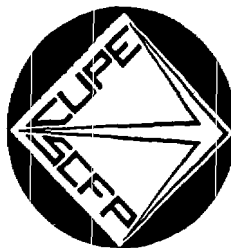




SOURCE	University		
EFF.	95	09	05
TERM.	96	09	04
No. OF EMPLOYEES	710 1294		
NOMBRE D'EMPLOYÉS	114		

COLLECTIVE AGREEMENT
BETWEEN
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3913 - UNIT #1
AND
THE UNIVERSITY OF GUELPH



Expiry Date: September 4, 1996

JB
99/03/12
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COLLECTIVE AGREEMENT ENTERED INTO
in the City of Guelph in the Province of Ontario
as of the 5th day of September, 1995.

BETWEEN:

THE UNIVERSITY OF GUELPH
(hereinafter called the "University")

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3913 (UNIT #1)
(hereinafter called the "Union")

Expires the 4th day of September, 1996.

Article I Scope and Purpose

1.01

The scope and purpose of this agreement are to establish and maintain an orderly employment relationship between the University and its employees represented by the Union; to provide mechanisms for the prompt and equitable handling of non-academic grievances and disputes; to promote cooperation and understanding between the University and its employees; and to jointly recognize the mutual value of continued dialogue in all matters relevant to working conditions, hours of work, wage scales and other non-academic matters.

1.02

The parties agree to the foregoing and following provisions which shall supersede all previous agreements between the University and the employees represented by the Union.

1.03

Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included.

1.04

For the purpose of interpretation of this Agreement, the following definitions will apply:

- (a) "Employee" means an employee of the University included in the bargaining unit as defined in Article II of this Agreement;
- (b) "Supervisor" means the person directly responsible for the assignment and direction of work;

- (c) "Student" means a person who is registered as a student at the University of Guelph;
- (d) Unless otherwise specified, a "day" is a working day in the University's Human Resources Division;
- (e) "Department" means Academic Department or School;
- (f) "GSA-I" means graduate service assistants employed in work directly related to the academic enterprise;
- (g) "Academic Semester" means as defined in the Graduate Calendar and in the case of the Doctor of Veterinary Medicine (DVM) programme as defined in the Undergraduate Calendar;
- (h) Notwithstanding Article 12.01, "probationary employee" means an employee who has:
 - (i) been employed in a bargaining unit position for less than one 1 semester; or
 - (ii) been employed previously as a GSA-I and who has been subsequently appointed to a Graduate Teaching Assistant position, that employee will then serve a further one (1) semester of probation; or
 - (iii) been appointed to a Graduate Teaching Assistant position after having been employed in an Undergraduate Teaching Assistant position with substantially different duties or in a substantially different academic discipline, that employee will then serve a further one (1) semester of probation.

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Article II Union Recognition

2.01

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

- (a) persons holding full-time and part-time academic appointments at any rank including contractually-limited term appointments of twelve (12) months or more;
- (b) persons employed under contract as Sessional Lecturers,

- (c) persons employed in the School of Continuing Education, or persons employed in courses intended primarily for students who are not registered in a degree-credit programme;
- (d) persons providing non-credit instruction in the Department of Athletics;
- (e) persons paid exclusively through grant funding from sources other than the University;
- (f) persons engaged by reason of professional status or unique qualifications to give occasional or guest lectures or seminars, making up part of a course offered in a degree-credit programme;
- (g) persons who exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations;
- (h) persons covered by collective agreements or subsisting bargaining relationships between the University and other trade unions as of the date of the Ontario Labour Board's issuance of this Union's certificate.

2.02

Additionally and for purpose of clarity, this Agreement specifically excludes: non-students; students not employed as teaching assistants or GSA-is; faculty; contractually-limited term appointed faculty; part-time faculty; sessional lecturers; post doctoral fellows; research fellows; research associates; programme coordinators; and persons employed primarily in research. Where there is a conflict between this article and the description in the Certificate the Certificate shall prevail.

Article III Management Rights

3.01

The Union recognizes that it is the right of the University to carry out the regular and customary functions of management and to direct the workforce subject to the terms of this Agreement.

3.02

Without limiting the generality of the above, these management rights include, but are not limited to, the right to:

- (a) hire; appoint; re-appoint; not appoint; classify; direct; assign; promote; demote; retire; transfer; layoff or recall; discharge; reprimand, suspend or otherwise discipline employees. A claim of discriminatory promotion, demotion or layoff or a claim of discipline without just cause shall be treated as a grievance, as provided

for under Articles 8 and 9 of this Agreement;

- (b) generally manage the University and without restricting the generality of the foregoing: determine the number of employees required from time to time; determine the requirements of a job; the standards of the work to be performed; the methods, procedures, and equipment; schedules of work; and all other matters concerning the operation of the University;
- (c) maintain order, discipline and efficiency;
- (d) expand, reduce, alter, combine, transfer or cease any course, job, programme, department/school, operation or service, provided that any expansion, alteration, combining, transfer or ceasing of any course, job, programme, department or school is not inconsistent with the terms of this agreement.
- (e) develop, implement, modify and amend policies, rules, procedures and practices provided that such policies, rules, procedures and practices are not inconsistent with the terms of this Agreement.

3.03

The University agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

3.04 **Technological** Change



Departments/Colleges shall notify the Union and affected employees at least thirty days prior to the implementation of significant change(s) to method(s) of course delivery.

