

COLLECTIVE AGREEMENT

ENTERED INTO

in the City of Guelph in the Province of Ontario

as of the 23rd day of March 2011.

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 31st day of August, 2013

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Article I Scope and Purpose

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

1.02 The Parties agree to the foregoing and following provisions (which include all current Appendices, Letters, and Memoranda of Understanding forming an integral part of this Agreement), which shall supersede all previous Agreements between the University and the employees represented by the Union.

1.03 Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex including two-spirited, intersexed, transgendered and transsexual persons 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) 'Human Resources File' means the human resource file held by the Human Resources Division.
- (c) 'Supervisor' means the person directly responsible for the assignment and direction of work. It is understood that there will be no more than one Supervisor per work assignment;
- (d) 'Student' means a person who is registered as a student at the University of Guelph;
- (e) Unless otherwise specified, a 'day' is a working day in the University's Human Resources Division;
- (f) 'Department' means Academic Department, School, or Interdepartmental Programme;
- (g) 'GSA-1' means graduate service assistants employed in work directly related to the academic enterprise;

- (h) 'Spouse' is a person who is married to an employee, or who cohabits with the employee in a continuing conjugal opposite or same sex relationship;
- (i) 'Guest Lecturer' is a person engaged by reason of professional status or unique qualifications to give occasional lectures or seminars, making up a part of a course. For purposes of further clarifying this definition 'occasional', shall normally not be more than three (3) lectures or seminars per course per semester. It is understood that the use of a guest lecturer(s) shall not result in any loss of pay for an employee hired to teach that particular course;
- (j) '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;
- (k) Notwithstanding Article XII 'probationary employee' means an employee who has:
 - (i) not been previously employed in a Bargaining Unit position; or
 - (ii) been employed previously as a GSA-1 and who has been subsequently appointed to a Graduate Teaching Assistant position, that employee will then serve a further two-month probation period; 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 two-month probation period.
- (l) 'Grievance' shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Agreement, and shall be processed as indicated in Article VIII.
- (m) 'Job Security Period' determines the level of consideration for the purposes of 11.06 (b) and is defined as the number of work assignments clearly offered within a time frame clearly specified in the Offer of Admission. A Job Security Period exists only when the Offer of Admission states the specific semester(s) of the guaranteed work assignment(s) or, at a minimum, the specific academic year of the guaranteed work assignment(s). Extra work assignments secured over and above those specified in the 'Offer of Admission' shall not be considered part of the guaranteed stipend and shall be paid separately, over and above any monies received as part of the stipend.
- (n) 'Invigilator' (previously known as 'floater') is defined as an employee assigned to perform solely the functions of monitoring and/or proctoring students while they write examinations. It is understood that invigilating assignments may be pro-rated at less than the established minimum .5 of a work assignment, but at no less than a minimum of one (1) hour per monitoring/proctoring session. Such minimum shall not be construed as a guarantee of employment and such minimum is not applicable when invigilation is part of a GTA or UTA work assignment.

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, invigilating tests and examinations, save and except:

- (a) persons holding full-time and part-time academic appointments at any rank including contractually-limited term appointments of twelve (12) months or more;
- (b) persons employed under contract as Sessional Lecturers;
- (c) persons employed in the Office of Open Learning, 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;
- (i) persons engaged by the University to support volunteer study sessions, as long as the support does not consist of teaching-related duties as outlined in this Article.

2.02

- (a) Additionally and for purpose of clarity, this Agreement specifically excludes: non-students, students not employed as Teaching Assistants or GSA-1s, 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.

(b) Subject to Clause 1.01, the University acknowledges, and shall not interfere with the role and obligation of the Union to represent and act on behalf of members of the Bargaining Unit in matters pertaining to the provisions of the Collective Agreement.

Article III Management Functions

3.01 The Union acknowledges that it is the function of the University to exercise the regular and customary functions of management and to direct the working forces subject to the terms of this Agreement.

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

(a) hire, appoint, re-appoint, not appoint, classify, direct, assign, promote, demote, retire, transfer, layoff or recall, discharge, reprimand, suspend or otherwise discipline employees. A claim of discriminatory exercise of these management functions, including promotion, demotion, layoff or a claim of discipline without just cause, shall be treated as a grievance, as provided for under Articles VIII and IX 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 shall be exercised in a manner consistent with the provisions of this Agreement.

3.04 The University agrees that no work or function performed by members of the Bargaining Unit shall be contracted out when doing so shall result in the direct layoff of a Bargaining Unit member.

Article IV Union Representation

4.01

(a) The University shall notify the Labour/Management Committee of any planned significant decreases in the number of Bargaining Unit appointments and/or planned significant changes in the distribution of the Bargaining Unit appointments across Departments at least thirty (30) days prior to finalization of any decision. Upon receipt of such notice, the Labour/Management Committee shall convene a meeting, during the thirty (30) day period, with appropriate representatives of University Administration, to provide the Union the opportunity to make a presentation on the issue. Following consideration of this presentation the University will finalize a decision.

(b) The University recognizes the right of the Union to appoint two (2) Assistant Chief Stewards 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 twelve (12) months prior to her/his appointment as Assistant Chief Steward. An Assistant Chief Steward shall continue to be recognized until further written notice from the Union indicating otherwise.

(c) 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 twelve (12) months prior to her/his 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/or Union designate to act in the absence or unavailability of the Chief Steward.

4.02 The University shall recognize a bargaining team that includes nine (9) members of which two (2) are employees or have been employees in the twelve (12) months immediately prior to the commencement of negotiations. However, the University recognizes that a maximum of eight (8) members will be present at negotiations at any one time.

4.03

(a) There shall be a Labour/Management Committee comprised of three (3) representatives of the Union and three (3) representatives of the University.

(b) Meetings of the Committee shall be held within two (2) weeks of receipt of written notification by either Party. Such notification shall outline the purpose and/or items requiring discussion at the meeting. The Committee shall have authority to make recommendations to the Parties, but shall not amend, modify or alter the terms of this Agreement.

4.04

(a) The University shall notify the Labour/Management Committee of any planned significant decreases in the number of bargaining unit appointments and/or reduction in the total hours allotted to Bargaining Unit appointments within a college or across Departments at least thirty (30) days prior to finalization of any decision. At the time of providing such notice the University shall provide information that the University deems relevant. Upon receipt of such notice, the Labour/Management Committee shall convene a meeting, during the thirty (30) day period, with appropriate representatives of University Administration to provide the Union the opportunity to make a presentation on the issue. It is understood that the purpose of this meeting is to discuss the implications for Bargaining Unit members and options to minimize negative impacts. Following consideration of this presentation the University will finalize a decision.

(b) 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.

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

(d) The University shall provide the Union with a list of those persons and/or positions properly designated to discuss matters concerning the Union or this Agreement and shall continue to update the Union with any changes to that list.

4.05 Unless otherwise specified all correspondence between the Parties shall be mailed between The Office of Faculty & Academic Staff Relations and the Office of the Union Local.

4.06 The Union agrees that there will be no solicitation on behalf of the Union on University premises by an employee during her/his scheduled working hours as a member of the Bargaining Unit, except as provided in this Agreement or otherwise in writing.

4.07 Immediately following the first pay period of each semester, the University shall provide the Union with a full and complete electronic mail list of Bargaining Unit members. This list will be updated immediately following the second pay period of each semester.

Article V No Discrimination

5.01

(a) The University and the Union agree that there shall be no discrimination, interference, restriction, coercion, harassment or intimidation exercised or practised with respect to employees in any matter concerning the application of the provisions of this Agreement by reason of age, race, creed, colour, place of origin, ethnic origin, language, religious belief, political affiliation or activity, gender identity or expression (including transgendered and transsexual), sexual orientation, personal characteristics, marital status, family status, same-sex partner status, socio-economic status, class background, mental illness, addiction as articulated in Ontario Human Rights law, record of offences (except where it relates to a *bona fide* qualification because of the nature of employment), physical handicap or disability (as defined by the Ontario Human Rights Code), academic school of thought (subject to Article XXI, the instructions of her/his supervisor, and the University's right to determine course content), nor by reason of the employee's non-membership, membership or activity in the Union, nor by an employee's exercise or non-exercise of any provision or right under this Agreement. No employee who is or has been a Bargaining Unit member shall suffer reprisal for exercising or having exercised any provision or right under this Collective Agreement. Should the Ontario Human Rights Code change, the Parties agree to meet to discuss the changes and the impact upon the work of employees.

