay shall be \$80/hour. This entitlement will also apply to all hours worked for any class time rescheduled by the Employer, on a day worked in lieu of any public holiday.

The Bargaining Unit member will be paid for no less than two (2) hours and no less than the amount of time required to carry out the agreed-upon activities.

29.10 Course Cancellations

- (a) Where a course is cancelled after the Bargaining Unit employee has accepted the Appointment but before the Appointment commences, the Bargaining Unit employee shall receive a payment of one (1) week, subject to applicable deductions.
- (b) Where a course is cancelled after the Appointment commences but before the Term commences, the Bargaining Unit employee shall receive a reduced payment based on the total payment the Bargaining Unit employee would have received, had the course not been cancelled, pro-rated for the proportion of the Appointment actually completed before the cancellation, plus three (3) weeks, subject to applicable deductions.
- (c) Where a course is cancelled after the Term commences, the Bargaining Unit employee shall receive a reduced payment based on the total payment the Bargaining Unit employee would have received, had the course not been

cancelled, pro-rated for the proportion of the Appointment actually completed before the cancellation, plus six (6) weeks or to the scheduled end of the Appointment, whichever comes first, subject to applicable deductions.

29.11 Record of Employment

Upon request of the employee to Human Resources Department, the Employer shall issue a Record of Employment in compliance with Service Canada requirements.

Employment Insurance Hours: Upon ratification of the Agreement, the Parties agree that for Employment Insurance purposes only, an Employee in the Bargaining Unit who teaches one (1) 0.5 CR Appointment in a term will be deemed to have worked 235 hours. Further, the Parties agree that this agreement is strictly for Employment Insurance purposes only and is without prejudice to the positions of the Parties, and shall in no way affect the interpretation, application, or administration of the Collective Agreement provisions or any University policies and practices, and shall not be relied on or referred to in any proceedings other than those under the *Employment Insurance Act* or Regulations.

ARTICLE 30 – PENSION PLAN

30.01 Eligible Bargaining Unit employees shall be entitled to, and may be required to, participate in the pension plan(s) in existence at the University of Waterloo. Eligibility for participation in such plan(s) shall be determined in accordance with plan text and applicable legislation. The Employer will notify each Bargaining Unit employee, as soon as reasonably possible, once they have become eligible to participate in the applicable pension plan(s) of their eligibility.

30.02 The Employer shall make all plan text amendments readily accessible to plan members and shall ensure participants in applicable pension plan(s) have reasonable access to information related to such plans, including any plan booklets in existence, information on rights and benefits, and a copy of plan text, as amended from time to time.

30.03 The University agrees to meet and discuss, in advance, implications with the Union if any changes are being considered to the pension plan.

The Pension and Benefits committee (or any such successor committee) has a portion of the meeting that is held in open session in accordance with provisions in the University of Waterloo Act, 1972. The Union shall be eligible to attend open session meetings consistent with this provision. Meeting dates and relevant materials are made publicly available through the Secretariat. Requests to participate in meetings

may be made through the Secretariat to the respective committee chair and are at the discretion of the chair. Where Union consent is required for any changes to the pension plan pursuant to legislation and/or pension plan text, consent will be sought from the Union.

ARTICLE 31 – BENEFITS

- 31.01 Employees under contract with the University of Waterloo and their families shall have access to confidential counseling and referral service through the University's Employee and Family Assistance Program (EFAP).
- 31.02 Beginning on or after the date of ratification, Employees who have taught at least one (1) 0.5 Credit Appointment in the last twenty-four (24) months, will, beginning in their next term employed in the bargaining unit, receive a payment of \$200 per term in lieu of benefits, unless they are eligible to participate in the Employer's benefits plan by virtue of holding another position with the Employer. This payment shall be treated as income and subject to applicable taxes and deductions.