Article IV Union Representation

4.01

The University recognizes the right of the Union to appoint a number of stewards, in each college, up to or equivalent to the number of departments/schools in that college. It is agreed that any steward must currently be an employee or have been an employee, in that college, in the eight (8) months prior to his/her appointment as steward. A steward shall continue to be recognized until further written notice from the Union indicating otherwise or until the expiry of the year ending December 31st, whichever is earlier.

The University recognizes the right of the Union to appoint one (1) assistant chief steward to represent each college. It is agreed that any assistant chief steward must currently be an employee or have been an employee: in that college, in the eight (8) months prior to his/her appointment as assistant chief steward. An assistant chief steward shall continue to be recognized until further written notice from the Union indicating otherwise or until the expiry of the year ending December 31st, which ever is earlier.

The University recognizes the right of the Union to appoint one (1) chief steward to represent employees. It is agreed that the chief steward must currently be an employee or have been an employee in the eight (8) months-prior to his/her appointment as chief steward. The chief steward shall continue to be recognized until further written notice from the Union indicating otherwise. The University recognizes the right of the Local Chairperson and the Unit #2 Chief Steward to act in the absence or unavailability of the Unit #1 Chief Steward.

4.02

The University will recognize a bargaining team of not more than seven (7) members, of which two (2) are employees or have been an employee in the eight (8) months immediately prior to the commencement of negotiations.

4.03

There will be a Labour/Management Committee comprised of three (3) representatives of the Union and three (3) representatives of the University. The Committee shall meet at least once every two (2) months for the purpose of discussing issues related to union/management matters that affect the parties. It shall have the authority to make recommendations to the parties, but shall not amend, modify or alter the terms of this Agreement.

4.04

Each party agrees to meet to discuss any matters pertaining to the Union or to this Agreement only with those persons properly authorized to represent the other party.

The Union shall provide the names of all representatives in accordance with the provisions of this Agreement and shall continue to update the University with any changes to that list.

The University shall provide the Union with a list of those persons properly designated to discuss matters concerning the Union or this Agreement once per academic year.

4.05

Subject to the terms of the grievance procedure, all correspondence between the parties shall be mailed between Employee Relations, Human Resources Division and the Office of the Union Local.

Article V No Discrimination

5.01

The University and the Union agree that there shall be no discrimination, interference, restriction, coercion, harassment or intimidation practised in any matter concerning the

application of the provisions of this Agreement by reason of age, race, creed, colour, place of origin, religious belief, political affiliation or activity, sex, sexual orientation, marital or family status (which includes common-law or same sex relationships), physical handicap or disability (as defined by the Ontario Human Rights Code), academic school of thought subject to Article 20 and the instructions of his/her supervisor and the University's right to determine course content, nor by reason of the employee's non-membership, membership or activity in the Union, nor by an employee's exercise or non-exercise of any provision or right under this agreement.

The University agrees that its policy on AIDS shall form part of this Agreement (see Appendix "A").

5.02

It is the University's intention to maintain a work environment in which employees remain free from harassment, intimidation and any threats, explicit or implied that are designed, or might reasonably be understood, to dissuade an employee from exercising his/her rights under Article 5 of this Agreement.

5.03

14
The University and the Union agree to the definition of harassment as defined in the University of Guelph's Sexual and Gender Harassment Policy and Procedure and the University of Guelph's Race Relations Policy***(see Appendix "B")

**policy not yet established, title put in abeyance.

5.04

The University and the Union agree that any allegation of sexual harassment under this Article shall be handled through the grievance procedure in a confidential manner.

In the event of a grievance resulting from an alleged violation of Article 5 the grievor may, where the person against whom allegation is being made is his/her supervisor, refer the grievance to the next highest step of the grievance procedure.

5.05

Where an employee has lodged a grievance alleging that she/he has been a victim of sexual or racial harassment she/he may request of the Dean (or designate) of his/her college that his/her employment duties be modified, as the nature of the particular circumstances dictate, in an attempt to eliminate contact with the alleged harasser during the period of investigation. Such request shall not be unreasonably denied.

5.06

The Union agrees that there will be no solicitation on behalf of the Union on University premises by or of an agent/member of the bargaining unit during his/her working hours, the Union or any of its representatives or members, except as provided in this Agreement or

otherwise in writing.

5.07

The University agrees to notify the Union of any planned changes to the Sexual and Gender Harassment Policy and Procedure or Race Relations Policy***prior to their implementation.

Article VI Union Membership, Security, Facilities and Information

6.01

1/5
2/1

The University will during the term of this Agreement, deduct from the wages (if any, for bargaining unit work) of all employees, an amount equal to the monthly membership dues and assessments as certified to the University by the Chairperson of the Union. The University shall remit the amount deducted to the Financial Officer of the Union Local by the end of the month in which deductions were made and at the same time forward a list of names, departments and job titles of the employees from whom the deductions were made.

6.02

The Union shall indemnify and save the University harmless from any and all claims, lawsuits, judgements, attachments, and from any form of liability arising from or as a result of the deduction or non-deduction of such dues. In circumstances where it is determined as a result of a grievance that an individual should have been in the bargaining unit and therefore paying dues and where such individual is no longer an employee as defined in Article 1.04(a), the University shall reimburse the Union for the full amount of such arrears to a maximum of two (2) semesters of dues.