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

5.02 The University agrees that it shall maintain and promote a work environment in which employees remain free from harassment, intimidation and any threats, explicit or implied that are designed, or might reasonably be understood, to dissuade an employee from exercising her/his rights as provided for in this Agreement.

5.03 The University and the Union agree to the definition of harassment as defined in the University of Guelph's Human Rights Policy and Procedures (as approved on April 11th, 2002).

5.04

(a) The Parties agree that any allegation of harassment under this Article shall be handled through the grievance procedure in a confidential manner.

(b) In the event of a grievance resulting from any alleged violation of Article V the grievor may, where the person against whom the allegation is being made is her/his supervisor, Chair/Director, or Dean, 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 harassment she/he shall have the right to Union representation and shall not have to be present at any meeting with the alleged harasser. The Union representative may speak on her/his behalf at any stage of the grievance process. The employee may request of the Dean (or designate) of her/his college that her/his employment duties be modified, as the particular circumstances dictate, in order to eliminate contact with the alleged harasser during the period of investigation. Such request will not be unreasonably denied and when granted, the grievor shall not experience a loss of pay or seniority or other entitlement provided for under this Agreement.

5.06 The University agrees to consult the Union with respect to any planned changes to the Human Rights Policy and Procedures document (as approved April 11th, 2002).

Article VI Union Membership, Security, Facilities and Information

6.01

(a) The University shall during the term of this Agreement, deduct from the wages (if any for Bargaining Unit work) of all employees, an amount equal to the monthly membership dues and assessments as certified to the University by the Chairperson of the Union.

(b) The University shall remit the amount deducted to the Financial Officer of the Union Local immediately following the pay period 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.

(c) Upon request, the University shall provide the Union with up to five (5) sets of mailing labels each semester. Additional sets of labels beyond five (5) shall be provided at one-half the cost of providing the labels. The labels shall include the names and Departmental addresses of employees.

(d) Upon request the University will provide any available and additional pertinent information necessary to assist the Union in completing the required Federal and provincial statistics survey.

(e) Immediately following the first pay period of each semester, the University shall provide the Union with a full and complete electronic mail list of Bargaining Unit members. This list will be updated immediately following the second pay period of the semester and again immediately following the fourth pay period of the semester.

6.02 The Union shall indemnify and save the University harmless from any and all claims, lawsuits, 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 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 Clause 1.04(a), the University shall reimburse the Union for the full amount of such arrears to a maximum of four (4) semesters of dues and the individual's seniority shall be adjusted accordingly.

6.03

(a) The University shall endeavour to have copies of this Agreement printed within forty-five (45) days of ratification by both Parties. The Union will reimburse the University for one-fifth (1/5) of the costs. The Agreement shall be printed at a unionized printer of the Union's choice, with the printer's Union logo clearly visible.

(b) The University shall forward to employees who are earning wages at the time of printing, a copy of the new Agreement. The Departments shall provide new employees with a copy of the current Agreement at the same time as the 'Letter of Appointment' (as per 11.07 (b)) is sent to the employee.

(c) Prior to printing of the new Agreement, the Parties shall meet to mutually determine the total number of copies required and the number of copies required by each Party. The copies and one (1) computer disk containing the text of the new Agreement shall be forwarded to the Union.

6.04 The University shall provide the Union with reasonable bulletin board space for official Union notices in all colleges and Departments and an account on the University's email system for the purpose of communicating information to the University or to Bargaining Unit members.

6.05 The University will assist the Union in retaining 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 expense with respect to office space, telephone and any 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.

6.07 The University shall provide to the Union, once each academic year (September), the equivalent of four (4.0) Graduate Teaching Assistantships to be distributed by the Union among Local Union Officers. In a negotiations year, this amount will increase to the

equivalent of five (5) Graduate Teaching Assistantships to be distributed by the Union among Local Union Officers.

6.08 The University shall provide at least ten (10) minutes during the plenary sessions and up to a maximum of one (1) hour later in the day to make an orientation presentation at the official annual Graduate Student orientation day.

6.09 Prior to the orientation day, the Union shall provide an outline of the discussion topics to the Dean, Graduate Studies or designate for information purposes. The Union shall endeavour to provide these topics two (2) weeks prior to the orientation day.

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

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 (during their scheduled hours of work) take part in sympathy strikes, work slowdowns, or any other such related action arising from the activities of other units, Locals, Unions, employee groups or persons.

7.02 The University undertakes that there shall be no lockout as defined in the Ontario Labour Relations Act during the term of this Agreement. In the event that any other certified Bargaining Unit of the University of Guelph is engaged in a lawful strike, employees covered by this Agreement shall not be required, nor asked, to perform work normally performed by those striking employees.

7.03 The University shall have the right to discipline, suspend or discharge any employee who participates in any improper strike, work slowdown, work stoppage, or interference with work of the employer. No employee shall be disciplined, suspended or discharged for being unable to cross a picket line for safety reasons.

Article VIII Grievance Procedure

8.01 Preamble

(a) Nothing herein shall be deemed to preclude an employee from discussing problems, personal or job related, with her/his supervisor, Chair, or representative of the Office of Faculty & Academic Staff Relations, provided no agreements are reached that are inconsistent with the provisions of this Agreement.

(b) Nothing herein shall be deemed to preclude a supervisor, Chair, Director, Dean or senior University Executive from meeting with the Union, subject to consultation with The Office of Faculty & Academic Staff Relations, and provided no agreements are reached that are inconsistent with the provisions of this Agreement.

(c) Nothing herein shall be deemed to preclude employees from discussing problems, personal or job related, with their Union Representative, or to demand that their Union Representative be present at any meeting held pursuant to this Article.

(d) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Agreement.

(e) The University acknowledges that the Union has carriage of grievances; therefore, at any stage of the Grievance Procedure, the employee has the right to be represented by a Steward and/or Union designate. Further, the Local Staff Representative may attend any grievance meeting. The National Representative may attend the grievance meetings at the Formal Grievance Stage(s).

(f) In order to ensure that grievances of employees are remedied in a reasonable, just and equitable manner, the University and the Union mutually agree that the procedure for submitting and dealing with grievances, shall be as indicated in the remainder of Article VIII.

(g) Through the Formal Grievance Stage(s), written communication shall be between the Union and the applicable University representative. Written communication at the Informal Stage of the Grievance Procedure shall be between the employee(s) and the applicable University representative and copied to the Union.

(h) The University and the Union agree that all settlements/remedies reached through the grievance stage(s) between the representatives of the Parties will be final and binding upon the Parties and the employees.

(i) The time limits in both the grievance stage(s) and arbitration stage may be extended only by mutual written consent of both Parties to this Agreement. Similarly, no step in the

grievance procedure may be waived without mutual, written consent of both Parties to this Agreement.

(j) Where no answer is given within the time limit specified, the grieving Party shall be entitled to submit the grievance to the next stage of the Grievance Procedure. Should the grieving Party exceed the above time limits, the grievance shall be considered to have been withdrawn.

(k) Unless otherwise agreed to by the Parties, no grievance may be submitted to arbitration which has not been properly carried through all requisite stages of the Grievance Procedure.

(l) Withdrawal of a grievance, for any reason, shall be understood to be without prejudice.

(m) In the case of an employee who has been suspended or discharged, the employee has the right to submit a grievance in writing, signed by the employee and the Union, to the Director of Faculty & Academic Staff Relations (or designate), at the Formal Stage of the Grievance Process. A meeting will be held within five (5) days following the Union's receipt of notice of the suspension or discharge.

(n) In the case where a former employee is disciplined for reasons directly related to her/his employment responsibilities following the completion of her/his most recent work assignment, the former employee has the right to submit a grievance in writing, signed by the former employee and the Union, to the Director of Faculty & Academic Staff Relations (or designate) at the Formal Grievance Stage. A meeting will be held within five (5) days following the employee's disciplinary action, and/or the Union has been made officially aware of the disciplinary action taken, as per Article VIII.

