
COLLECTIVE AGREEMENT

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
and its LOCAL 5524.01 (TA's & RA's)**

AND

THE UNIVERSITY OF WATERLOO

Expiry: April 30, 2027



Contents

TERRITORIAL ACKNOWLEDGEMENT	3
ARTICLE 1 – PURPOSE AND RECOGNITION	4
ARTICLE 2 – MANAGEMENT RIGHTS	4
ARTICLE 3 – SCOPE.....	5
ARTICLE 4 – UNION SECURITY.....	5
ARTICLE 5 – NO STRIKE/LOCKOUT.....	5
ARTICLE 6 – UNION INFORMATION	5
ARTICLE 7 – UNION REPRESENTATION	6
ARTICLE 8 – DISCIPLINE	7
ARTICLE 9 – DISCRIMINATION AND HARASSMENT.....	9
ARTICLE 10 – ACCOMMODATIONS.....	11
ARTICLE 11 – LABOUR RELATIONS COMMITTEE	12
ARTICLE 12 – GRIEVANCE PROCEDURE.....	13
ARTICLE 13 – ARBITRATION PROCEDURE.....	16
ARTICLE 14 – SENIORITY	17
ARTICLE 15 – APPOINTMENTS	17
ARTICLE 16 – HOURS OF WORK.....	22
ARTICLE 17 – TECHNOLOGY AND INSTRUCTION.....	25
ARTICLE 18 – OFFICIAL UNIVERSITY CLOSURE.....	26
ARTICLE 19 – PARTICIPATION IN DEPARTMENTAL MEETINGS	26
ARTICLE 20 – ACADEMIC FREEDOM.....	26
ARTICLE 21 – INTELLECTUAL PROPERTY	27
ARTICLE 22 – EMPLOYEE PRIVACY	27
ARTICLE 23 – EVALUATION AND EMPLOYEE FILES	28
ARTICLE 24 – OFFICE SPACE AND FACILITIES	30
ARTICLE 25 – DOSSIERS.....	32
ARTICLE 26 – HEALTH AND SAFETY	32
ARTICLE 27 – HOLIDAYS	33
ARTICLE 28 – WAGES	34

ARTICLE 29 - ALLOWANCES	35
ARTICLE 30 – UNION LEAVES AND ENTILEMENTS.....	36
ARTICLE 31 – LEAVES	37
ARTICLE 32 – CORRESPONDENCE.....	39
ARTICLE 33 – DURATION AND MODIFICATION OF AGREEMENT	39
LETTERS OF UNDERSTANDING	41
RE: PAY IN LIEU OF BENEFITS	41
RE: IMPLEMENTATION OF GUARANTEED APPOINTMENTS.....	43
RE: IMPLEMENTATION.....	47

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

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:

- (a) hiring, directing, appointing, promoting, laying-off, transferring, and/or classifying employees;
- (b) reprimanding, suspending, dismissing or otherwise disciplining employees for just cause;
- (c) determining the size and composition of the workforce;
- (d) determining work assignments, methods, schedules, procedures, and standards;
- (e) 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;
- (f) 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
- (g) 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

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

All graduate students of the University of Waterloo employed in or based out of the province of Ontario in a teaching assistant and/or research assistant role, performing teaching, demonstrating, tutoring, marking, research, administrative, or clerical work associated with such role, save and except managerial employees and those represented by an existing trade union that held bargaining rights as of December 11, 2023.

ARTICLE 4 – UNION SECURITY

- 4.01 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.
- 4.02 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 4.01 above, except for any legal actions or claims resulting from the Employer's error or breach of this Agreement.

ARTICLE 5 – NO STRIKE/LOCKOUT

- 5.01 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 6 – UNION INFORMATION

- 6.01 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:

- (a) payroll number;
- (b) name;
- (c) address;
- (d) telephone number;
- (e) personal email address;
- (f) institutional email address;
- (g) faculty and department of employment (for each appointment);
- (h) starting pay date and anticipated ending pay date;
- (i) position code;
- (j) hourly rate of pay, including any vacation pay paid.

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

- 6.02 Along with the information noted in Article 6.01 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.
- 6.03 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 Bargaining Unit employees with visual impairments have access to a copy of the Agreement in an appropriate and accessible format.

ARTICLE 7 – UNION REPRESENTATION

- 7.01 The Employer and Union agree 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.
- 7.02 The Union shall provide the Employer, in writing, with the names of up to seven (7) Unit 1 Steward(s), one additional person designated as Unit 1 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.

- 7.03 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 8 – DISCIPLINE

- 8.01 Discipline for Bargaining Unit employees shall be for just cause only.
- 8.02 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.
- 8.03 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.
- 8.04 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 8, 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.
- 8.05 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 8.04, and the overall basis for the proposed discipline.

- 8.06 After the meeting contemplated by Article 8.05, 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 Article 8.05. 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.
- 8.07 Any employee who has been disciplined may, through the Union, present a grievance without going through the Informal Process as outlined in Article 12.04.
- 8.08 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.
- 8.09 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 to which the given cause of dismissal is relevant, as determined by the Employer. The foregoing will be subject to the grievance procedure as laid out in article 12.
- 8.10 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 8.10 in no way relieves the Bargaining Unit employee exercising supervisory authority from any normal supervisory duties or responsibilities.
- 8.11 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 8.

ARTICLE 9 – DISCRIMINATION AND HARASSMENT

9.01 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 practised 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 dependents, 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.

9.02 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.

9.03 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 12 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.

9.04 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.

9.05 TIMELINES

Notwithstanding Article 12 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 12.04 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 12.06.

Notwithstanding the timelines in Article 12, 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 12.06, with the timelines running from the date the investigative findings were provided to the grievor.

9.06 **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 10 – ACCOMMODATIONS

- 10.01 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.
- 10.02 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.
- 10.03 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.
- 10.04 Where appropriate, accommodation plans will be time limited and kept confidentially.
- 10.05 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.
- 10.06 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 11 – LABOUR RELATIONS COMMITTEE

- 11.01 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 11 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, Employee Relations and Planning. 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.
- 11.02 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.
- 11.03 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.
- 11.04 Either Party may request more frequent meetings outside of the regular meetings noted in Article 11.03 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.