6.03

The University shall endeavour to have copies of this Agreement printed within ninety (90) days of ratification by both parties. The Union will reimburse the University for one-half (1/2) of the costs.

The University will forward to employees who are earning wages at the time of printing a copy of the new Agreement. The Departments will endeavour to provide new employees with a copy of the current Agreement within fourteen (14) days following the commencement of their employment.

The University will forward twenty (20) printed copies and one (1) computer disk of the new Agreement to the Union.

6.04

The University shall provide the Union with reasonable bulletin board space for official Union notices in all colleges and an account on the University's e-mail system for the purpose of communicating information to the University or to bargaining unit members. Any costs associated with this provision will be invoiced to the Union,

6.05

The University will assist the Union in locating office space on campus, at standard cost, in order to facilitate the orderly administration of this Agreement. The Union is liable for all and any expenses with respect to telephone and other such services.

6.06

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

Article VII No Strike/Lockout

7.01

The Union undertakes that there will be no strike as defined in the Ontario Labour Relations Act during the term of this Agreement nor will the Union or any of its members take part in sympathy strikes, work slowdowns, or any other such related action arising from the activities of other units, locals, unions, employee groups or persons.

7.02

The University undertakes that there will be no lockout as defined in the Ontario Labour Relations Act during the term of this Agreement.

7.03

The University shall have the right to discipline, suspend or discharge any employee who participates in any improper strike, work slowdown, work stoppage, or interference with work.

Article VIII Complaint/Grievance Procedure

8.01

In order to ensure that complaints of employees are remedied, as reasonably possible, the University and the Union mutually agree that the procedure for submitting and dealing with

complaints/grievances, which shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Agreement, shall be as follows.

The University agrees that at any stage of the complaint/grievance procedure the complainant/grievor may be accompanied by a steward of the employee's choice from his/her college. Further, the University agrees that the Local Business Agent may attend any grievance meeting. Either the Local Business Agent or the National Representative may attend a Step 3 and/or Step 4 grievance meeting.

8.02

Verbal Complaint

The University and the Union mutually agree that it is the desire of the parties hereto that complaints of employees shall be adjusted/dealt with as quickly as reasonably possible and it is understood that an employee has no grievance until she/he has first given his/her supervisor an opportunity to adjust/deal with his/her complaint. If an employee has a complaint, she/he shall first discuss the matter with his/her supervisor, with or without a steward of the employee's choice from within his/her college, within ten (10) days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint.

The supervisor shall be allowed ten (10) days to seek information and advice and to communicate his/her answer to the complainant. Failing settlement, the complainant may file a written grievance in the following manner and sequence.

8.03

Written- Grievance

An individual, group or policy grievance shall include the following:

- (a) the date of presentation,
- (b) the nature of the grievance,
- (c) where applicable the names of the grievor(s),
- (d) the remedy sought,
- (e) the article, paragraph or paragraphs of this Agreement allegedly violated or the alleged occurrence said to have caused such grievance.

It is agreed that an individual and a group grievance will not both be filed in reference to the same alleged violation of this Agreement within the same Department. Further, it is agreed that a policy grievance will not be initiated where a group of employees could initiate a group grievance. Additionally, it is agreed that a policy grievance will not be initiated where an individual employee could initiate an individual grievance.

8.04

Brievancee d u r e

Step 1

The employee may submit a written grievance signed by himself/herself and his/her steward, to his/her supervisor, within ten (10) days after receiving the reply from his/her supervisor.

A copy of the above written grievance will be forwarded by the Department to Employee Relations, Human Resources Division.

Failing an immediate settlement, the supervisor will deliver his/her decision in writing to the employee and the Union within ten (10) days following the presentation of the grievance to him/her.

Where the supervisor is a Chair/Director or college Dean, the employee shall advance the grievance to the 3rd or 4th Step of the grievance procedure, as the case may be.

Step 2

Failing settlement of the grievance at Step 1, within ten (10) days following the decision under Step 1 the grievor may present the written grievance to the Chair/Director (or designate) of his/her Department. The Chair/Director (or designate) may meet with the grievor, steward or Assistant Chief Steward within ten (10) days to discuss the grievance. The Chair/Director (or designate) shall deliver his/her decision to the grievor and the Union within ten (10) days of that meeting. If no meeting takes place, the decision shall be delivered to the grievor and the Union within ten (10) days of presentation of the grievance.

Step 3

Failing settlement of the grievance in Step 2, within ten (10) days following the decision under Step 2 the grievor may present the written grievance to the Dean (or designate) of his/her college. The Dean (or designate) may meet with the grievor, steward or Assistant Chief Steward within ten (10) days to discuss the grievance. The Dean (or designate) shall deliver his/her decision to the grievor and the Union within ten (10) days of that meeting. If no meeting takes place, the decision shall be delivered to the grievor and the Union within ten (10) days of presentation of the grievance.

Step 4

Failing settlement of the grievance at Step 3, within ten (10) days following the decision under Step 2 the grievor may present the written grievance to the Assistant Vice President, Human Resources (or designate). The Assistant Vice President, Human Resources (or designate) shall convene a meeting with the grievor, steward and/or Chief Steward or Assistant Chief Steward. The Assistant Vice President, Human Resources (or designate)

shall reply in writing within fifteen (15) days of that meeting.