(o) In the interest of dealing as expeditiously as possible with a case of an employee who grieves on the basis of 'unfair hiring', at the Informal Grievance Stage meeting (held pursuant to Clause 8.02 (a)), the Department shall provide the Union with the documentation, in confidence, upon which the Department based its decision not to hire that particular employee.

8.02 Informal Grievance Stage

(a) The University and the Union mutually agree that it is the desire of the Parties hereto that grievances of employees shall be adjusted/dealt with as quickly as reasonably possible. If an employee has a grievance, she/he shall first discuss the matter, at a meeting arranged for this purpose, with her/his Chair/Director, with or without a Steward or Union designate, within fifteen (15) days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the grievance.

(b) The Chair shall be allowed ten (10) days to seek information and advice and to communicate her/his decision, in writing, to the employee and copied to the Union. Failing settlement, the employee has the right to file a written grievance in the following manner and sequence. The timeline for filing a formal grievance shall start the day the Union receives a copy of the informal written response from the supervisor.

(c) Failing settlement at the informal stage and within ten (10) days following receipt of notification of the decision, the employee has the right to present a written grievance to the Dean (or designate) of her/his College and Director, Faculty & Academic Staff Relations (or designate), delivered to the Director, Faculty & Academic Staff Relations (or designate).

8.03 Formal Grievance Stage

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

- (i) the date of presentation;
- (ii) the nature of the grievance and any supporting documentation which the grievor and/or Union believes is relevant in support of the grievance;
- (iii) where applicable the names of the grievor(s);
- (iv) the remedy sought;
- (v) the Article, Section or Sections of this Agreement allegedly violated or the alleged occurrence said to have caused such grievance;
- (vi) the signature of the employee(s), where applicable, and the Union designate(s).

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

(c) The Dean (or designate) and Director, Faculty & Academic Staff Relations (or designate) shall convene a meeting within ten (10) days with the employee, Chief Steward and/or Assistant Chief Steward and/or Steward and/or Union designate. With reasonable notice to the other Party prior to the meeting, either Party may have others attend who have information relevant to the specific grievance.

(d) The Director, Faculty & Academic Staff Relations (or designate) shall reply, in writing, within fifteen (15) days of that meeting.

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

8.04 Group Grievance

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

(b) Such group grievances shall be submitted in writing, signed by the Chair of the Union (or designate), and submitted to the Director, Faculty & Academic Staff Relations (or designate) within thirty (30) days after the occurrence of the matter that is the subject of the grievance.

(c) A meeting to resolve the grievance shall be held within ten (10) days after the receipt of the written grievance and the Director, Faculty & Academic Staff Relations (or designate) shall provide a written response within twenty (20) days after receipt of the grievance.

(d) If the group grievance is not resolved, the Union may notify the University, in writing, within twenty (20) days that it intends to proceed to arbitration pursuant to this Agreement.

8.05 Policy Grievance

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

(b) Such policy grievances shall be submitted in writing, signed by the Chair of the Union (or designate), or the Director, Faculty & Academic Staff Relations (or designate), as the case may be, and submitted to the Director, Faculty & Academic Staff Relations (or designate) or Chair 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.

(c) A meeting to resolve the grievance shall be held within ten (10) days after the receipt of the written grievance and the responding Party shall provide a written response within twenty (20) days after receipt of the grievance.

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

8.06 Arbitration

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

(b) 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 (2) nominees so nominated shall attempt to select by agreement a Chair of the Board of Arbitration. If they are unable to agree upon such a Chair within a period of ten (10) days, either may then request the Minister of Labour for the Province of Ontario to appoint an impartial Chair.

(c) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. In the case of changes to the Labour Relations Act, the Parties agree to meet in order to discuss the effect of such changes on this Collective Agreement.

(d) Notwithstanding all of the provisions of Article VIII, the Party submitting the matter to arbitration may propose the selection of one (1) person as an arbitrator to whom any such grievance may be submitted for arbitration and such person shall have the same powers and be subject to the same restrictions as a Board of Arbitration appointed under this Agreement. The responding Party shall within ten (10) days thereafter respond to such a proposal.

(e) The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement. The jurisdiction of the Board of Arbitration 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.

(f) 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 this Agreement.

(g) 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.

(h) The Party demanding arbitration shall be responsible for informing any third Party likely to be adversely affected:

- (i) of the time and place of the sitting of the Board of Arbitration;
- (ii) of the matter to be placed before the Board; and
- (iii) of the right of that third Party to be present and represented.

Article IX Discipline, Suspension and Discharge

9.01

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

(b) It is acknowledged that if a disciplinary action is challenged through the grievance procedure, the onus rests with the University to demonstrate just cause.

(c) In the event that allegations which have initiated disciplinary proceedings against an employee are subsequently shown to be false or unsubstantiated, all written documentation related to such allegations shall be destroyed, and such false or unsubstantiated allegations shall not be relied upon in any future action.

(d) The 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 and shall utilize such an approach when addressing issues requiring a disciplinary response. It is acknowledged that disciplinary action with respect to employment matters may be subject to challenge through the grievance procedure.

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

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

9.05

(a) It is understood that no disciplinary action will be taken prior to the University investigating the circumstances leading to the decision to take such disciplinary action. When such investigation requires meeting with the employee, the employee shall be entitled to be

represented at such meeting by a Union Steward and/or Union designate. The employee shall be reminded, with reasonable notice, by the University, of this entitlement prior to the meeting.

(b) When an employee is to be disciplined (i.e. verbal warning, written warning, suspension or discharge), such discipline shall be imposed at a meeting specifically convened for this purpose. The employee shall be entitled to be represented at such meeting by a Union Steward and/or Union designate. The employee shall be reminded, with reasonable notice, by the University, of this entitlement prior to the meeting. The Union's copy of any written disciplinary action shall be provided to the Union at the meeting. If, after proper notification, the employee refuses, in writing, the right to Union representation (and the Union is therefore not present at the meeting), a copy of both the letter and the written refusal shall be provided to the Union 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 an eight (8) month period from date of issue, provided that no further discipline has been recorded within that eight (8) month period.

9.07 Employees have the right to review their full and complete Human Resource file no more than once (1) per academic semester and additionally once during a grievance process. The Union, with the employee's written consent, also has the right to review the employee's Human Resource file. In order to do so, employees and/or the Union shall submit their request in writing to the Employee Relations section of Human Resources. An appointment for this review shall take place within three (3) days of receipt of the request.

9.08 With respect to consideration of information for decision making, hiring decisions are made in accordance with Clause 11.03 and disciplinary decisions are made in accordance with Clause 9.01.

9.09 Only written employment related records, included in an employee's Human Resource File may be used for disciplinary purposes.

Article X Hours of Work

10.01

(a) Subject to the provisions of this Article, a full Graduate Teaching Assistantship or full GSA-1 or full Undergraduate Teaching Assistantship are positions that normally require an average of ten (10) hours per week for a total of one hundred and forty (140) hours per academic semester. It is agreed that in situations whereby a GTA or GSA-1 or Undergraduate

Teaching Assistant is employed to complete less than the equivalent of a full semester work assignment, the appropriate prorating will occur, based on either the percentage of workload (based on a full semester work assignment) or the percentage of time (based on a full semester) the employee is employed. Such pro-rated work assignments will be established as either 0.5 or 0.75, as dictated by the needs of the Department. The total hours of work of a Graduate Teaching Assistant (GTA) or GSA-1, or Undergraduate Teaching Assistant may be distributed over shorter or longer time periods. Employees shall not normally be expected to work more than seven (7) hours in any given day.

(b) In unusual circumstances, proportionate Teaching Assistantship arrangements of less than 0.5 (half) may occur and will be paid for as per the Schedule 'B' wage rate for duties solely related to invigilating or solely related to grading/marketing in a single course. Such appointments, where anticipated, will be posted, in accordance with Clause 11.01. Where this 'extra' work is unanticipated the work shall first be offered to incumbent Teaching Assistants, if applicable; if no one accepts, then the work shall be offered to applicants with applications on file; if no one accepts, then the work shall be offered to a person deemed qualified.