- 11.05 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.
- 11.06 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 Teaching Assistant positions 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 12 – GRIEVANCE PROCEDURE

- 12.01 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.
- 12.02 There shall be four (4) categories of Grievances:
- (a) 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.
 - (b) 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).
 - (c) 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).
 - (d) Group Grievance means a grievance resulting from a consolidation of similar Individual Grievances seeking a common redress.
- 12.03 The Employer acknowledges the rights and duties of the Union to assist employees in preparing and presenting a Grievance.

12.04 INFORMAL RESOLUTION:

The Parties agree that they will make good faith efforts whenever reasonably possible to utilize the Informal Resolution Process to discuss and attempt to resolve a potential Grievance before it is filed. The Informal Resolution Process, when 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:

- (a) For an Individual Grievance or Group Grievance, the employee(s) should discuss the matter with their immediate employment supervisor(s), or if the issue involves the immediate employment supervisor, the person above the immediate employment supervisor. The employee(s) may be accompanied by their Steward(s) if they so wish.
- (b) For a Policy Grievance, the Union should discuss the matter with the Director, Employee Relations and Planning or Chief Human Resources Officer.
- (c) 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 provide a written reply within seven (7) calendar days.

12.05 Grievances shall be filed to the following individuals:

- (a) Individual, Group, and Policy Grievances: the relevant Chair of the Department or equivalent in which the grievor works, if applicable, the Director, Employee Relations and Planning, and the Chief Human Resources Officer.
- (b) Employer Grievances: the Local Union President and CUPE National Representative.

12.06 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 12.05(a) within fourteen (14) calendar days of the date of the written response noted in Article 12.04.

An Employer Grievance shall be set forth in writing, be signed by the Director, Employee Relations and Planning or the Chief Human Resources Officer and shall be submitted to the Union in accordance with Article 12.05(b) within fourteen (14) calendar days of the written response noted in Article 12.04.

In instances where the Informal Resolution Process is not followed, Grievances shall be filed in accordance with Article 12.05 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.

- 12.07 The Director, Employee Relations and Planning or their designate with equivalent decision-making authority 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.
- 12.08 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.
- 12.09 If the Grievance is not settled at the Grievance meeting referred to in Article 12.07, 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 Chief Human Resources Officer, 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 12.07.
- 12.10 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).
- 12.11 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 12.11 shall not relieve the Bargaining Unit member from any other normal supervisory duties. Moreover, this Article 12.11 shall not prevent the Employer from calling Bargaining Unit members as witnesses in arbitration proceedings related to other Local 5524 members.
- 12.12 A grievor has the right to attend the Grievance meeting noted in Article 12.07 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.

- 12.13 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.
- 12.14 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 13 – ARBITRATION PROCEDURE

- 13.01 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 12.09. 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 12.09, either Party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.
- 13.02 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.
- 13.03 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.
- 13.04 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.
- 13.05 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 14 – SENIORITY

- 14.01 Seniority for all employees shall mean the total number of hours worked by an employee during appointments satisfactorily completed within the employee's current academic program while the employee is enrolled as a graduate student.
- 14.02 Seniority shall be retained and will continue to accrue while the employee remains registered as a graduate student in their current graduate academic program at the University of Waterloo. Seniority shall be lost upon the employee ceasing to be registered as a graduate student in that program. It is understood that members will experience no loss of seniority while on any statutory leaves or leaves found elsewhere in this Agreement.
- 14.03 Seniority will accrue separately for GTA and GRA appointments.
- 14.04 The Employer will provide the Union with an updated seniority list within two (2) weeks after the end of each term. Any employee that disagrees with the calculation of their individual seniority shall raise the issue with the Employer within thirty (30) days of the list being delivered. If the dispute cannot be resolved between the employee and Employer, it shall be dealt with through the grievance procedure in Article 12.

ARTICLE 15 – APPOINTMENTS

The Parties acknowledge that the University of Waterloo may extend a funding package to a graduate student. The Parties further acknowledge that the University retains full and exclusive discretion over any such funding package, except where addressed elsewhere in this agreement. The funding package may include two separate and distinct components: (1) academic financial support; and/or (2) an opportunity for employment income. The Parties agree that this Collective Agreement applies solely to the employment income component, and only to the extent that such income is provided through appointments covered by this Agreement.

15.01 GUARANTEED APPOINTMENTS

- (a) An Offer of Admission to the University of Waterloo may include a number of appointments that the employee will receive based on the employee's continuous enrollment as a full-time student in a graduate program. Such an appointment will be deemed a Guaranteed Appointment. Where the Offer of Admission provides for a promise of Employment Income as part of a total funding package for the graduate student, the Offer of Admission will specify a corresponding number of Guaranteed Appointments for GTA and/or GRA appointments.
- (b) The Offer of Admission may identify the academic year(s) and/or term(s) for the Guaranteed Appointment(s). Where this occurs, the Guaranteed

Appointment will be deemed a Specified Guaranteed Appointment. Where the Offer of Admission does not identify the academic year(s) or term(s), the Guaranteed Appointment will be deemed an Unspecified Guaranteed Appointment.

An employee who is beyond their program limits may still apply to the hiring unit and may receive additional appointment(s).