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

8.05

The time limits in both the grievance and arbitration procedure may be extended only by mutual written consent of both parties to this Agreement. Similarly, no step in the complaint/grievance procedure may be waived without mutual written consent of both parties to this Agreement. Where no answer is given within the time limit specified, the grieving party shall be entitled to submit the grievance to the next step of the Complaint/Grievance Procedure. Should the grieving party exceed the above time limits, the grievance shall be considered to have been abandoned.

No grievance may be submitted to arbitration which has not been properly carried through all requisite steps of the Complaint/Grievance Procedure.

8.06

Group Grievance

A group grievance is defined as an alleged violation of this Agreement concerning two (2) or more employees in the same Department.

A group grievance will be initially presented to the Chair/Director of the Department concerned (i.e. Step 2 of the Complaint/Grievance Procedure) and be processed then and subsequently as set out in Article 8.04.

A copy of the above written grievance will be forwarded by the Department to Employee Relations. Human Resources Division.

8.07

Policy Grievance

A policy grievance is distinguished from an individual employee's grievance or group grievance and is defined as a difference arising between the University and the Union as to the interpretation, application or alleged violation of a specified provision or provisions of this Agreement.

Such policy grievances shall be submitted, in writing, signed by the Chairperson of the Union (or designate), or the Assistant Vice President, Human Resources (or designate), as the case may be, and submitted to the Assistant Vice President, Human Resources (or designate) or Chairperson of the Union (or designate), as the case may be. within thirty

(30) days after the occurrence of the matter that is the subject of the grievance.

The responding party shall provide a written response within twenty (20) days after receipt of the grievance.

If the policy grievance is not resolved, the initiating party may notify the other party, in writing, within twenty (20) days that it intends to proceed to arbitration pursuant to the Agreement.

8.08

In the case of an employee who has completed his/her probationary period and who has been suspended or discharged, the employee may submit a grievance in writing, signed by the employee and the Union, to the Assistant Vice President, Human Resources (or designate) of his/her college, as per Step 4 and be processed then and subsequently as set out in the Complaint/Grievance Procedure in Article 8.04, within five (5) days after the employee's suspension or discharge.

In the case of a probationary employee who has been suspended or discharged, she/he may submit a grievance in writing, signed by the employee and the Union, to the Assistant Vice President, Human Resources (or designate) as per Step 4 of the Complaint/Grievance Procedure in Article 8.04. The Union and the University understand and mutually agree that a lesser standard of just cause exists for probationary employees and such standard shall include, but not be limited to, job capabilities, skill and work efficiency/productivity.

8.09

Nothing herein shall be deemed to preclude an employee from discussing problems, personal or job related, with supervisors or members of the Human Resources Division as appropriate. Nothing herein shall be deemed to preclude a supervisor, Chair, Director, Dean or senior University Executive from meeting with the Union, provided no agreements are reached that are inconsistent with the provisions of the Agreement or without approval of Employee Relations.

8.10

The University and the Union agree that all settlements/remedies reached under the grievance procedure between the representatives of the parties will be final and binding upon the parties and the employees.

8.11

Arbitration

If the University or the Union request that a matter be submitted to arbitration, it shall make

such request in writing addressed to the other party and at the same time state their nominee.

Notwithstanding all of the provisions of Article 8, the parties hereto may select one person as an arbitrator to whom any such grievance may be submitted for arbitration and such person shall have the same powers and be subject to the same restrictions as a board of arbitration appointed under this Agreement. Within ten (10) days thereafter, the other party shall nominate a nominee, provided however, that if such party fails to nominate a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees so nominated shall attempt to select by agreement a Chair of the Board of Arbitration. If they are unable to agree upon such a Chair within a period of ten (10) days, either may then request the Minister of Labour for the Province of Ontario to appoint an impartial Chair.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.12

The Board of Arbitration shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify, add to or amend any part of this Agreement. The jurisdiction of the Board of Arbitration shall be confined to the issue in dispute. The decision of the Board of Arbitration shall be final and binding upon the parties. The decision shall be unanimous or one reached by a majority of the members of the board; provided: however, that if there is no majority decision of the board then the decision of the Chair shall constitute the final binding decision of the board.

8.13

In the event that a Board of Arbitration deals with a matter relating to discharge, suspension or disciplinary action, then the board has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award it may deem just and reasonable which would be consistent with the terms of the Agreement.

8.14

Each of the parties hereto will bear the expense of their nominee appointed by it and the parties will jointly bear the expense, if any, of the Chair of the Board of Arbitration.

8.15

The party demanding arbitration shall be responsible for informing any third party likely to be adversely affected:

- (a) of the time and place of the sitting of the Board of Arbitration
- (b) of the matter to be placed before the Board; and
- (c) of the right of that third party to be present and represented.

Article IX Discipline, Suspension and Discharge

9.01

The University shall not discipline, suspend or discharge an employee without just cause.

The University and the Union agree that there shall be a lesser standard of just cause for probationary employees, and the standard shall include, but not be limited to, job capabilities (which includes familiarity with course materials), skill and work efficiency/productivity.

9.02

The University recognizes the principle of progressive discipline by adopting the procedures set forth below.

9.03

The University shall, in the process of progressive discipline, use verbal and/or written warnings. In such cases, the employee shall be clearly informed that it is a verbal or written warning.

9.04

The University recognizes that a written warning should precede any disciplinary action (i.e. suspension or discharge), except in the case of gross misconduct, and that an employee shall be given a set and reasonable time period in which to demonstrate the required sustained improvement in the area of concern.