(c) For a work assignment which is more than or equal to 0.75 of a full work assignment, the scheduled number of hours worked in a week shall normally not exceed twenty-eight (28), unless there is mutual agreement between the Parties (i.e. the Department and the employee) to exceed twenty-eight (28) hours in any one week. Authorized hours worked in excess of twenty-eight (28) in any one (1) week shall be compensated at the applicable rate specified in Schedule 'B'.

(d) For a work assignment which is less than 0.75 of a full work assignment, the scheduled number of hours worked in a week shall normally not exceed twenty (20), unless there is mutual agreement between the Parties (i.e. the Department and the employee) to exceed twenty (20) hours in any one week. Authorized hours worked in excess of twenty (20) in any one (1) week shall be compensated at the applicable rate specified in Schedule 'B'.

(e) Applicable payments under Schedule 'B' shall be paid on the next regular pay cycle.

10.02

(a) It is the joint responsibility of the supervisor and the employee to ensure that the total hours of work as defined in the employee's contract of employment are not exceeded on a weekly and/or semesterly basis without compensation as set out in 10.01 (c), (d) and (e). To meet this responsibility a meeting between the employee and her/his supervisor shall be held within five (5) days of the commencement of her/his employment. This meeting shall be included in the assigned hours of work. During this meeting, the supervisor shall describe the responsibilities to be completed, giving details and the scheduling of assignments and estimated hours of work, if possible, with the employee having opportunity to discuss this

assignment with the supervisor. The results of this discussion shall be outlined in an Assignment of Work Agreement (Appendix 'F') and shall be signed and dated by both the employee and supervisor. The supervisor and employee will each retain a copy of this signed and dated Assignment of Work Agreement.

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

10.03

(a) An employee or Supervisor may request to meet at any time during the work assignment for the purpose of conducting a review of the employee's assigned duties, hours of work, and/or work priorities as outlined in the Assignment of Work Agreement. The purpose of this meeting is to ensure the employee's hours of work as set out continue to be appropriate, that any additional hours of work are approved by the Supervisor, and that all approved hours worked are compensated appropriately.

(b) It is recognized that assigned work and/or priorities may change during the term of employment and adjustments to the assigned work may be required. In addition, an employee, subsequent to the above initial meeting, may have reason to believe that she/he has been given unreasonable expectations as outlined in Clause 10.02. The employee and/or the supervisor, have the right to request a meeting to resolve the issue.

(c) Such meeting shall occur within two (2) days of receipt of a request under Clause 10.03 (a) or (b). Additional meetings between the employee and her/his supervisor shall be held as required. The employee may be accompanied by a representative of the Union if she/he wishes. Any agreement reached at such meetings shall be subject to this Collective Agreement and shall be added to the Assignment of Work Agreement and signed by the supervisor and the employee.

10.04

(a) With the approval of the employee's supervisor, an employee may arrange to exchange her/his duties, or for her/his substitution, with or by a qualified and capable employee. Such approval by the employee's supervisor shall not be unreasonably denied.

(b) Where unexpected but authorized excess work is carried out (i.e. greater than the

teaching/service 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 shall be paid at the applicable Schedule 'B' rate.

(c) The University agrees that, subject to 11.08 and Article IX, no employee who has been offered an assistantship will have her/his number of hours reduced during that contract period.

10.05 The University agrees that all employment-related activity, orientation and training, if any, as directed by the University, and attended by the employee, shall be considered and included in the calculation of the employee's working hours.

10.06 Employees may be required to provide only their '@uoguelph.ca' email address and University provided office/Department phone number (if applicable) to students.

Article XI Postings and Appointments

11.01 Posting Procedure

(a) Except as otherwise provided, all positions shall be posted as they arise and shall be posted using the standard posting format (see Appendix 'C').

(b) All postings shall include the following:

- the Bargaining Unit to which the posting applies
- the type of position (i.e. GTA, GSA-1, UTA)
- if possible, the number of position(s) available
- the course name and number
- the start and termination dates for the appointment
- the level of appointment (i.e. full, or portion of)
- assigned responsibilities
- required and preferred qualifications (academic and/or professional)
- application deadline
- wages
- any applicable equity provisions; and
- the current University of Guelph's employment equity statement, which may be amended from time to time through discussion with stakeholder groups through the Employment Equity Committee.

(c) Where different types of positions in one (1) course are posted together, the qualifications for those positions shall be listed separately. In situations where the University anticipates that the position may be available for two (2) or three (3) semesters, the posting shall clearly indicate this possibility. The decision to appoint an employee for more than one (1) semester at a time shall be at the sole discretion of the University.

(d) Positions shall be posted by the Department electronically on the Central Job Posting Website for TAs, GSA1s, & Sessionals, within the time frames provided for in this Article. At the time of posting, a link to the posting shall be made to the Union.

(e) The University shall respond to enquiries from the Union with regard to posting criteria as specified in (a), (b) and (c). The Union shall notify the Office of Faculty & Academic Staff Relations in writing of postings which in the Union's view do not comply with the requirements of (a), (b) and (c). The University shall consult with the appropriate Union representative(s) within two (2) days of receipt of such notice, and where the Parties agree the posting did not meet the posting criteria as specified in (a), (b) and (c), The Office of Faculty & Academic Staff Relations will provide, within ten (10) days, a written response to the Union outlining any remedial actions taken.

(f) Upon request by the Union, the University shall expedite the processing of any grievances respecting postings, or appointments made under 11.04 (b) and (c), in accordance with Article VIII (with a Formal Stage Grievance meeting set up within five (5) days of receipt of the grievance).

11.02 Job Security Period & Offer of Admission

Notwithstanding Clause 3.02 and subject to Clause 1.04 (k) and Article XII, the University agrees to fulfill the terms and conditions of any guaranteed Job Security Period. An employee's Job Security Period is as defined in 1.04 (m). Acceptance of the University's Offer of Admission will be construed as an acceptance of the indicated terms and conditions. Once per cohort year, the Union shall be provided with the names of all members with a Job Security period in that year, the Department issuing the Job Security guarantee, and the number and level of appointments included in that guarantee.

11.03 Offer of Work Assignment & Letter of Appointment

(a) Acceptance of the University's Offer of Work Assignment (per 11.07 and Appendix 'E') shall be construed as an acceptance of the terms, conditions, and duration contained therein. The Union shall be copied on all Letters of Appointment for those positions covered by this Agreement.

(b) Appointments to Teaching Assistantships

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

(c) Work Assignments covered under the Job Security Period

The Union agrees that the University makes the work assignments for those Assistantships which form part of the Job Security Period (per 1.04 (m)), as indicated in the University's Offer of Admission, which shall not be exercised in an arbitrary or discriminatory manner.

11.04 Postings

(a) All Bargaining Unit positions, excepting those assignments allocated as per Clauses 11.02 and 11.03 (c), shall be posted on the Central Job Posting Website (in accordance with the provisions of Clause 11.01), as they arise and for a minimum of ten (10) days or until five (5) days prior to the commencement of the work assignment.

(b) The University shall not be required to post a work assignment under the following circumstances:

- (i) an employee withdraws from a work assignment;
- (ii) if an unanticipated work assignment occurs;
- (iii) when a work assignment becomes available after the first day of classes as a result of illness or resignation;
- (iv) when a work assignment is offered to an employee who then declines to accept it;
- (v) subject to the Right of First Refusal provisions in Letter of Understanding #3 of the Unit 2 Collective Agreement, when a work assignment is offered to a University of Guelph Ph.D. student as part of her/his programme requirements. It is recognized that this provision may only be applied once to a particular Ph.D. student.

(c) 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 will first access any applications which are currently on file in the Department. If there are no suitable applicants or applicants available from amongst the applications currently on file, the University may then assign the work to a person deemed suitable. When possible, the University shall inform the Union of such instances. The University shall inform the Union within ten (10) days following such assignment.