- (c) The Employer retains full discretion to offer the employee a GTA, GRA, or Sessional appointment to satisfy a Guaranteed Appointment. Where the employee accepts such an offer, a Guaranteed Appointment shall be deemed redeemed, and the employee shall be paid at the wage rate applicable to the GTA, GRA, or Sessional appointment. For greater certainty, where the wage rate for the offered appointment exceeds the Employment Income amount specified in the Offer of Admission, the employee shall receive the higher wage rate for the duration of that appointment, with no additional entitlement arising from the Guaranteed Appointment. The Employer agrees that no payment of wages under this clause will result in a reduction of, or offset against, the academic financial support promised by the University to a graduate student.
- (d) Where an employee with a Guaranteed Appointment fails to apply pursuant to Article 15.02, within the defined length of the employee's program pursuant to the Graduate Studies Academic Calendar, or where an employee with a Guaranteed Appointment declines the Guaranteed Appointment, or fails to respond to an offer of appointment, the Guaranteed Appointment shall be forfeited and the employee shall be deemed to have resigned their employment for that term.
- (e) Where an employee cannot exercise their Guaranteed Appointment, due to being granted an accommodation relative to a protected ground under the Ontario *Human Rights Code*, or due to an approved leave of absence pursuant to the *Employment Standards Act*, 2000 or for any other leave found elsewhere in this agreement, the employee may still exercise a Guaranteed Appointment, at a subsequent time deemed appropriate by the Employer. For clarity, in such circumstances, where an employee holds a Specified Guaranteed Appointment, it would become an Unspecified Guaranteed Appointment.
- (f) In all circumstances, where the employee has received the Employment Income amount specified in their Offer of Admission, or payment in lieu thereof, there will be no additional entitlement arising from any remaining Guaranteed Appointment(s). For clarity, this clause will not apply in situations where an employee receives any scholarships and these scholarships will not be included as Employment Income.

- (g) Where there are no Guaranteed Appointments identified in the Offer of Admission or where the employee has no available Guaranteed Appointment for a specific term or academic year, the current or incoming matriculated graduate student may still apply under Article 15.02 and they shall be informed of their right under this article.

15.02 APPLICATION PROCESS

- (a) To be eligible for an appointment, the employee must complete the application process. To initiate the application process, the employee with or without Guaranteed Appointment(s) must indicate their interest in employment by submitting an application no later than August 1 (Fall term), December 1 (Winter term) and April 1 (Spring term), unless an earlier deadline is specified by the Employer. It is understood that only qualified applicants will be considered.
- (b) Where an appointment becomes available after the application deadline noted in 15.02(a), graduate students within the relevant hiring unit will be sufficiently notified of the position and the timelines to apply.
- (c) The application to a faculty, school, or department, shall include, at a minimum, the following:
 - i. Whether the applicant has a non-binding preference for or against a specific appointment(s), or if they have no preference;
 - ii. Current and previous degrees;
 - iii. Description of previous TA/RA experience or other relevant work experience; and,
 - iv. Skills and competencies related to TA/RA work.

15.03 APPOINTMENT ASSIGNMENT PROCESS

- (a) The Employer may establish reasonable prerequisites that an applicant must meet to be qualified for a particular appointment.
- (b) Appointments within a faculty, department, or school will be offered to qualified graduate students in the following order of priority:
 - i. Full-time graduate students with a Specified Guaranteed Appointment for a specific term or academic year, who are enrolled in the specific faculty, department or school offering the appointment;
 - ii. Full-time graduate students with an Unspecified Guaranteed Appointment, who are enrolled in the specific faculty, department or school offering the appointment;

- iii. Full-time graduate students who are enrolled in the specific faculty, department or school offering the appointment, and an appointment is required to meet their annual or total Employment Income commitment;
 - iv. Graduate students, including part-time graduate students, who are enrolled in the specific faculty, department or school offering the appointment;
 - v. Graduate students, including part-time graduate students.
- (c) Qualified applicants who are full-time University of Waterloo graduate students will be given preference over applicants who are not full-time graduate students for appointments.
- (d) At each level of consideration outlined in Article 15.03 (b), where two or more candidates have relatively equal qualifications, seniority will prevail.
- (e) The University values the opportunities that Teaching Assistant appointments provide to students. Undergraduate Teaching Assistant appointments may be used where they are pedagogically, operationally, or academically appropriate. The use of Undergraduate Teaching Assistant appointments is not intended to replace Graduate Teaching Assistant opportunities. The University will make reasonable efforts to maintain an appropriate balance between undergraduate and graduate Teaching Assistant appointments. Where a projected material increase (more than five (5%) percent) in the appointment of Undergraduate Teaching Assistants as compared to the total appointments of Teaching Assistants, is anticipated in any term relative to the same term in the previous academic year, the University will discuss its rationale with the Union during the meeting of the Labour Relations Committee at the start of the Spring term along with the details provided for in Article 11.06. Furthermore, the final number of undergraduates assigned to Teaching Assistant appointments for the prior term shall be provided to the Union at each meeting of the Labour Relations Committee at the start of each term.
- (f) The Union agrees that the University shall make the determination as to the number of available appointments and the assignment of applicants to appointment(s) based upon criteria set by the University and in accordance with this Agreement.
- (g) For the purposes of this Article, qualifications shall include competence, relevant educational background, experience and ability to perform the duties of the position. Academic standing shall not be used as the sole criterion for selection of candidates for positions.

- (h) Where operationally feasible, the Employer shall endeavour to accommodate the preferences of applicants as outlined in the application noted in Article 15.02 (c) and/or accommodate a request from an employee not to be assigned to a work supervisor who is also the employee's academic supervisor.
- (i) Offers of appointment shall be provided to the employee no later than ten (10) calendar days prior to the start date of the Appointment and shall be accepted or declined within five (5) calendar days of the date of the offer. Failure to accept an offer of appointment by the above deadline will constitute declining the position for that term.
- (j) If an applicant anticipates that they will not be able to respond to an offer for an appointment pursuant to the timelines outlined in 15.03(i), the applicant shall provide written notice in advance of offers being extended, to the designated contact person(s) for the appointment(s), advising whether they will accept or decline the appointment(s), should they be offered the appointment(s). Such notice shall be honoured during the period offers are provided within the hiring unit.
- (k) Notwithstanding the foregoing, the timelines described in 15.03(i) do not apply in the following circumstances:
 - i. Where an appointment remains unfilled following the Application Process described in 15.02;
 - ii. Where no qualified candidate has accepted an appointment within five (5) calendar days of the start of the appointment; or,
 - iii. Where an appointment becomes available after the application deadline noted in 15.02(a).
- (l) The Employer shall not refuse to appoint an applicant on the grounds of unsatisfactory performance of the duties of the position the applicant has held, unless the basis for the finding of unsatisfactory performance has been communicated to the employee in accordance with Article 23 – Evaluation and Employee Files.
- (m) Appointments shall not be cancelled or deferred as a result of the employee receiving any internal or external funding unless requested by the employee.