9.05

When an employee is to be disciplined (i.e. verbal/written warning, suspension or discharge), such discipline shall only be imposed at a meeting specifically convened for this purpose. Employees will be entitled to be accompanied to this meeting by a steward, from his/her college, if the employee so chooses. A copy of any disciplinary letter shall be provided to the Union within three (3) days of such meeting.

9.06

It is agreed that disciplinary/warning letters within an employee's Human Resource file shall be removed after a twenty-four (24) month period of employment provided that no further discipline has been recorded within that twenty-four (24) month period of

employment.

9.07

Employees who have completed their probationary period have the right to review their Human Resource file no more than once yearly. In order to do so, employees are to submit their request in writing to the Employee Relations Section of Human Resources. An appointment to review the Human Resource file will be arranged within five (5) working days of the receipt of the request or within practical limitations.

Article X Hours of Work

10.01

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Subject to the provisions of this Article, a full Graduate Teaching Assistant or GSA-1 or Undergraduate Teaching Assistant are positions that normally require an average of ten (10) hours per week, normally over an academic semester (a total of one hundred and forty (140) hours per academic semester). The hours of work of a Graduate Teaching Assistant, GSA-1 or Undergraduate Teaching Assistant may be compressed or lengthened into shorter or longer time periods, as the case may be, subject to the approval of the Dean of Graduate Studies for Graduate Teaching Assistants, and subject to the approval of the Dean (or designate) of his/her college for GSA-1 s or Undergraduate Teaching Assistants.

Subject to the provisions of this Article, no Graduate Teaching Assistant, GSA-1 or Undergraduate Teaching Assistant may accept a teaching/service assistantship in excess of an average of ten (10) hours per week over an academic semester, in which he/she is enrolled as a full time student, without the prior permission of the Dean of Graduate Studies for Graduate Teaching Assistants or the Dean (or designate) of his/her college for GSA-1s or Undergraduate Teaching Assistants.

Proportionate Graduate Teaching Assistant, GSA-1, or Undergraduate Teaching Assistant arrangements may occur and will be paid for on a pro rata basis.

10.02

The University and the Union agree that it is the joint responsibility of the supervisor and the employee to ensure that the total hours of work as defined in the employee's contract of employment are not exceeded. To meet this responsibility, a meeting between each employee and his/her supervisor should be held no later than ten (10) days after the commencement of his/her employment. At this meeting, the supervisor will describe the work to be done, giving details and the scheduling of assignments and estimated hours of work, if possible, and the employee will have the opportunity to discuss this information with his/her supervisor. The results of this discussion shall be placed in the form of an assignment of work form and signed by the employee and supervisor. It is recognized that assigned work and/or priorities may change during his/her employment and that adjustments to the assigned work may be required.

All assigned work of an employee shall be included in the calculation of the employee's required hours. Such teaching related duties may include, but not be limited to: preparing and conducting tutorials, laboratories and seminars; grading assignments, reports and examinations; supervising field trips; class leadership; consultation/office hours; employment related orientation and training; and provision of other academic support and assistance.

10.03

Where an employee, subsequent to the above initial meeting, has reason to believe that he/she has been given unreasonable expectations as outlined in 10.02, the employee may request a meeting with his/her supervisor to resolve the problem. Additional meetings between the employee and his/her supervisor may be required.

10.04

With the approval of the employee's supervisor, an employee may arrange to exchange his/her duties, or for his/her substitution, with or by a qualified and capable employee.

Where unexpected excess pedagogical work is required (i.e. greater than the teaching/service assistantship appointment for that academic semester), in excess of the full teaching/service assistantship appointment or pro-rata appointment, as the case may be, the work will be paid at the rate equal to the calculated normal hourly wage rate of that particular employee.

10.05

The University agrees that all time spent holding official office hours, at times and duration assigned by the supervisor in consultation with the employee, will be considered as work time. Employees will be expected to keep a log of: all students seen/counselled during these official office hours; and the nature/reason for these visits by students.

10.06

^{25A} The University agrees that all employment-related orientation and training, as assigned by the University, and attended by an employee, shall be paid time.

10.07

No employee shall be required or encouraged to distribute his/her home telephone number or address to students.

Article XI Postings and Appointments

11.01 Initial Appointments to Graduate Teaching Assistantships

The Union agrees that the University shall make the determination as to the number and selection of students to Graduate Teaching Assistantships based upon criteria set by the University.

Notwithstanding Article 3.02 and subject to Article 1.04(h) and Article 12.01, the University agrees to fulfil the terms and conditions of its initial offer of employment over the prescribed duration of an employee's graduate programme. The period specified in the initial offer of employment shall be known as an employee's Job Security Period.

Acceptance of an offer of admission and employment will be construed as an acceptance of the terms, conditions, and duration of the Department's offer of employment. The University will send a copy to the Union of all acceptances of offer of appointments.

11.02 First Work Assignment of Graduate Teaching Assistants

The Union agrees that the University makes the first work assignment, which shall not be exercised in an arbitrary or discriminatory manner.

Each employee will receive a letter confirming the following: commencement and termination date of work assignment; level of Graduate Teaching Assistantship (i.e., full or portion of); hours of work; salary; course number(s); name of immediate supervisor(s) (if known). A copy of each notification letter will be forwarded to the Union.