(d) In situations where the University anticipates that an appointment may be available for two (2) or three (3) semesters, the posting shall clearly indicate this possibility. The decision to appoint an employee for more than one (1) semester at a time shall be at the sole discretion of the University.

The appointments in such a case shall be made in accordance with the existing provisions of the Collective Agreement as they pertain to a single work assignment. In addition, the start and end dates for these appointments shall coincide with those established by the University.

11.05 Application Forms

All applicants for positions must apply directly via the Central Job Posting's online website providing an application (see Appendix 'D') and curriculum vitae to each of the Departments in which they seek employment. It is the responsibility of the employee to demonstrate evidence of qualifications, current level of consideration and accrued seniority points, at the time of application. The online process shall provide applicants with a clear and simple format by which to be able to determine their relevant 'level of consideration' and 'seniority points'.

11.06 Selection Process

(a) The University will devise, prior to the end of September 2011, a process consistent with the provisions of the Collective Agreement, for the selection of candidates for available work assignments. A copy of the written process will be provided to the Union.

(b) Levels of Consideration for Work Assignments

Levels of consideration for positions will be as follows:

- candidates who are applying for positions within their home Department and are still within their Job Security Period (as outlined in Clause 11.02) will be considered first; and then,
- candidates who have completed their Job Security Period and who are still within their prescribed programme will be considered next. Prescribed programme can be defined as the number of semesters that the University has deemed standard for the programme of study. Then,
- candidates who have exceeded the prescribed programme period for their programme of study will be considered.

(c) Selection Criteria for Work Assignments

In all cases of job competition, the University's selection criteria shall only include: qualifications (academic and professional), competence, capability, skill and ability, and prior relevant experience. In cases where applicants are demonstrably equal in the opinion of the University, the senior applicant shall be awarded the work assignment.

(d) Following completion of the hiring process, the Department shall post, in the Department, a summary of all semester work assignments indicating the course and employee(s) assigned to the course. A copy of this summary shall be forwarded to the Union. The summary shall be posted no later than immediately following the second pay of the semester.

11.07 Offer of Work Assignment and Letter of Appointment

(a) Offer of Work Assignment

The successful candidate will be provided, via email, with notification of the offer of the work assignment. This email notification will provide the successful candidate with a reasonable time frame (which must be at least three (3) days) within which to accept the offer. Except in extenuating circumstances, failure to respond in writing or by email within the specified time frame will be deemed as a refusal of the work assignment.

(b) Letter of Appointment

Once the candidate indicates her/his acceptance of the work assignment as per 11.07 (a), the University will issue, in writing (or electronically), the formal 'Letter of Appointment' (Appendix 'E'), no later than five (5) days before the first day of employment. The appointee shall return the signed Letter of Appointment no later than one (1) day before the stated start date of the work assignment. A copy of each signed letter shall be forwarded to the Union (by the Department) within five (5) days of receipt of the employee's signed copy by the Department.

11.08 Voluntary Reduction in Workload

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

11.09 Academic Leave of Absence

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

11.10 Research Leave of Absence

An employee who has approval for unanticipated off-campus research obligations that will prevent her/him from fulfilling a work assignment, shall not forfeit a semester of work that has been offered to her/him as part of the Job Security Period (per 1.04 (m)) in the University's Offer of Admission, unless the employee agrees in writing to forfeit the semester of work.

Article XII Probation

12.01

(a) Subject to Clause 1.04, employees shall be considered probationary for two (2) months of employment. In the case of new appointments under Clause 1.04 (k) (i), the probationary period may be extended for a period not to exceed one (1) additional month of employment.

(b) In circumstances where the University intends to extend an employee's probation period, following written notification to the employee and a copy to the Union, the Chair shall meet with the employee and the Union representative 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 her/his probation.

Article XIII Performance Evaluations

13.01

(a) The performance evaluation of any member of the Bargaining Unit shall be treated as confidential information between the employee and the University, unless the employee chooses to share it with the Union. The results of such an evaluation shall not be used for the purpose of denying continuation in the academic programme in which she/he is currently registered. Employees shall be provided with a copy of the evaluation within ten (10) days of such evaluation. The performance evaluation shall not be included in the employee's academic file. Where no evaluation has been carried out, it shall be understood that the performance has been satisfactory.

(b) An employee's work performance shall not be applied in any form against her/his academic pursuits at the University except with the written request of that employee. An employee's academic record shall not impact upon an employee's employment at the University except how such record may affect any decision under Clause 11.06 (c).

13.02

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

(b) Once per semester an employee may request that her/his work performance be evaluated in accordance with this Article.

(c) Prior to the performance evaluation, an employee may submit documentation she/he feels is relevant to her/his evaluation.

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

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

13.05 All evaluations shall be in writing and based solely on the performance of those duties specified in the 'Assignment of Work Agreement' (Appendix 'F') as completed and signed by the employee and the supervisor.

13.06 It is recognized that student evaluations of Teaching Assistants may form only one part of the information considered in the evaluation of employee performance. Any evaluation that has been based solely on student evaluations shall not be used for the purpose of denying a job to an employee. Any unsigned comments from student evaluations will not be used unless agreed to by the employee.

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

Article 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.

14.02 Wages are paid bi-weekly on Thursdays.

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

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 and preparation for their contractual responsibilities at no cost to the employee, subject to the approval of the employee's supervisor. Such approval shall not be unreasonably withheld. No employees shall be disciplined for being unable to fulfill their duties due to lack of access to a University computer.

15.03 The University agrees to provide employees with adequate and secure space, at no cost to the employee, for the storage of materials, related to the academic enterprise, which the University has deemed to be confidential and/or sensitive in nature.

Article XVI Health and Safety

16.01 The University and the Union acknowledge that the University and its employees have duties and responsibilities with regard to health and safety in accordance with the provisions of the Provincial Health & Safety legislation. Should current legislation be amended, it is agreed that the Parties shall meet to discuss such changes and the impact upon the work of the employees.

16.02

(a) The University shall make all necessary and advisable provisions (per the Joint Health & Safety Committee) for the occupational health and safety of employees.

(b) The University shall provide training in the use of special equipment whenever it is required that the employee use such equipment as part of her/his work assignment. The time spent for training shall be included as part of the work assignment.

(c) The University shall provide (at no cost to the employee) and employees shall wear, appropriate protective clothing; and/or other devices (e.g. emergency phone), which the University deems necessary to protect employees from workplace injury or hazard.

(d) The University and the Union agree to participate in Local Health & Safety Committees. All time spent at the Local Health & Safety Committee's official meetings by an employee as a representative of the Union, shall be considered paid time and counted as either part of her/his semester hours of work or she/he shall be paid at the appropriate wage rate, whichever is applicable.

(e) Further, all time spent at the Central Joint Health & Safety Committee's official meetings by an employee as a representative of the Union, shall be considered paid time and counted as either part of her/his semester hours of work or she/he shall be paid at the appropriate wage rate, whichever is applicable. It is understood that only one (1) employee in the Bargaining Unit may make this claim per semester and that the maximum number of hours that an employee may claim will be in accordance with the provisions of the Occupational Health and Safety Act.

16.03

(a) In accordance with the applicable provisions of the Ontario Health & Safety Act, the University acknowledges the employee's right to refuse or stop working where the employee believes that her/his health and/or safety is in danger.

(b) It is understood that no employee shall be disciplined in any way for having exercised her/his right to refuse work where the employee believes that her/his health and/or safety is in danger.

16.04 Normally hazards in the workplace are reported to the employee's immediate supervisor. An employee working outside of normal business hours, who identifies a workplace hazard, shall report the hazard to the University's Campus Police when the employee's immediate supervisor or Chair of the Department cannot be reached. Campus Police will provide a report to the employee's Chair and to Environmental Health & Safety as soon as possible for investigation.

16.05 The University has a zero tolerance policy towards violent behaviour in the workplace.

Workplace violence is defined as any incident in which an employee is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace. Workplace violence is defined as any incident in which an employee is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace. It includes:

- (a) The exercise of physical force by a person against a worker, in a workplace, the causes or could cause physical injury to the worker.
- (b) Any attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.
- (c) A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to a worker in a workplace.