ARTICLE 32 – ALLOWANCES

32.01 Travel Expenses

Bargaining Unit employees who are required by the Employer to travel for work-related purposes shall be reimbursed for reasonable costs of such travel, including automobile mileage where applicable, in accordance with Policy 31 - University Expenses, as amended from time to time.

Prior to any changes to the Policy, the Employer agrees to consult with the Union regarding the effects of such changes.

32.02 Change of Work Location

If the primary work location of an Appointment is changed after the Appointment has been accepted, employees will be reimbursed for travel from the original work location to the new work location, in accordance with applicable automobile mileage reimbursement rates or reimbursement rates for use of public transportation, in accordance with Policy 31 - University Expenses, as amended from time to time.

Similarly, if an employee is required to attend an alternate work location on a temporary basis, the employee will be reimbursed in the manner described above, for all workdays on which the employee is required to attend the alternate work location.

ARTICLE 33 – UNION LEAVES AND ENTITLEMENTS

- 33.01 In recognition of the fact that service on the Union executive may limit the ability of employees to make themselves available for employment, the Employer agrees that the timeline for loss of Seniority, as noted in Article 15.04, shall be extended during any period of such service on the Union executive for the duration of the period of service. The employee must disclose such service on the Union executive in any job application.
- 33.02 Full time graduate students who have served on the CUPE 5524 Executive and/or Bargaining Committee, CUPE Ontario Executive, CUPE National Executive, or OUWCC Executive for at least six months may seek extensions to program time limits through applicable processes.
- 33.03 The Employer agrees to grant union leave, without loss of pay, of up to one week, for up to three actively employed members of Unit 0 per Term, for attending conventions, conferences, training or other Union business. It is understood that attendance at the above events is conditional upon employees making arrangements to fulfil their normal teaching and other duties, which may include rescheduling or coverage by a suitable replacement. The Union must provide adequate advanced notice (including disclosing the alternative arrangements made by the employee) of the absence to the relevant Academic Department Head and the Office of the Associate Vice-President, Faculty and Academic Life for consideration and approval. If necessary, the Employer will assist in arranging such a replacement. Such approval shall not be unreasonably denied.
- 33.04 Upon request by the Union, the Employer agrees to make reasonable provisions that will permit any member of CUPE 5524 to attend any meeting of the Local which deals with a strike vote or ratification vote. It is understood that the Union will use its best efforts to schedule these events at such times so as to cause minimal disruption to classes.
- 33.05 Upon written request, supported by a copy of an invitation, an employee shall be granted paid leave up to the end date of any previously accepted Appointment(s), to undertake work for the National Union or the Ontario Division of CUPE. The Employer shall receive full financial compensation for lost time and benefits from the National Union or the Ontario Division. Requests for leave pursuant to this Article 33.05 will be made as soon as practicable and normally no later than one month before the intended start-date of the leave. During such an absence, members will continue to accrue applicable Seniority up to the end date of any previously accepted Appointment(s).

33.06 Negotiation Procedures

The Employer shall recognize a Union bargaining committee composed of not more than eight (8) duly elected Union members from Unit 0 who are Employees or who were Employees under the most recent Agreement.

During negotiations, the Parties agree to make all reasonable efforts to avoid any conflicts between the teaching responsibilities of a Union bargaining committee member and a bargaining session. If such a conflict is unavoidable, affected bargaining committee members will attempt to make alternative arrangements and, if necessary, the Employer will assist in arranging such a replacement.

The members of the Union bargaining committee(s) may be accompanied by any or all of the following: an advisor, a business agent, a staff representative, an administrative assistant, or a National Representative of the Union.

ARTICLE 34 – LEAVES

Bargaining Unit employees shall be entitled to all leaves provided for in the *Employment Standards Act*, 2000, as amended from time to time. Such leaves shall be unpaid, unless required by statute. Unless otherwise stipulated, for the duration of all leaves, an employee shall continue to accrue applicable seniority, per Article 15.04, for positions to which they have been appointed at the time such leave commences, and to which they are subsequently appointed, provided that they at any time prior to the expiry of the appointment, performs the duties and responsibilities of the position.