11.03 Postings

All work assignments, excepting those initial assignments allocated as per 11.01 and 11.02, shall be posted within the department, as they arise and for a minimum of twenty-one (21) calendar days or until five (5) days prior to the commencement of the work assignment. The posting shall identify: the Union bargaining unit to which the posting applies; the course name and number; qualifications (academic and/or professional) required; salary ; level of Graduate Teaching Assistantship (i.e., full or portion of)(if applicable); where to forward the application, and the application deadline. At the time of posting, a copy of each posting shall be forwarded to the Union.

The University will not be required to post any resulting work assignment if:

- (a) an employee withdraws from a work assignment;
- (b) if an unanticipated work assignment occurs;
- (c) when a work assignment becomes available after the first day of classes as a result of illness or resignation;
- (d) when a work assignment is offered to an employee who then declines to accept it.

The University shall offer the work assignment to employee applicants with applications on file as per the regular assignment procedure. In instances where there are no applicants, no suitable applicants, or when time and/or operational needs require that the regular assignment procedure be suspended, the University may assign the work to a person deemed suitable.

11.04 Application Forms

It is the responsibility of the employee to demonstrate evidence of qualifications at the time of application and she/he will include a current curriculum vitae with his/her application. Normally, applications shall be made using the appropriate application form set out in Appendix 'C'.

Applicants who wish to be considered for more than one posted work assignment available within one department should so indicate in his/her application. In such cases the department shall consider the application when filling each identified work assignment.

11.05 Levels of Consideration for Work Assignments

Employees who have semesters remaining within their job security period as outlined under 11.01, will be assigned first. Employees who have completed their job security period but who are within their prescribed programme, will be assigned second. Employees who have exceeded the maximum duration for their prescribed programme will be considered next.

11.06 Selection Criteria for Work Assignments

In all cases of job competition, the University's selection criteria shall include but not be limited to: qualifications (academic and professional), teaching competence, capability, skill and ability, and prior relevant experience. In cases where applicants are considered to be relatively equal in the opinion of the University, the senior applicant shall be awarded the work assignment.

Each employee will receive a letter confirming the following: commencement and termination date of work assignment; hours of work; salary; course number(s); name of immediate supervisor(s) (if known); level of Graduate Teaching Assistantship (i.e., full or portion of) if applicable. A copy of each letter will be forwarded to the Union.

11.07 Seniority

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

- (a) from an employee's first semester of employment in the bargaining unit;
- (b) one seniority point shall accrue for each completed semester of employment;

11.08

Seniority shall not be lost or reduced for any reason except dismissal, resignation or failure to obtain bargaining unit work for a period of three (3) semesters.

An accurate relative seniority list shall be provided by the University to the Union within fifteen (15) days (working days in Human Resources) of the last day of each semester.

11.09 Voluntary Reduction in Graduate Teaching Assistantship Workload

An employee who wishes to reduce his/her hours or semesters of work, as specified in the University's offer of employment, may request such changes in writing to the appropriate Department. A copy of the department's response shall be forwarded to the Union.

11.10 Academic Leave of Absence for Graduate Teaching Assistantships

An employee who has approval for academic leave of absence from his/her graduate programme will not forfeit a semester of work that has been offered to him/her in their initial offer of employment unless the employee agrees in writing to forfeit the semester of work.

11.11 Research Leave of Absence for Graduate Teaching Assistantships

An employee who has approval for unanticipated off-campus research obligations that will prevent him/her from fulfilling their work assignment, will not forfeit a semester of work that has been offered to him/her in their initial offer of employment, unless the employee requests in writing to forfeit the semester of work.

Article XII Probation

12.01

Subject to Article 1.04, employees shall be considered probationary for one (1) semester of employment. In the case of new appointments under Article 1.04(h)(i), the probationary period may be extended for a period not to exceed one (1) additional semester of employment.

In circumstances where the University intends to extend an employee's probation period as provided for above and upon written notification to the employee and a copy to the Union, the supervisor shall meet with the employee to discuss the reasons for the extension. In such cases, all records of the extension of probation shall be destroyed once the employee is deemed to have satisfactorily completed his/her probation.

In circumstances where 1.04(h)(iii) applies, the University shall provide written reasons to the employee with a copy to the Union.

Article XIII Employee Evaluations

13.01

The evaluation of any member of the bargaining unit shall be treated as confidential information between the employee and the University. The results of such an evaluation shall not be used for the purpose of denying continuation in the academic programme in which she/he is currently registered. Employees shall be provided with a copy of the evaluation.

13.02

No employee shall be asked to evaluate his/her performance nor shall any such evaluation be included in an employee's; employment or academic record.

13.03

There shall be no electronic monitoring of employees for the purpose of performance evaluation without the written consent of the employee. Such consent may be withdrawn at any time in writing.

13.04

Employees shall be given at least three (3) working days notice that an evaluation is to be conducted.

13.05

All evaluations shall be in writing and based solely on the performance of those duties specified in the workload form as completed and signed by the employee and the supervisor.

13.06

Student evaluations as conducted by the University may be added to an employee's file.

Article XIV Wages

14.01

The University and the Union agree to accept, for the term of this Agreement, the wage rates set out in Schedule "A" attached hereto and forming part of this Agreement.