Any reports of harassment, abuse or violence against or by an employee shall be investigated by the Employer and reported to the Union, along with the employer's response to same.

It is expected that employees will report incidents of workplace violence to their immediate supervisor (and/or Campus Police as specific circumstance dictates) and, as necessary, file an incident report detailing the incident including any directly related damage to property. Such incidents reported to supervision will be investigated, and, as appropriate, a summary report of such investigation will be provided to the co-chairs of the Central Joint Health & Safety Committee.

The Parties agree that information and training with respect to workplace violence is essential in promoting a safe and security conscious work environment and will work jointly to continue to enhance efforts in this regard.

In the event that an employee is unable to work scheduled hours as a result of an incident as defined in this Clause, the employee will not lose any compensation for those scheduled hours.

Article XVII Leaves of Absence

17.01 Sick Leave

- (a) A full term appointment (i.e. 140 hours per semester) employee who is sick and unable to fulfill her/his hours of work, shall be granted sick leave with pay, to a maximum of seven (7) hours (for which hours of work are scheduled), per academic semester.
- (b) For employees on a less than full-term appointment, their sick leave with pay shall be prorated in accordance with the percentage workload (e.g. 0.5 appointment shall be granted 3½ hours sick leave with pay).

- (c) An employee claiming sick leave may be required to provide a medical certificate.
- (d) Unused sick leave will not be accumulated from one (1) academic semester to the next.
- (e) An employee shall give notice to her/his immediate supervisor, or designate, of any illness that will prevent her/him from performing her/his duties.
- (f) In circumstances in which the employee is sick and unable to fulfill her/his hours of work in excess of the paid sick leave provided for in 17.01 (a) or (b), the employee shall have the option to reschedule those hours, in consultation with their supervisor, in order to avoid a loss of pay.

17.02 Parental/Pregnancy Leave

(a) Purpose of Parental/Pregnancy Leave

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

(b) Eligibility for Parental/Pregnancy Leave

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

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

(c) Paid Parental/Pregnancy Leave

An employee who is the primary care provider and who is currently on an active work assignment and who meets the eligibility criteria in 17.02 (b) shall be eligible to receive,

on a weekly basis, 100% of the employee's regular wages of the work assignment(s) for the first two (2) weeks, and 45% of their regular wages for the remaining term of their current work assignment(s). In circumstances where the employee is ineligible for Parental/Pregnancy benefits under Employment Insurance (E.I.) the 45% noted above will be increased to 55%. Unpaid parental/pregnancy leave (if taken) will commence immediately following the end of this paid leave period.

(d) Unpaid Parental/Pregnancy Leave

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

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

17.03 Bereavement Leave

(a) Upon request, in the event of a death in the immediate family, an employee shall be granted, at the time of death, a leave of absence with pay for a period of up to five (5) days on which work has been scheduled. Immediate family is defined as: parent, step-parent, guardian, spouse, common-law spouse (including same-sex partner), child, ward, step-child, brother, sister, step-brother, step-sister.

(b) Upon request, in the event of a death in the family, an employee shall be granted, at the time of death, a leave of absence with pay for a period of up to three (3) days on which work has been scheduled. Family is defined as: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle, niece, nephew.

(c) Upon request, in the event of the death of a close companion, an employee shall

be granted, at the time of death, a leave of absence with pay for one (1) day for which work, has been scheduled. (N.B. It is understood and agreed that companion means a person).

(d) Upon request, an employee who must travel out of province or out of the country as a result of a death in the family, shall be granted up to two (2) days of unpaid leave in addition to the paid leave available as applicable under (a) or (b).

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

17.04 Family Responsibility Time

(a) It is agreed that the provision of Family Responsibility Time, separate from sick leave, is intended to assist an employee in balancing her/his family and work responsibilities. Sick leave shall be used only to provide an employee with income during her/his own illness.

(b) Upon request, (in advance if possible) an employee shall be granted three (3) hours (for which work has been scheduled) of paid Family Responsibility Time per academic semester to attend to family responsibilities. For the purposes of this provision, family is defined as spouse (or equivalent), child, step-child, parent or step-parent. Unused Family Responsibility Time shall not accumulate from one (1) semester to the next.

(c) In circumstances in which the employee requires additional Family Responsibility Time (i.e. in excess of the three (3) hours provided in 17.04 (b)), it is the responsibility of the employee to make up for any contact hours and/or any student visiting office hours that were missed. These arrangements shall be made in consultation with their supervisor in order to avoid a loss in pay.

17.05 Academic Conference Leave

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

17.06 Union Leave

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

17.07 Jury Duty

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

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

Article XVIII Vacations and Holidays

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

18.02

(a) No employee shall be required to work on any day designated as a holiday by the University's calendar.

(b) Where an employee is required to work on any day designated as a holiday by the University calendar, the employee shall be remunerated at the rate of pay as specified in Schedule 'B' over and above her/his regular pay.

18.03 An employee shall be entitled to reschedule her/his hours of work with no loss of pay to observe established holy days as per her/his religious beliefs. The employee shall notify her/his supervisor of such observance normally at the beginning of each semester but at least two (2) weeks prior to the observance of the religious holy day.

Article XIX Benefits

19.01 The University shall provide, effective September 1, 2010 a \$55,000 pool (less the \$50,000 already provided), and effective September 1, 2011 and thereafter, a \$60,000 pool for

the purpose of reimbursement offset of the premium costs under the Sunlife UHIP plan for international students who are employees in either of the two Bargaining Units who have opted to participate in the plan. The maximum reimbursement amount available to be paid to an employee will not exceed the premium costs paid by the employee. Application for such reimbursement offset shall be made through the Union office. The Union will provide the University with the list of those eligible for confirmation and disbursement of the pool. The cheques will be made available for pick up by the Union no later than three (3) weeks following the University receiving the confirmation list.

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

19.03

(a) On an annual basis (first week of September), the University will provide \$130,000 (less the \$120,000 already provided) on September 1, 2010; \$140,000 on September 1, 2011 and \$145,000 on September 1, 2012 and thereafter, for the supplemental benefits plan for employees covered by the terms of the Unit 1 and Unit 2 Agreements. (Clarification note: the amount noted above is the combined total for both the Unit 1 and the Unit 2 Agreements).

(b) The Union will provide, to the University, on an annual basis, a report summarizing the allocations of the University's contributions.

Article XX Seniority

20.01 For the sole purpose of selection for work assignments as outlined in Clause 11.06, employees who have successfully completed the probationary period as outlined in Clause 1.04 (k) and Article XII, shall accrue seniority for all positions in the Bargaining Unit on the following basis:

- i. from an employee's first semester of employment in the Bargaining Unit;
- ii. subject to Clause 20.02 (a), one (1) seniority point shall accrue for each work assignment;
- iii. one (1) seniority point shall accrue for each semester of service as a member of the CUPE 3913 Executive. The Union shall be responsible for advising the employee's Department, in writing, that a seniority point has been accrued. (For purposes of clarity, eligible Executive positions are: Chair (1 per two Units), Vice-Chair (1 per two Units), Financial Officer (1 per two Units), Communications

Officer (1 per two Units), Women's Council Chair (1 per two Units), GBLTT Council Chair (1 per two Units), International T.A. representative, Undergraduate T.A. representative, Chief Steward (1 per Unit), Assistant Chief Steward (2 per College, per Unit), and Member-at-Large (2 per Unit)).

20.02

- (a) Seniority shall not be lost or reduced for any reason except dismissal, withdrawal from the University, or failure to obtain Bargaining Unit work for a period of four (4) consecutive semesters.
- (b) Resignation from a work assignment shall result in the loss of that particular seniority point only.
- (c) Failure to complete a work assignment due to illness shall not result in the loss of the seniority point for that assignment.
- (d) An accurate relative seniority list shall be maintained by Departments, and posted on an accessible bulletin board within the Department. Upon request by the Union, a copy of the seniority list shall be provided within ten (10) days. A copy of any requested seniority list shall also be provided to The Office of Faculty & Academic Staff Relations at the same time.
- (e) The University agrees that no employee who has been offered a work assignment will have her/his number of hours in that semester reduced during that semester contract period.