For the duration of all leaves, employees shall continue to be eligible to participate in the University's Employee and Family Assistance Plan which may exist at the time at which the leave is taken.

34.01 Sick/Medical Leave

Bargaining Unit employees shall be eligible for up to two (2) working days of paid sick leave per Term, provided the Bargaining Unit employee was scheduled to teach or perform assigned duties during that period. Notice must be provided to the relevant supervisor as soon as reasonably possible in advance of such leave. Requests for unpaid sick leave shall not be unreasonably denied and will be considered and administered pursuant to the *Employment Standards Act*, 2000, as amended from time to time.

34.02 Bereavement Leave

Bargaining Unit employees shall be eligible for up to two (2) working days of paid bereavement leave per Term, in the event of the death of an immediate family member,

provided the employee was scheduled to teach or perform assigned duties during that period. Notice must be provided to the relevant supervisor as soon as reasonably possible in advance of such leave. Requests for unpaid bereavement leave shall not be unreasonably denied and will be considered and administered pursuant to the *Employment Standards Act, 2000*, as amended from time to time.

34.03 Jury/Witness Leave

Upon written request, supported by a copy of the summons, an employee shall be granted leave paid at the rate of their full salary, less what the court pays for the performance of the required duties, to appear as a witness or serve jury duty, provided that such appearance and/or service actually conflicts with their scheduled duties and provided that upon return to work they shall provide their Supervisor with written confirmation of the date(s) and time(s) on which they appeared and/or served, signed by an appropriate official of the Court.

ARTICLE 35 – CORRESPONDENCE

35.01 Except where otherwise provided, official communication between the Employer and the Union shall occur via email between the Local Union President and Recording Secretary, and the Director, Faculty Relations and any other designated Employer human resources employees, with a copy to the Union National Representative and any other designated Local Union Staff Representative(s).

ARTICLE 36 – DURATION

This Agreement is effective upon ratification and shall continue in effect until April 30, 2027, unless otherwise specified in a particular provision of the Agreement. This Agreement shall continue thereafter for annual periods of one (1) year each unless either Party notifies the other in writing within ninety (90) days of the agreement ceasing to operate that it desires to amend or terminate the Agreement.

For the Employer

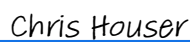


Katherine Thorne, Director Faculty Relations



[Lisa Yuhasz \(Oct 1, 2026 14:50:03 EDT\)](#)

Lisa Yuhasz, Interim Chief Human Resources Officer



[Chris Houser \(Oct 1, 2026 14:45:15 EDT\)](#)

Chris Houser, Dean, Faculty of Science

For the Union



[Scott Sorli \(Oct 4, 2026 10:49:17 EDT\)](#)

Scott Sorli, President Local 5524



[Jeff Stacey \(Oct 2, 2026 07:55:04 EDT\)](#)

Jeff Stacey, CUPE Bargaining Member



[Matthew Robichaud \(Oct 6, 2026 09:49:59 EDT\)](#)

Matt Robichaud,

Jack Rehder

[Jack Rehder \(Oct 2, 2026 11:01:36 EDT\)](#)

Jack Rehder, Executive Officer

Kathryn MacDonald

[Kathryn MacDonald \(Oct 1, 2026 15:44:26 EDT\)](#)

Kathryn MacDonald, Executive Officer, Arts

Justin Wan

Justin Wan, Interim Co-Associate Vice-President,
Graduate Studies & Post Doctoral Affairs

Veronica Connors

[Veronica Connors \(Oct 1, 2026 15:20:09 EDT\)](#)

Veronica Connors, Associate Director, Labour
Relations

Caitlyn Rongits

[Caitlyn Rongits \(Oct 1, 2026 15:17:04 EDT\)](#)

Caitlyn Rongits, HR Partner

Tim Wilson

[Tim Wilson \(Oct 1, 2026 14:43:26 EDT\)](#)