15.04 REDUNDANCY OF APPOINTMENTS

- (a) Where an employee's position becomes redundant during the course of an appointment, the Employer may assign other duties to the employee, and the Union shall be notified within ten (10) working days. It is understood that such duties may be unrelated to the duties of the redundant position. The

Employer shall endeavour to ensure that the duties are consistent with the employee's previous service with the Employer. The employee's Assignment of Duties will be updated accordingly and a meeting between the supervisor and the employee shall occur.

- (b) If the employee refuses to accept such an assignment, they shall be deemed to have resigned their position for that academic term.
- (c) If the Employer is unable to assign other duties, the employee shall be paid in full for that term.

ARTICLE 16 – HOURS OF WORK

- 16.01 (a) A regular or full TA position is a position that requires an average of approximately ten (10) hours of work per week, for a total of up to 160 hours of work per appointment. Except in the case of appointments that are compressed into a shorter period of time (Study abroad appointments, field work appointments, etc.), employees will normally not be required to work more than twenty (20) hours in any week. However, the number of hours in a regular or full TA position shall be defined per hiring unit and will be standard across that hiring unit. Except for compressed appointments, the Employer shall not require or schedule bargaining unit work which would necessitate an employee to work more than eight (8) hours in a day.
- (b) Fractional TA positions of 0.25, 0.5 and 0.75 (based on the normal hours for a full TA appointment in each hiring unit) may be arranged and will be paid a prorated amount. Multiple fractional positions may be assigned to one employee subject to the hours of work requirements set out in this article, and normally not to exceed, except in the cases contemplated in (a) above, more than twenty (20) hours in any week. For greater clarity, unless approved by the Employer, an Employee may not hold more than one (1) full appointment, or the equivalent thereof, in the same term.
- (c) The hours of work for all Research Assistant positions will be determined by the hiring unit prior to the position being posted and will not normally exceed an average of ten (10) hours per week or eight (8) hours per day. Employees will normally not be required to work more than twenty (20) hours in any week. However, due to the nature of Research Assistant appointments, the Parties acknowledge that there may be exceptional circumstances (laboratory experiments, field work, etc.), whereby the employee may be required to work beyond the normal hours.
- 16.02 Except in cases of proctoring exams, the Employer shall make best efforts to not require or schedule work on Saturdays, Sundays, Statutory Holidays, or after

hours (taken to be outside 8:30am –10:00pm). However, in cases where the Employer determines it is necessary:

- (a) Reasonable notice will be provided; and
- (b) All hours worked will be counted towards the appointment at a rate of time and one half.

- 16.03 The hours of work and length of appointment for each position shall be specified at the time of appointment. No supervisor shall request that an employee work, and no employee shall work, hours in excess of those specified without the express written authorization of the head of the hiring unit. The employee shall be paid at the current hourly rate for any excess hours worked in accordance with this Article.
- 16.04 In accordance with Article 16.03, an Assignment of Duties shall be established for all appointments to clearly define the Employer's expectations. The Assignment of Duties shall establish estimated time requirements for the appointment. The Assignment of Duties will normally be provided to the employee no later than five days after the appointment commences.
- 16.05 It is recognized and agreed that the Employer may need to change or adjust the assigned duties during the appointment. Additionally, an employee may have reasonable concerns with the expectations as outlined in Article 16.04. The Employer and/or the employee have the right to request a meeting for the purpose of reviewing the employee's assigned duties as outlined in the Assignment of Duties.
- 16.06 It is further recognized and agreed that it is the responsibility of both the employee and the supervisor to ensure that the hours of work are being adhered to for the Appointment. At any time during the appointment, the employee or the Employer have the right to request to meet for the purpose of reviewing the hours of work, as outlined in the Assignment of Duties.
- 16.07 Where additional hours are deemed necessary by the Employer, or where an employee is found to have been assigned duties that, if continued to the end of the term of the appointment, would exceed the hours provided for in the appointment, the supervisor shall resolve the problem in consultation with the employee, by either reducing the remaining assigned duties or, with express written authorization of the head of the hiring unit and with the consent of the employee, allocate additional hours for which the employee will be compensated at the current hourly wage so as to account for all duties assigned to the employee.
- 16.08 If, during the discussions described in Articles 16.05, 16.06 or 16.07 or at any other point during the term of the appointment, the Employer changes the duties or the allocation of hours for any duties, such changes shall be discussed with

the employee and confirmed in writing. The Supervisor shall provide written notice of any changes as far in advance as reasonably possible to provide adequate time for preparation. Reasonable efforts shall be made to avoid changes to duties within two weeks of the last day of classes.

- 16.09 An employee shall have the right to be accompanied by a Union representative at any meeting contemplated under Articles 16.05, 16.06, 16.07, and 16.08. If there are concerns that cannot be resolved through such meetings contemplated under Articles 16.05, 16.06, 16.07 or 16.08, the concerns will be subject to the grievance procedure outlined in the Agreement.
- 16.10 Nothing in this Article shall be construed to restrict the exclusive right of the Employer to assign duties or otherwise direct the workforce in accordance with Article 2 of this Agreement.
- 16.11 All assigned duties of an employee shall be included in the calculation of required hours. Such duties may include, but are not limited to data collection and analysis, writing research material, reading lecture materials and assigned readings, teaching, demonstrating, conducting seminars, leading discussions, supervising laboratories, preparing classes, attending lectures, training on new technology; mandatory training (e.g. WHMIS training, Workplace Violence Awareness, Employee Safety Orientation, Accessibility Training, and appointment specific training), marking students' work, providing feedback to students, consulting with students, holding of assigned office hours, setting/cleaning up tests, examinations and lab sets, setting/cleaning up of experiments, preparing written or audio-visual materials, conducting field trips, proctoring of examinations, compiling and uploading grades, conferring with the supervisor as required, providing other academic support assistance, monitoring and animating class discussion on educational technologies, the internet, or on email, and other related duties.
- 16.12 Subject to operational requirements, the Employer shall endeavour to minimize excessive fluctuations in the anticipated hours of work of a position. The Employer shall clearly identify at the time of appointment, if it is anticipated that the employee will be required to work fifteen (15) or more hours in a week during a regular or full TA appointment.
- 16.13 Employees shall not be required to grade and correct papers, assignments or examinations during a period of five (5) calendar days immediately prior to the employee's examination, thesis defense or Master's research paper defense in their own degree program. The employee shall notify their employment supervisor as soon as possible but not later than four (4) weeks in advance of the conflict.