Article XXI Academic Freedom

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

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

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

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

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

Article XXII Technological Change

22.01 No employee shall suffer a reduction of regular earnings as a result of any technological change introduced during a work assignment.

22.02 The University shall, prior to implementation, inform the Union of any significant technological changes (including for example, any plan to significantly change methods of course delivery) which when implemented will directly affect the employees of the Bargaining Unit. In such cases, the Union and employees shall be provided at least thirty (30) days notice of such change. This will be facilitated through the Labour/Management Committee. Upon receipt of such notice, the Union may request, in writing to the Director, Faculty & Academic Staff Relations, that the Labour/Management Committee convene a meeting, during the thirty (30) day period, with appropriate representatives of the University (as determined by the University) to provide the Union the opportunity to make a presentation on the issue including suggestions for minimizing any negative impact to employees directly affected by the changes.

Article XXIII Duration

23.01 The terms of this Agreement shall be in effect from September 1, 2010 to August 31, 2013, 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.

DRAFT #THREE

SIGNED this 23rd, day of March 2011, at Guelph, Ontario.

On Behalf of the

University of Guelph

Tracey Jandrisits 

Jonathan Newma 

Anthony Vannelli 


Anthony Clarke 

Chris Nutt 

Andrew Bailey 

On Behalf of the Canadian Union

of Public Employees, Local 3913 (Unit #1)

Trudi Lorenz 

Jaime Brenes Reyes 

Nino Scavello 

Adam Sparks 

Angus Ross 

Anastasia Zavarella 

Denise Martins 

Ahmed Alwattar 

Patricia Altass 

Ayman Elmesalami 

Deidre Rose 

Zachary Arthur 

Gregory Shupak 

Kristina Vidug 

'Banji Akinola 

Toni Xerri 

Wages

Effective September 1, 2010:

1.75% increase to Schedules A and B;

Effective September 1, 2011:

1.5% increase to Schedules A and B;

Effective September 1, 2012:

1.75% increase to Schedules A and B;

SCHEDULE 'A'	Sept 1, 2009	Sept 1, 2010	Sept 1, 2011	Sept 1, 2012
GTA/GSA1	\$37.56	+ 1.75% = \$38.22	+ 1.5% = \$38.79	+ 1.75% = \$39.46
Per Semester	\$5,260.10	\$ 5352.15	\$ 5432.43	\$ 5527.50
UTA	\$20.67	+ 1.75% = \$21.03	+ 1.5% = \$21.34	+ 1.75% = \$21.71

For activities identified in the Unit 1 Agreement as “payable according to Schedule ‘B’”, reimbursement shall be as follows:

SCHEDULE 'B'	Sept 1, 2009	Sept 1, 2010	Sept 1, 2011	Sept 1, 2012
GTA/GSA1	\$37.56	+ 1.75% = \$38.22	+ 1.5% = \$38.79	+ 1.75% = \$39.46
UTA	\$20.67	+ 1.75% = \$21.03	+ 1.5% = \$21.34	+ 1.75% = \$21.71

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 with AIDS or with 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 (1) 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 (1) incident or a series of incidents; and can occur on campus or off, during working hours or not.

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

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



Appendix 'C' Assistantship Job Posting Criteria - Unit 1

In order to provide consistency, all online postings shall contain the following information:

- Department/School
- Department number
- Bargaining Unit
- Course information
- Course name and number
- Projected class enrolment
- Type of Work Assignment (i.e. UTA, GTA, GSA-1)
- Semester/s of appointment
- Period of the Work Assignment
- The number of jobs & load of each job available (appropriate loads are 0.5, .75, 1.0 or higher except for unusual circumstances as per 10.01 (b))
- Wage rate per hour & total
- The anticipated duties/responsibilities for the Work Assignment (see list below)
- The days and times required
- 'Required' and 'Preferred' qualifications
- The application deadline
- Hiring contact information, including a posting email contact
- The status of the posting
- The employment equity statement

Anticipated duties/responsibilities

- | | | | |
|-----------------------------------|--------------------------|--|--------------------------|
| • Orientation/Training | <input type="checkbox"/> | • Office Hours | <input type="checkbox"/> |
| • Preparation | <input type="checkbox"/> | • Student Consultation | <input type="checkbox"/> |
| • Attending Lectures | <input type="checkbox"/> | • Email Correspondence/Monitoring | <input type="checkbox"/> |
| • Conducting Labs/Seminars | <input type="checkbox"/> | • Meetings | <input type="checkbox"/> |
| • Invigilating Exams | <input type="checkbox"/> | • Supervising Field Trips | <input type="checkbox"/> |
| • Grading | <input type="checkbox"/> | • Other Duties (Specify) | <input type="checkbox"/> |

These jobs are unionized with CUPE 3913 and their terms and conditions of work are covered by the Collective Agreement between the University and CUPE 3913.

Appendix 'D' General Application Form Criteria For Assistantships
(CUPE 3913 Unit 1 Work Assignment)

In order to facilitate a consistent application process, the online application shall provide applicants with an opportunity to insert the following information:

- Name and address
- Contact information, including home phone and email
- The applicant's four course assignment preferences
- Whether the applicant wishes to be considered for all other available jobs in the Department
- The applicant's total number of seniority points
- Prior relevant experience and qualifications
- Other experience or qualifications
- An attached résumé

Online postings shall also contain the employment equity statement and the following:

When you save this application a copy of your application will be sent to each relevant Department and a confirmation email will be sent to your email address.

By signifying your agreement and saving this form you certify that the information it contains is accurate for the purposes of allowing the University to assess your suitability for employment. You also agree that the University may use the information you submit for the sole purpose of assessing your suitability for employment (including by contacting any references you have identified).

These jobs are unionized with CUPE 3913 and their terms and conditions of work are covered by the Collective Agreement between the University and CUPE 3913.

Please make sure that you have received the confirmation email. If not, please contact the Department immediately.



Appendix 'E' Assistantship Letter Of Appointment - Unit 1

This position is covered by an Agreement between the University and CUPE 3913. The text of the current Collective Agreement is available on the CUPE 3913 website <www.cupe3913.on.ca>, and/or the University of Guelph website <http://www.uoguelph.ca/sessional_ta/>. In the alternative, you may pick up a personal copy of the Collective Agreement in your Department, at the Union Office (Room 213A University Centre) or at the Office of Faculty & Academic Staff Relations, 4th Floor, University Centre.

Date: _____ Employee's Name: _____

Employee's Address: _____

Home Telephone Number: _____ Campus Extension: _____

Dear

I am pleased to confirm your appointment as a _____

Details with respect to this work assignment are as follows: _____

Department/School: _____ Course: _____

Type of Position: GTA GSA1 UTA

Level of Appointment: 140 hrs 105 hrs 70 hrs

Immediate Supervisor: _____

Start Date: _____ End Date: _____

Lecture Days & Times: _____

Wages: _____

In addition, within seven (7) days of commencement of your employment, you and your supervisor will meet to discuss the specific responsibilities and requirements of this assignment. The results of this discussion will be outlined in an Assignment of Work Agreement, a copy of which will be provided to you.

Please sign and return one copy of this appointment letter to _____
You should retain a copy for your records.

The Department/School will send a copy to the Union, CUPE 3913, U.C. 213A and give you a copy of the Collective Agreement.

NOTE: Subject to 10.01, there shall be no extra payment for hours worked on weekends.

Sincerely

Employee's Signature: _____ Date: _____



Appendix 'F' Assignment Of Work Agreement

Employee Name: _____

Home Dept./School: _____

Work Supervisor: _____

Number of Semesters: _____

Course: _____

Type of Position: _____

Start Date: _____

End Date: _____

Duties	Hours	Details
1. Orientation/Training:		
2. Preparation:		
3. Attending Lectures:		
4. Conducting Labs/Seminars:		
5. Grading:		
6. Office Hours:		
7. Student Consultation:		
8. Supervisor/TA Meetings:		
9. Invigilating Exams:		
10. Supervising Field Trips:		
11. Other Duties (Specify):		
Total Hours/Semester		
Extra Hours (If any):		

Comments (First Meeting): _____

Employee's Signature

Work Supervisor's Signature

Date

Date

Comments (Second Meeting if any): _____

Employee's Signature

Work Supervisor's Signature

Date

Date

(Sign and Date; Keep one copy of this agreement for your records, give one copy to the employee.)