Tim Wilson, CUPE National Representative

LETTER OF UNDERSTANDING

between

**CANADIAN UNION OF PUBLIC EMPLOYEES,
and it's Local 5524.00 (SESSIONAL EMPLOYEES)**

and

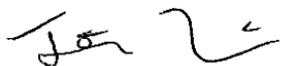
UNIVERSITY OF WATERLOO

The Parties agree that all terms of the Collective Agreement are effective on and after ratification, unless otherwise specified as per below:

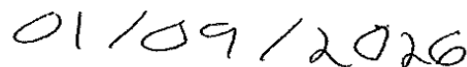
<u>Article</u>	<u>Effective Date</u>
Article 29 – Wage Rates	May 1, 2023
Seniority	Date of Hire as a Sessional (subject to meeting requirements to be and remain within the Bargaining Unit).
Incumbency	Date of Hire as a Sessional (Subject to common understanding regarding Incumbency; namely, to remain incumbent you must have taught the same course 3 times over 4 years).
Biweekly pay	April 30, 2027
Seniority Lists and Incumbency	completed by June 15, 2026
Posting and Selection	No later than June 15, 2026, for Fall term 2026
Retro pay	60 days after ratification for current employees; by Feb 28, 2026, notifications to past employees, payment by no later than the end of the Spring Term 2026
Dues Set-up	effective upon date of ratification, but collection and remittance to the Union will be within 60 days of ratification
2 weeks start date ahead of the term	August 15, 2026, to align with the implementation of the new Posting and Selection
Payment of training	Spring Term 2026

The Employer shall make reasonable efforts to implement the foregoing within the timelines agreed upon; however, delays caused by factors beyond the Employer's control shall not constitute a breach of this Letter of Understanding.

For the Union:



Tim Wilson, National Rep



Date



Jeff Stacey, CUPE Member

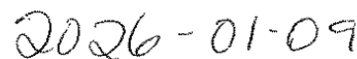


Date

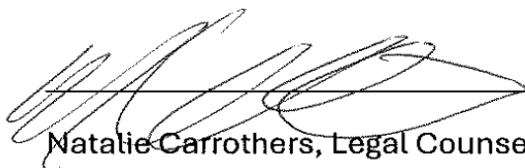
For the University:



Katherine Thorne, Director Faculty Relations



Date



Natalie Carrothers, Legal Counsel



Date

LETTER OF UNDERSTANDING

between

**CANADIAN UNION OF PUBLIC EMPLOYEES,
and it's Local 5524.00 (SESSIONAL EMPLOYEES)**

and

UNIVERSITY OF WATERLOO

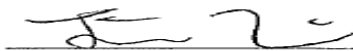
The parties agree to the following language. Subsequent corrections due to numbering, errors, omissions, or other typos, may be necessary prior to finalizing the collective agreement.

The University proposes the following retroactive payments to Bargaining Unit employees. For the purpose of this proposal, a Bargaining Unit employee is an individual who has held a 0.5 Credit Appointment or the equivalent thereof, within twenty-four (24) months prior to ratification.

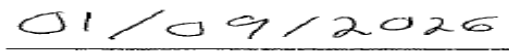
- All Bargaining Unit employees shall receive a lump sum payment of \$300, per 0.5 Credit Appointment completed between May 1, 2023, and April 30, 2024.
- All Bargaining Unit employees shall receive a lump sum payment of \$225, per 0.5 Credit Appointment completed between May 1, 2024, and April 30, 2026, where the wage rate paid for that Appointment was above the minimum wage rate as of May 1, 2023 (\$8,910).
- All Bargaining Unit employees shall receive their full retroactive wages for Appointments completed after May 1, 2024, where the wage rate paid for the at Appointment was the minimum wage rate as of May 1, 2023 (\$8,910).