ARTICLE 17 – TECHNOLOGY AND INSTRUCTION

- 17.01 No employee shall suffer a reduction of their normal earnings as a result of any technological change introduced during any particular appointment.
- 17.02 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.
- 17.03 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.
- 17.04 The Employer shall provide the following information to the Union as part of the consultation noted in 17.03 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 employee's terms and conditions of employment.
- 17.05 As part of the consultation obligations noted in 17.03, 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.
- 17.06 After a Graduate Teaching Assistant appointment has been accepted by an employee, they will not be required to convert their work to an alternate mode of delivery, unless agreed to between the employee, the Union and the Employer. Such agreement shall not be unreasonably denied.
- 17.07 Where use of specific technology is not required for the performance of the appointment, as determined by the Employer, no employee shall be denied such appointment owing to an inability to use such technology.
- 17.08 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 18 – OFFICIAL UNIVERSITY CLOSURE

- 18.01 In the event the University declares an emergency and the University closes and cancels all scheduled classes, employees shall continue to receive their regular salary and benefits through to the end of their current appointment in the academic term in which the emergency occurred.

ARTICLE 19 – PARTICIPATION IN DEPARTMENTAL MEETINGS

- 19.01 Up to two (2) Bargaining Unit employees, as appointed by the Union, will be permitted to participate in any departmental meetings occurring within their department of appointment, where the departmental meeting includes all other departmental employees. A Bargaining Unit employee may request a copy of the Minutes from said departmental meetings within their department of appointment and may be provided with the Minutes where available. Bargaining Unit employees will have a reasonable opportunity to participate in appropriate departmental ad hoc committees and working groups, as determined by the Employer.

ARTICLE 20 – ACADEMIC FREEDOM

- 20.01 All Bargaining Unit employees shall be accorded academic freedom pursuant to this Article.
- 20.02 Employees are required to discharge their responsibilities in accordance with the reasonable expectations of the Employer, based on the reasonable needs of the students.
- 20.03 Any exercise of academic freedom must comply with Article 20.02 above and be consistent with applicable degree plans and the course's role in such plans as defined by the Employer. Academic freedom means the freedom to examine, question, and teach students, and to disseminate content to students relevant to the employee's assigned courses, including relevant political, cultural and philosophical ideas, and is directly associated with the learning outcomes of the course as defined in the syllabus. Academic freedom also entails freedom from institutional censorship within the bounds of the law.
- 20.04 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 21 – INTELLECTUAL PROPERTY

- 21.01 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).
- 21.02 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.
- 21.03 Prior to any changes to the Policy, the Employer agrees to consult with the Union regarding the effects of such changes.

ARTICLE 22 – EMPLOYEE PRIVACY

- 22.01 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.

- 22.02 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 22.05.

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.

- 22.03 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.
- 22.04 The Employer shall not trade or sell any digital data related to Bargaining Unit employees to any third party.
- 22.05 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.
- 22.06 Employee digital data shall be stored and handled in compliance with applicable federal, provincial and/or municipal data protection and privacy laws.

ARTICLE 23 – EVALUATION AND EMPLOYEE FILES

- 23.01 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 and/or research evaluation. Such notice shall identify the aspects of the employee's performance to be evaluated.
- 23.02 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.

- 23.03 An employee may request a performance evaluation to obtain constructive feedback. The employment supervisor or designate maintains the discretion whether or not to grant the request for an evaluation and retains discretion to appoint a qualified delegate to conduct such evaluation. However, such a request shall not be unreasonably denied, nor shall such a request exceed one (1) per appointment.
- 23.04 No formal evaluation, as contemplated by 23.01, 23.02, or 23.03 above, shall be placed in an employee's Employee File, unless it conforms to this Article.
- 23.05 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:
- (a) records of training taken and/or received by the employee;
 - (b) records of past or current appointments;
 - (c) application materials related to appointments submitted by the employee;
 - (d) formal evaluation materials collected pursuant to this Article 23;
 - (e) records of Disciplinary Penalties (subject to the timelines noted in Article 8.06);
 - (f) records of informal performance-related discussions with the employee (subject to the timelines noted in Article 8.08);
 - (g) personal information necessary for the administration of pay and benefits; and
 - (h) information, including personal information, needed to permit the Employer to comply with Article 6.
- 23.06 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.
- 23.07 The Employer agrees to inform the employee when a document related to the employee's performance, meaning a document noted in 23.05(d), 23.05(e), or 23.05(f) above, has been placed in the Employee File.
- 23.08 Employees have the right to request, or receive copies of, any documents contained in the Employee File.

- 23.09 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 24 – OFFICE SPACE AND FACILITIES

- 24.01 To the extent that departmental resources permit, and as are required for the performance of their duties, as determined by the University, and if not otherwise available to the Bargaining Unit employee, departments shall provide employees with:

- (a) use of facilities, services, equipment and software;
- (b) access to library facilities and audio-visual facilities;
- (c) access to appropriately equipped classrooms; and,
- (d) office supplies, and free 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
- (e) after the appointment, employees shall be permitted to access the Employer's premises to determine if the Employer has received their inter-office mail. Unclaimed inter-office mail shall be retained by the Employer for four (4) months following the employee's last appointment. Before any inter-office mail is disposed of, the Employer will attempt to contact the employee via email to notify them of the inter-office mail received.

For clarity, Article 24.01 shall not require the Employer to provide personal electronic devices to Bargaining Unit employees.

- 24.02 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.
- 24.03 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 appointment. 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 appointment, unless the employee is dismissed for disciplinary reasons. Such email, library access, and 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.