Article XV Office Space and Facilities

15.01

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

15.02

The University agrees to provide all employees with adequate access to, and **use of**, available libraries, laboratories, duplicating services, office supplies, computing facilities, audio visual equipment, and any other University facilities required in the performance of their contractual responsibilities.

Article XVI Health and Safety

16.01

The University and the Union agree that the University and its employees have duties and responsibilities with regard to health and safety in accordance with the provisions of the Occupational Health and Safety Act.

16.02

The University shall make all necessary provision for the occupational health and safety of its employees.

- (a) The University will provide initial safety training in the use of special equipment whenever it is required that the employee use such equipment as part of his/her assignment of work.
- (b) Employees required to work in dangerous conditions shall be supplied with the required safety equipment and protective clothing in order for them to safely and effectively perform their employment duties
- (c) The University and the Union agree to participate in Local Health and Safety Committees,

16.03

The University acknowledges the employee's right to refuse or to stop work where health or safety is in danger, as prescribed in the Occupational Health & Safety Act.

Article XVII Leaves of Absence

17.01 Sick Leave

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A full term appointed (ie. ten (10) hours per week) Graduate Teaching Assistant or Undergraduate Teaching Assistant who is working at least ten (10) hours per week and who is sick and unable to fulfil his/her hours of work and who has completed one (1) academic semester of employment, will be granted sick leave with pay, to a maximum of five (5) hours (for which hours of work are scheduled) per academic semester.

An employee claiming sick leave may be required to provide a medical certificate. Further, unused sick leave will not be accumulated from one academic semester to the next.

An employee shall give notice to his/her immediate supervisor, or designate, of any illness that will prevent him/her from performing his/her duties.

Employees shall be entitled, when ill and unable to fulfil their duties, to reschedule their hours of work with no loss in pay, in consultation with their immediate supervisor or designate.

17.02 Parental Leave

58A
017
(a) Birth mothers who have worked for the University for at least thirteen (13) weeks in the three (3) academic semesters immediately preceding the anticipated date of delivery, are entitled to seventeen (17) weeks unpaid pregnancy leave. This leave may commence up to seventeen (17) weeks prior to the expected date of delivery.

In addition, birth mothers are entitled to an additional eighteen (18) weeks of unpaid parental leave. This leave normally will commence immediately following pregnancy leave.

58b
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018
(b) All other parents who have worked for the University for thirteen (13) weeks in the three (3) academic semesters immediately preceding the anticipated date of delivery, are entitled to eighteen (18) weeks of unpaid parental leave. This leave must commence within thirty-five (35) weeks of the birth or adoption.

(c) "Parent" includes adoptive parents, as well as "a person in a relationship of some permanence with the natural mother or father of the child who intends to treat the child as his/her own "

(d) Employees must provide two (2) weeks notice of the date the leave will begin and four (4) weeks notice of the date the leave is to end.

(e) Any parent commencing a leave is entitled to return to the same or an equivalent position after the leave. Any employee whose predetermined contract expired while on leave may not be entitled to return to a position

17.03 Bereavement Leave

63A
1

In the event of a death in the immediate family and upon request of his/her Chair/Director, an employee may be granted at the time of the death a leave of absence with pay up to a period of three (3) days for which contact hours have been scheduled. Immediate family is defined as: Parent, Step-Parent, Spouse, Common-law spouse, Brother, Sister, Child, Ward, Step-Child, Grandparent, Grandchild, Brother-in-law, Sister-in-law, Father-in-law, Mottler-in-law, Son-in-law, Daughter-in-law.

If requested, additional time off without pay may be granted by the Chair/Director. Such time off shall not be unreasonably withheld.

17.04 Family Responsibility Time

The University and the Union agree that the provision of Family Responsibility Time, separate from sick leave, is intended to assist an employee in balancing his/her family and work responsibilities. Sick leave shall be used only to provide an employee income during a period of his/her own illness.

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Three (3) hours (for which contact hours have been scheduled) of paid Family Responsibility Time will be provided per academic semester. An employee whose spouse (or equivalent), child or parent is ill, may request (in advance if possible), Family Responsibility Time. Such time off will be granted unless precluded by operational requirements. Further, unused Family Responsibility Time will not be accumulated from one academic semester to the next.

The employee will obtain the approval of the supervisor for planned absence(s) and will make compensatory arrangements that are also subject to the approval of the supervisor.

In the event of an unplanned absence, it is the responsibility of the employee to make up for any contact hours and/or student visiting office hours that were missed. Where making up the contact hours and/or student visiting office hours is a practical impossibility, alternate arrangement will be made in consultation with the supervisor.

17.05 Academic Conference Leave

62A
1

If an employee is attending an academic conference, the employee and the supervisor may re-schedule the employee's work such that the employee may attend without any loss in pay. Should reasonable arrangements not be possible, the employee may be granted unpaid leave of up to three (3) working days per semester to attend academic conferences

17.06 Union Leave

63i
3

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

Article XVIII Vacations and Holidays

18.01

The sum of 4% vacation pay shall be included in the wages set out in Schedule "A".

18.02

Except during Intersessions I and II of the Spring semester, no employee shall be required to work on any day designated as a holiday by the University's calendar.

18.03

Employees shall be entitled to reschedule their hours of work with no loss in pay, in consultation with their immediate supervisor or designate, to observe religious holidays as per their religious beliefs.

Article XIX Benefits

19.01

Employees who are required to pay for an Employment Authorization shall be reimbursed for the cost of such authorization, once annually, to a maximum of \$150.00.