***The University will endeavour to contact all applicable employees to notify them of eligibility for retroactive payment. The University shall provide the Union with a copy of the notification sent to the employees. If the employee fails to respond to the Employer with the required information within one hundred and twenty (120) days of notification, the money will be forfeited.

For the Union:



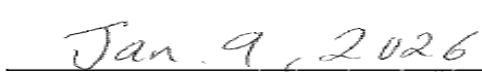
Tim Wilson, National Rep



Date

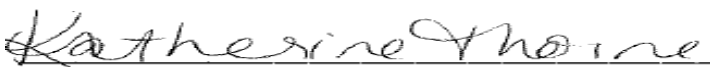


Jeff Stacey, CUPE Member

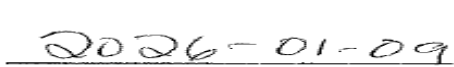


Date

For the University:



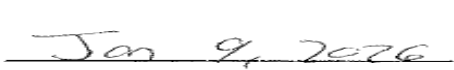
Katherine Thorne, Director Faculty Relations



Date



Natalie Carrothers, Legal Counsel



Date

Collective Agreement L5524.00 - UofW Sessionals

Final Audit Report

2026-10-06

Created:	2026-10-01
By:	Laura Keeping (lakeeping@cupe.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU8Eev8sBYoLi-__nZ2fXsQrzMjgDkh6J

"Collective Agreement L5524.00 - UofW Sessionals" History

-  Document created by Laura Keeping (lakeeping@cupe.ca)
2026-10-01 - 6:41:51 PM GMT
-  Document emailed to katherine.thorne@uwaterloo.ca for signature
2026-10-01 - 6:42:01 PM GMT
-  Document emailed to lisa.yuhasz@uwaterloo.ca for signature
2026-10-01 - 6:42:02 PM GMT
-  Document emailed to chouser@uwaterloo.ca for signature
2026-10-01 - 6:42:02 PM GMT
-  Document emailed to jack.rehder@uwaterloo.ca for signature
2026-10-01 - 6:42:02 PM GMT
-  Document emailed to kathryn.macdonald@uwaterloo.ca for signature
2026-10-01 - 6:42:03 PM GMT
-  Document emailed to justin.wan@uwaterloo.ca for signature
2026-10-01 - 6:42:03 PM GMT
-  Document emailed to vconnors@uwaterloo.ca for signature
2026-10-01 - 6:42:03 PM GMT
-  Document emailed to crongits@uwaterloo.ca for signature
2026-10-01 - 6:42:04 PM GMT
-  Document emailed to president@cupe5524.ca for signature
2026-10-01 - 6:42:04 PM GMT



Document emailed to Jeff Stacey (jstacey08@gmail.com) for signature

2026-10-01 - 6:42:04 PM GMT



Document emailed to mes.robichaud@gmail.com for signature

2026-10-01 - 6:42:05 PM GMT



Document emailed to Tim Wilson (timwilson@cupe.ca) for signature

2026-10-01 - 6:42:05 PM GMT



Email viewed by Tim Wilson (timwilson@cupe.ca)

2026-10-01 - 6:42:34 PM GMT



Document e-signed by Tim Wilson (timwilson@cupe.ca)

Signature Date: 2026-10-01 - 6:43:26 PM GMT - Time Source: server - Signature Appearance Selected: DRAW



Email viewed by chouser@uwaterloo.ca

2026-10-01 - 6:44:22 PM GMT



Signer chouser@uwaterloo.ca entered name at signing as Chris Houser

2026-10-01 - 6:45:13 PM GMT



Document e-signed by Chris Houser (chouser@uwaterloo.ca)

Signature Date: 2026-10-01 - 6:45:15 PM GMT - Time Source: server - Signature Appearance Selected: TYPE



Email viewed by lisa.yuhasz@uwaterloo.ca

2026-10-01 - 6:49:16 PM GMT



Signer lisa.yuhasz@uwaterloo.ca entered name at signing as Lisa Yuhasz

2026-10-01 - 6:50:01 PM GMT



Document e-signed by Lisa Yuhasz (lisa.yuhasz@uwaterloo.ca)