- 24.04 The Employer shall provide all Bargaining Unit employees with access to appropriate office or other working space, relative to the task required by the Employer, and, as determined in the Employer's reasonable discretion, for the duration of each appointment, to permit such employees to perform 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 Employer.
- 24.05 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.
- 24.06 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).
- 24.07 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.
- 24.08 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.
- 24.09 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.
- 24.10 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 6.01, the Employer will indicate which Bargaining Unit employees have not previously worked for the Employer. The foregoing meeting, whenever possible, shall occur outside scheduled hours pursuant to the appointment.

- 24.11 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 25 – DOSSIERS

- 25.01 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 at the Bargaining Unit employee's expense for the purpose of allowing such employees to create dossiers or other similar documents necessary for the foregoing applications.

ARTICLE 26 – HEALTH AND SAFETY

- 26.01 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.
- 26.02 Without limiting the generality of 26.01 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.
- 26.03 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.
- 26.04 Upon employee request, the Employer shall make available CSA-approved CA-N95 masks to Bargaining Unit employees.

- 26.05 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.
- 26.06 The Union shall be permitted to attend any health and safety educational programs directed to Union membership and conducted or sponsored by the Employer.
- 26.07 The Union (i.e. Unit 1) 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.
- 26.08 The Employer shall provide, at no cost, certification training to members of the Union that sit on applicable Joint Health and Safety Committee(s).
- 26.09 Within 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. If the Bargaining Unit employee completes required safety related training and/or courses, pursuant to a specific appointment, and as directed by the Employer, then the time spent fulfilling those requirements shall contribute to the Bargaining Unit employee's allotted working hours for that appointment.

ARTICLE 27 – HOLIDAYS

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

- | | |
|-------------------|---------------------|
| a) New Year's Day | g) Labour Day |
| b) Family Day | h) Thanksgiving Day |
| c) Good Friday | i) December 24 |
| d) Victoria Day | j) Christmas Day |
| e) Canada Day | k) Boxing Day |
| f) Civic Holiday | |

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.

- 27.02 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.
- 27.03 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.
- 27.04 If any other day is proclaimed by the provincial government as a statutory holiday, it shall be added to the holidays stated above.

ARTICLE 28 – WAGES

- 28.01 The following wage grid will be established for all Bargaining Unit Members. This wage specifies the minimum hourly rate of pay across all departments:

Effective Date	Graduate Teaching Assistant	Graduate Research Assistant – Master’s	Graduate Research Assistant - Doctoral
May 1, 2026	\$51.53	\$49.14	\$58.46

- 28.02 In cases where the grid would allow a pay decrease for a given Bargaining Unit Member, that Member will instead maintain their current rate of pay.

Where the minimum rate of pay associated with an appointment would allow for a decrease in the rate of pay an employee previously received in the same appointment, that employee will maintain their prior rate of pay associated with that appointment.

- 28.03 These wages in Article 28.01 are subject to statutory deductions for income tax, Canada Pension Plan (CPP) contributions and Employment Insurance (EI) premiums.
- 28.04 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.
- 28.05 The rates in Article 28.01 do not include the mandatory vacation pay specified in Article 28.07 and the *Employment Standards Act* 2000. This additional vacation pay will be paid out bi-weekly in accordance with Article 28.04.
- 28.06 The Parties recognize and acknowledge the distinct and separate nature of academic financial support that the Employer provides to graduate students and the opportunity for employment income in accordance with the terms of this

Collective Agreement. As such, the Employer agrees that, an employee's entitlement to the wages set out in Article 28.01. of this Collective Agreement will not result in a reduction of, nor be offset against, the academic financial support promised by the University to a graduate student. Furthermore, where a graduate student receives external funding, the Employer agrees that it will not result in a reduction of, nor be offset against, the graduate student's opportunity for employment income, unless requested by the graduate student.

28.07 VACATION PAY

Employees shall be entitled to an additional 4% of salary as statutory vacation pay (or 6% if required by the *Employment Standards Act*, 2000).

28.08 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.

ARTICLE 29 - ALLOWANCES

29.01 (a) TRAVEL EXPENSES

Bargaining Unit employees who are required by the Employer to travel to a location away from the primary work location of the appointment, as established by the Employer, for work-related purposes, the Employer shall pay for the 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.

(b) CHANGE OF WORK LOCATION

If the Employer changes the primary work location of an appointment after the appointment has been accepted, the Employer shall pay for the reasonable costs of such travel from the original work location to the new work location, in accordance with Policy 31 – University Expenses, as amended from time to time.

Similarly, if the Employer requires the employee to attend at an alternate work location on a temporary basis, the Employer shall pay in the manner described above, for all workdays on which the employee is required to attend the alternate work location.

ARTICLE 30 – UNION LEAVES AND ENTILEMENTS

- 30.01 The Employer recognizes that employees who serve on the CUPE 5524 Executive and/or Bargaining Committee, for at least six months may need to seek an academic extension in their respective graduate program due to the time commitments associated with their role on the CUPE 5524 Executive and/or Bargaining Committee. Where an employee requests an academic extension on such grounds, the employee will be required to follow the applicable extension request process, and it is the Parties' expectation that the request will not be unreasonably denied. Academic extension requests that are denied under the applicable request process will not be subject to the grievance procedure outlined in Article 12.
- 30.02 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 1 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 suitable arrangements, as approved by the Employer and at no cost to the Employer, to fulfil their normal teaching and other duties, which may include rescheduling or coverage by a suitable replacement. The Union must provide reasonable and timely advanced notice (including disclosing the alternative arrangements made by the employee) of the absence to the relevant supervisor and Human Resources for consideration and approval. If necessary, the Employer will assist in arranging such a replacement. Such approval shall not be unreasonably denied.
- 30.03 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 assigned duties.
- 30.04 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 30.04 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 maximum hours outlined in the accepted appointment(s), until the end date of that appointment(s). Any Bargaining Unit employee who is provided leave under this article may apply for an extension to their program time limits using the same process as outlined in Article 30.01 above.

30.05 NEGOTIATION PROCEDURES

The Employer shall recognize a Union bargaining committee composed of not more than eight (8) duly elected Union members from Unit 1 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 assigned duties of a Union bargaining committee member and a bargaining session. If such a conflict is unavoidable, affected bargaining committee members will attempt to make suitable alternative arrangements as approved by the Employer, 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 31 – LEAVES

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 14, 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.