Article XX Academic Freedom

20.01

Within the limits noted in 20.02, 20.03 and 20.04, the University accepts its responsibilities to employees in upholding their right to teach and speculate without deference to prescribed doctrine as long as said teaching and speculation has academic substance and is fully pertinent to each work assignment.

20.02

In agreeing to work assignments, employees accept their responsibility for completing said work assignments with due regard for any and all Province of Ontario laws and University of Guelph policies and procedures, and all University identified limitations in course design, content, and methods for delivery. The University shall make available those policies and procedures that are applicable to bargaining unit members.

20.03

When work assignments' objectives, content and delivery are fully and carefully prescribed by the University, employees shall responsibly and completely fulfil said work assignments

as prescribed

20.04

When work assignments permit employees to have a wider degree of latitude than is possible in assignments included in 20.03, employees may develop and deliver said assignments once the course content and structure have been approved by the Chair(s)/Director(s) of the unit(s) concerned.

Article XXI Duration

21.01



~~The terms of this Agreement shall be in effect from September 5, 1995 to September 4, 1996, and shall continue automatically thereafter for annual periods of one (1) year each - unless either party notifies the other in writing, not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration date, that it desires to amend or terminate this Agreement.~~

SIGNED this 11th day of October 1995, at Guelph, Ontario

On Behalf of the
University of Guelph

On Behalf of the Canadian Union
of Public Employees, Local 3913.(Unit #1)

M. Sulejki
N. Sullivan
R. Peterson
S. Pfeiffer
M. Davis
B. Z. Aron
J. L. G. Sen
S. Grant
K. Miyamoto
Rosemarie McHugh

T. Smith
Gulfer Sobell
Mark M. H.
M. S. D.

Schedule "A" -Wages

504

<u>Classification</u>	<u>Rate</u> (Effective September 5, 1995)
A Full Term Graduate Teaching Assistant (ten (10) hours per week)	\$3,744.00 per semester (\$2,844.00 in salary and \$900.00 in bursary)
B Undergraduate Teaching Assistant	\$12.75 per hour
C Graduate Service Assistant - 1	\$26.74 per hour (\$20.32/hr. in salary and \$6.42/hr. in bursary)

These rates include 4% vacation pay as outlined in Article 18.01.

" Appendix A "

POLICY ON AIDS

The University of Guelph recognizes the importance of educational programmes in preventing the transmission of the AIDS virus. The University encourages the development of educational programmes about AIDS for students and employees. The University of Guelph will not discriminate against any student or employee who has AIDS or a positive HIV antibody test. Particularly:

1. The University of Guelph will not refuse admission to any qualified student with AIDS or a positive HIV antibody test.
2. The University of Guelph will not refuse employment to any qualified applicant on the basis of AIDS or a positive HIV antibody test.
3. The University of Guelph will make no attempt to identify carriers of HIV antibody or persons with AIDS by questions, screening or other means. Members of the University community may have AIDS testing and related medical care at Health Services and its Occupational Health Division if they so elect.
4. If and when situations related to AIDS or positive HIV antibody tests arise and cause concern, the University will respond to each case on its own merits. This may involve liaison between University departments, Health Services and off-campus medical experts, including the Medical Officer of Health.

** The above policy may be amended from time to time.*

" Appendix B "

Definition of Sexual and Gender Harassment

For the purposes of the Sexual and Gender Harassment Policy, sexual and gender harassment are deemed to include:

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

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

Sexual harassment does not refer to relationships between responsible, consenting adults.



** The above definition may be amended from time to time.*

Memorandum of Understanding


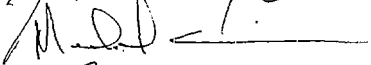

Further to the Collective Agreement between the Canadian Union of Public Employees, Local 3913, Unit # 1, and the University of Guelph, it is agreed that a joint committee will be formed to examine the feasibility of providing benefits coverage to employees of Unit #1. This committee will be comprised of two (2) representatives from both the University and the Union. Recommendations from this committee will be presented to the parties by September 1, 1996.

Signed on this 11th day of October, 1995, at Guelph, Ontario.

On behalf of the
University of Guelph


N. Sullivan
~~Robert~~
S. Phillips

B. Z. Allen
J. C. O'Leary
L. Grant
K. Miyazaki
Rosemarie McHugh

On behalf of the Canadian Union of
Public Employees, Local 3913 - Unit #1


C. J. O'Connell
Jack H. C.




Letters of Understanding - First Agreement

(Unit #1)


1. The posting and selection provisions of this agreement shall take effect on 1 January 1996.
2. Subject to Article 11, the Union and the University agree that seniority, for the purposes of postings and selection, shall be retroactive to the first day of employment at the University. Employees may be required to produce reasonable proof of past employment. Disputes regarding an individual's seniority shall be referred to the Labour-Management Committee. In the event that a dispute is not resolved, it may be referred to arbitration by either party.

Signed on this 11th day of October, 1995, at Guelph, Ontario.

On behalf of the
University of Guelph


M. Sullivan
J. C. [unclear]
R. [unclear]
S. [unclear]
M. [unclear]
B. [unclear]
L. Grant
K. [unclear]
Rosemarie McHugh

On behalf of the Canadian Union of
Public Employees, Local 3913 - Unit #1


C. [unclear]
Mark [unclear]
M. [unclear]
[unclear]