Signature Date: 2026-10-01 - 6:50:03 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW



Email viewed by kathryn.macdonald@uwaterloo.ca

2026-10-01 - 7:13:51 PM GMT



Email viewed by crongits@uwaterloo.ca

2026-10-01 - 7:16:02 PM GMT



Signer crongits@uwaterloo.ca entered name at signing as Caitlyn Rongits

2026-10-01 - 7:17:02 PM GMT



Document e-signed by Caitlyn Rongits (crongits@uwaterloo.ca)

Signature Date: 2026-10-01 - 7:17:04 PM GMT - Time Source: server - Signature Appearance Selected: DRAW



Email viewed by vconnors@uwaterloo.ca

2026-10-01 - 7:18:57 PM GMT



Adobe Acrobat Sign

-  Signer vconnors@uwaterloo.ca entered name at signing as Veronica Connors
2026-10-01 - 7:20:07 PM GMT
-  Document e-signed by Veronica Connors (vconnors@uwaterloo.ca)
Signature Date: 2026-10-01 - 7:20:09 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Signer kathryn.macdonald@uwaterloo.ca entered name at signing as Kathryn MacDonald
2026-10-01 - 7:44:24 PM GMT
-  Document e-signed by Kathryn MacDonald (kathryn.macdonald@uwaterloo.ca)
Signature Date: 2026-10-01 - 7:44:26 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Email viewed by Jeff Stacey (jstacey08@gmail.com)
2026-10-01 - 8:11:24 PM GMT
-  Email viewed by katherine.thorne@uwaterloo.ca
2026-10-01 - 8:27:20 PM GMT
-  Signer katherine.thorne@uwaterloo.ca entered name at signing as Katherine Thorne
2026-10-01 - 8:28:08 PM GMT
-  Document e-signed by Katherine Thorne (katherine.thorne@uwaterloo.ca)
Signature Date: 2026-10-01 - 8:28:10 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Email viewed by president@cupe5524.ca
2026-10-01 - 9:19:52 PM GMT
-  Email viewed by justin.wan@uwaterloo.ca
2026-10-02 - 3:11:44 AM GMT
-  Signer justin.wan@uwaterloo.ca entered name at signing as Justin Wan
2026-10-02 - 3:15:32 AM GMT
-  Document e-signed by Justin Wan (justin.wan@uwaterloo.ca)
Signature Date: 2026-10-02 - 3:15:34 AM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document e-signed by Jeff Stacey (jstacey08@gmail.com)
Signature Date: 2026-10-02 - 11:55:04 AM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Email viewed by jack.rehder@uwaterloo.ca
2026-10-02 - 3:00:46 PM GMT
-  Signer jack.rehder@uwaterloo.ca entered name at signing as Jack Rehder
2026-10-02 - 3:01:34 PM GMT
-  Document e-signed by Jack Rehder (jack.rehder@uwaterloo.ca)
Signature Date: 2026-10-02 - 3:01:36 PM GMT - Time Source: server - Signature Appearance Selected: TYPE



 Email viewed by mes.robichaud@gmail.com

2026-10-02 - 7:43:39 PM GMT

 Email viewed by president@cupe5524.ca

2026-10-04 - 2:48:44 PM GMT

 Signer president@cupe5524.ca entered name at signing as Scott Sorli

2026-10-04 - 2:49:15 PM GMT

 Document e-signed by Scott Sorli (president@cupe5524.ca)

Signature Date: 2026-10-04 - 2:49:17 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

 Signer mes.robichaud@gmail.com entered name at signing as Matthew Robichaud

2026-10-06 - 1:49:57 PM GMT

 Document e-signed by Matthew Robichaud (mes.robichaud@gmail.com)

Signature Date: 2026-10-06 - 1:49:59 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

 Agreement completed.

2026-10-06 - 1:49:59 PM GMT