31.01 SICK LEAVE

- (a) An employee shall be eligible for sick leave if they are prevented by personal sickness from performing their normal assigned duties.
- (b) To qualify for sick leave, the employee must notify their employment supervisor of the expected duration of their absence. In the case of an absence longer than five (5) days (“extended absence”), the employee shall keep their employment supervisor informed at least biweekly of the anticipated date of their return and, if requested to do so, provide a form supplied by the Employer, signed by a legally qualified medical practitioner, through Employee and Health Accommodations. Prior to the employee’s return from an extended absence, they may be required to provide a form supplied by the Employer, signed by a qualified medical practitioner, through Employee and Health Accommodations, of their fitness to resume duties.

- (c) Where the employee satisfies the above requirements, and provided the employee was scheduled by the Employer to perform assigned duties during the sick leave, the employee shall be provided six (6) hours of paid sick leave per appointment, pro-rated for fractional appointments. For greater clarity, sick leave does not trigger or contribute to any entitlement to overtime.
- (d) Where an employee is unable to fulfill their hours of work due to a sick leave that extends beyond six (6) hours of paid sick leave per appointment, pro-rated for fractional appointments, the employee shall be granted unpaid sick leave for the duration of their illness, up to the end of their appointment contract(s), unless otherwise required by law.
- (e) Where operationally feasible, and with the approval of the employee's employment supervisor, the employee may be permitted to reschedule missed hours of work, above the six (6) hours of paid sick leave per appointment, pro-rated for fractional appointments, noted in (c) above, in order to avoid a loss of pay. Nothing in this Article obligates the Employer to permit rescheduling.

31.02 BEREAVEMENT LEAVE

- (a) Employees shall be eligible for up to six (6) hours of paid bereavement leave per appointment, in the event of the death of an immediate family member, provided the employee was scheduled by the Employer to perform assigned duties during the bereavement leave. Notice must be provided to the relevant employment 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.
- (b) Where operationally feasible, and with the approval of the employee's employment supervisor, the employee may be permitted to reschedule missed hours of work, above the six (6) paid hours noted in (a) above, in order to avoid a loss of pay. Nothing in this Article obligates the Employer to permit rescheduling. For greater clarity, bereavement leave does not trigger or contribute to any entitlement to overtime.

31.03 JURY/WITNESS LEAVE

Upon written request, supported by a copy of the summons, an employee shall be granted a leave 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 employment 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. In such circumstances, the employee's anticipated pay for the appointment shall be protected, less any amounts paid by the Court.

31.04 CONFERENCE LEAVE

- (a) Subject to approval by the employee's employment supervisor, an employee shall be granted leave of up to one week of their appointment contract(s) to attend professional development or academic conferences. Such leave shall not be unreasonably denied.
- (b) It is understood that attendance at the above events is conditional upon employees making suitable arrangements, as approved by the Employer and at no cost to the Employer, to fulfil their normal teaching and other duties, which may include rescheduling or coverage by a suitable replacement. The employee must provide reasonable and timely advanced notice (including disclosing the alternative arrangements made by the employee) of the absence to the relevant employment supervisor for consideration and approval. If necessary, the Employer will assist in arranging such a replacement. Such approval shall not be unreasonably denied.
- (c) Where operationally feasible, and with the approval of the employee's employment supervisor, the employee may be permitted to reschedule missed hours of work in order to avoid a loss of pay. Nothing in this Article obligates the Employer to permit rescheduling.

ARTICLE 32 – CORRESPONDENCE

- 32.01 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, Employee Relations and Planning 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 33 – DURATION AND MODIFICATION OF AGREEMENT

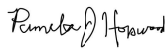
- 33.01 This agreement shall continue in force and effect from January 12, 2024 to April 30, 2027 and shall be renewed automatically thereafter for periods of one year each unless either party notifies the other in writing within the period of ninety (90) days before the agreement ceases to operate that it desires to amend or terminate this agreement. Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lockout occurs, whichever first occurs.

Signed on this 27th day of July, 2026.

For the Union


Erin Silver (2026-07-20 20:15:05 EDT)


Avery Em Hiebert (2026-07-22 00:00:29 EDT)


Remi Howard


Murad Alizada (2026-07-22 07:47:32 EDT)


Kathleen Pita (2026-07-20 11:15:39 MDT)

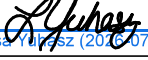

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Kian Duen


Julia Schirmeister (2026-07-20 12:47:50 EDT)


Tim Wilson (2026-07-20 12:38:42 EDT)

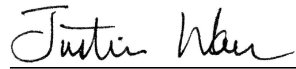
For the Employer


Lisa Yurcz (2026-07-20 23:13:50 EDT)

Chris Houser
Chris Houser (2026-07-20 12:45:22 EDT)


Jack Rehder (2026-07-21 08:58:52 EDT)


Kathryn MacDonald (2026-07-21 10:02:42 EDT)


Justin Wren


Katherine Thorne


Veronica Connors (2026-07-20 13:02:02 EDT)


Ali Nili


Dan H. Roberts


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Letter of Understanding

-between-

The University of Waterloo

-and-

Canadian Union of Public Employees,
and it's Local 5524.01(TA/RA)

RE: Pay in Lieu of Benefits

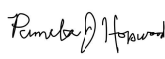
Beginning on or after the date of ratification, employees will receive a payment of \$100 per completed appointment, as compensation in lieu of benefits. This amount will be prorated for fractional appointments and will not be paid to employees who are eligible for the Employer's benefit plan through another position with the Employer. The payment will be included on the final pay period for the term of the appointment and treated as taxable income and subject to applicable deductions.

Signed on this 27th day of July, 2026.

For the Union


Erin Silver (2026-07-20 20:15:05 EDT)


Avery Em Hiebert (2026-07-22 00:00:29 EDT)


Pamela D Howard


Murad Alizada (2026-07-22 07:47:32 EDT)


Kathleen Pita (2026-07-20 11:15:39 MDT)



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Katherine Thorne

Kiran Durr


Veronica Connors (2026-07-20 13:02:02 EDT)


Julia Schirmeister (2026-07-20 12:47:50 EDT)




Tim Wilson (2026-07-20 12:38:42 EDT)





Letter of Understanding

-between-

The University of Waterloo

-and-

**Canadian Union of Public Employees,
and it's Local 5524.01(TA/RA)**

RE: Implementation of Guaranteed Appointments

Whereas the Parties acknowledge that the introduction of Guaranteed Appointments under the Collective Agreement represents a new framework for administering the employment income component of graduate student funding packages. The Parties further acknowledge that, prior to this Collective Agreement, some funding letters issued to graduate students at the time of admission did not specify the number of Guaranteed Appointments or the proportion of the funding commitment attributable to academic financial support versus employment income. And,

Whereas, this Letter of Understanding sets out the process for implementing Guaranteed Appointments for existing graduate students who remain within the period of their original funding commitment, and

Whereas, for graduate students who were admitted prior to the date of ratification of this Collective Agreement, as well as graduate students who are admitted after ratification but before the Guaranteed Appointment framework is fully implemented, and who remain within their original funding-commitment period, the University will issue a revised notice confirming:

- (a) The total funding commitment previously communicated to the student;
- (b) A breakdown of the two components of the funding package, namely:
 - i. the academic financial support component; and
 - ii. the opportunity for employment income;
- (c) The number of Guaranteed Appointments that correspond to the employment-income component of the student's funding commitment.

For clarity, this breakdown and the resulting number of Guaranteed Appointments are administrative allocations required for implementation of the Collective Agreement and do not amend the underlying funding commitment.

Whereas for further clarity, where an original offer of admission letter stated that a graduate student would “normally” receive a specified number of graduate teaching assistantships, such language shall be interpreted as guaranteeing that number only to the extent that, the student remains within their funding-commitment period, they have not already received or forfeited such appointments, and their funding commitment has not yet been met through internal sources;

Now therefore, the Parties agree to the following for graduate students covered by this Letter of Understanding:

- (a) Where a graduate student has already received one or more appointments referenced in their offer of admission, the number of Guaranteed Appointments assigned in the revised notice shall be reduced by the number of appointments already received.
- (b) Where a graduate student declined, failed to apply for, or otherwise missed an appointment opportunity in a prior term, whether due to failure to meet departmental application deadlines or failure to accept offered work, such missed opportunities shall be treated as redeemed or forfeited, and the number of Guaranteed Appointments assigned in the revised notice shall be reduced accordingly.
- (c) The total number of Guaranteed Appointments assigned in the revised notice shall not exceed the number of appointments that correspond to any remaining funding amount, after accounting for any employment income already received or forfeited.
- (d) For clarity, Guaranteed Appointments are not retroactive and do not give rise to any entitlement to wages or monetary compensation for terms in which the graduate student did not hold employment.
- (e) The Union shall not file or support any grievance regarding:
 - i. the number of Guaranteed Appointments assigned, except where the total Guaranteed Appointments assigned is less than the remaining number referenced in the original offer letter after accounting for appointments already received or forfeited as described above, and the amount of funding commitment from sources internal to the University that remains outstanding;
 - ii. the allocation or division of the funding commitment between academic financial support and employment income; or
 - iii. the methodology used by the University to convert the historical funding commitment into the categories referenced in Article 15 of the Collective Agreement.

The Union may be permitted to grieve in instances where the University's revised notice results in a lesser remaining entitlement than that set out in the graduate

student's offer of admission after accounting for proper adjustment for used or forfeited appointments, as well as any remaining internal funding.

- i. The Union acknowledges that, prior to this Collective Agreement, the concepts of Guaranteed Appointments and the division of the funding package into the above components did not exist, and consequently the University retains full discretion to establish the appropriate administrative conversion for existing students.
 - ii. Nothing in this Letter of Understanding shall be interpreted as creating rights or entitlements for existing students beyond those expressly set out in their revised notice and the Collective Agreement.
- (f) Once an existing student receives their revised notice:
- i. The administration of Guaranteed Appointments, including eligibility, assignment, forfeiture, and payment, shall be governed by Article 15 of the Collective Agreement.
 - ii. The protections against offsetting (as set out in Article 28) apply in full.
 - iii. Academic financial support remains separate and distinct from employment income and is outside the scope of the Collective Agreement, consistent with Article 15.
- (g) For clarity, this Letter of Understanding does not apply to any graduate students whose offers of admission already incorporate the Guaranteed Appointment framework.
- (h) This Letter of Understanding is entered into on a without prejudice and without precedent basis and shall not be relied upon in any other matter, negotiation, or interpretation except for the implementation of Guaranteed Appointments for existing graduate students as described herein.

Signed on this 27th day of July, 2026.

For the Union

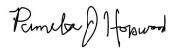

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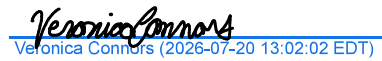

Kathleen Pita (2026-07-20 11:15:39 MDT)

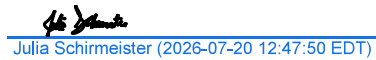






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Veronica Connors (2026-07-20 13:02:02 EDT)


Julia Schirmeister (2026-07-20 12:47:50 EDT)




Tim Wilson (2026-07-20 12:38:42 EDT)





Letter of Understanding

-between-

The University of Waterloo

-and-

**Canadian Union of Public Employees,
and it's Local 5524.01(TA/RA)**

RE: Implementation

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

ARTICLE	EFFECTIVE DATE
Article 28.01 – Wage Rates	May 1, 2026
Guaranteed Appointments	September 1, 2026
Biweekly pay	April 30, 2027
Seniority Lists	Completed by June 15, 2026, dated back to certification
Appointment Application Process	No later than June 15, 2026, for Fall Term 2026
Dues Set-up	Effective upon date of ratification, but collection and remittance to the Union will be within 60 days of ratification

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.

Signed on this 27th day of July, 2026.

For the Union

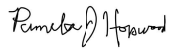

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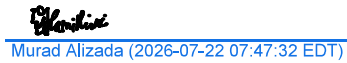
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