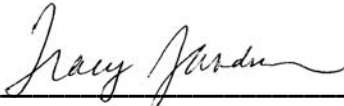
Appendix 'G' Teaching And Career Development Fellowship

Sponsored by the Provost's Office, two (2) Teaching and Career Development Fellowships for Ph.D. students registered at the University of Guelph shall be made per year - subject to acceptable application being received and subject to policies developed and amended from time to time by the Office of the Provost.

Each fellowship consists of a sole-responsibility instructorship of a First Year Seminar (equivalent to a 0.5 credit undergraduate course) to be designed by the applicant subject to proposal approval. Remuneration for the Fellowship would be at Step 3 of the Sessional Lecturer Wage Grid for a one-semester work assignment (Schedule 'A'). The successful candidate(s) will be appointed as a Sessional Lecturer – per Unit 2 of the CUPE 3913 Collective Agreement. Right of First Refusal is not applicable. Course proposals submitted by all applicants for Fellowships in the competition remain the intellectual property of the applicant. Application and decision process to be determined by the Provost and provided in writing to the Union within three (3) months of date of ratification of this Agreement.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

**On Behalf of the
University of Guelph**



**Tracey Jandrisits,
Director, Faculty & Academic Staff Relations**

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



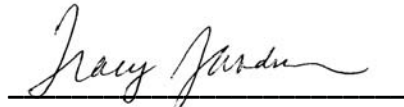
**Toni Xerri
Staff Representative & Chief Negotiator**

Letter of Understanding # 1 Guelph-Humber Work Assignments

Without prejudice to Clause 2.01, GTAs, GSA1s, and UTAs appointed and employed by the University of Guelph at its main campus but where the employee's work assignment is working at the University of Guelph-Humber campus, then the employee will be deemed to be covered by the terms of the Unit 1 Collective Agreement.

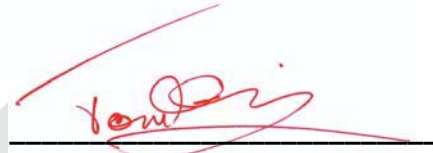
SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On Behalf of the
University of Guelph



Tracey Jandrisits,
Director, Faculty & Academic Staff Relations

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



Toni Xerri
Staff Representative & Chief Negotiator

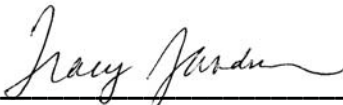
Letter of Understanding # 2 Clause 15.02 (Work Facilities & Classification)

The Office of Faculty & Academic Staff Relations will remind Academic Departments at the beginning of the Fall and Winter semesters, via either letter or email message with a copy to the Union, that the University is committed to the provisions of Clause 15.02 of the Collective Agreement. Such approval will not be unreasonably withheld. At the same time, Academic Departments will be reminded that graduate students who are employed in work directly related to 'academic enterprise' as outlined in Clause 2.01 shall be appropriately classified in accordance with Clause 2.01.

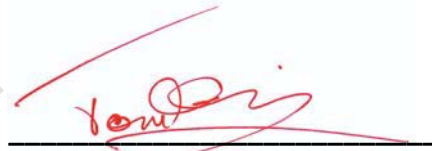
SIGNED this 23rd day of March 2011, at Guelph, Ontario.

**On Behalf of the
University of Guelph**

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



**Tracey Jandrisits,
Director, Faculty & Academic Staff Relations**



**Toni Xerri
Staff Representative & Chief Negotiator**

Letter of Understanding # 3 Commitment to Assistantships

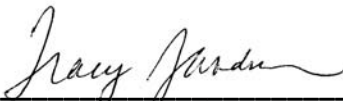
Statement on Commitment to Assistantships

The University is committed to ensuring that all incoming graduate students are provided with specific information from the Office of Graduate Programme Services in their Offer of Admission letter which clearly specifies (when applicable) the level of Assistantships and non-TA monies that will be available to the student during the course of her/his period of graduate studies. The commitment to Assistantships as indicated in this correspondence will define the 'Job Security Period' for Unit 1 employment purposes.

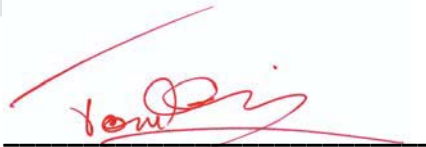
SIGNED this 23rd day of March 2011, at Guelph, Ontario.

On Behalf of the
University of Guelph

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



Tracey Jandrisits,
Director, Faculty & Academic Staff Relations



Toni Xerri
Staff Representative & Chief Negotiator

Letter of Understanding # 4 UTAs and GTAs

Article II establishes that subject to the criteria set out in 2.01 both undergraduate and graduate students can be employed under the Unit 1 Collective Agreement. The Collective Agreement also establishes different wage rates for UTAs and GTAs.

The Collective Agreement does not outline a position description for GTA work vs UTA work. Therefore the differences in UTA work assignments vs GTA assignments is not typically identifiable in posted assigned responsibilities.

The difference exists as follows:

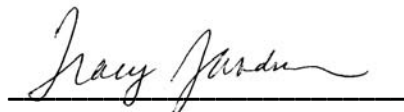
- in the recognition of the academic and professional qualifications of a graduate student versus an undergraduate student.
- In the level and scope of assigned responsibilities
- In the recognition of a different level of independence of action. The supervisor's level of expectation may differ (e.g. GTAs expected to assist with broader and less defined scope of student questions/issues than UTAs.

The intent of the UTA appointment was, and is, to provide appropriate and mutually beneficial employment opportunities to undergraduate students.

UTA positions will not be utilized in place of or to avoid establishing GTA positions.

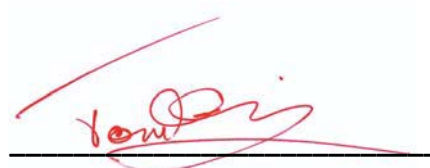
SIGNED this 23rd day of March 2011, at Guelph, Ontario.

**On Behalf of the
University of Guelph**



**Tracey Jandrisits,
Director, Faculty & Academic Staff Relations**

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



**Toni Xerri
Staff Representative & Chief Negotiator**

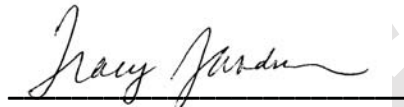
Letter of Understanding # 5 Student Stipend

Further to the Collective Agreement between the Canadian Union of Public Employees 3913 Unit #1 and the University of Guelph, it is agreed that should there be a negotiated increase in the full term Graduate Teaching Assistantship (GTA) wage rate and should an employee be receiving a student stipend (i.e., the financial package arranged for the student), that any negotiated increase in the GTA rate will result in an equal amount increase in the student stipend.

However, the University and the Union agree that the Union does not have any jurisdiction over the determination of a student stipend. Where a student is guaranteed a minimum stipend, the stipend shall not include more than one TAship per semester as defined by the Job Security Period.

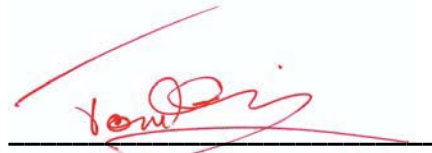
SIGNED this 23rd day of March 2011, at Guelph, Ontario.

**On Behalf of the
University of Guelph**



**Tracey Jandrisits,
Director, Faculty & Academic Staff Relations**

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



**Toni Xerri
Staff Representative & Chief Negotiator**

Letter of Understanding # 6 Application for Positions

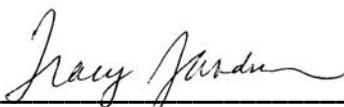
It is understood that individuals who make application for positions contained within the Bargaining Unit but who are not employees as defined in Article I shall make application in accordance with the provisions of Article XI. Similarly, consideration and selection of such applications shall be made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

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

Individuals holding seniority, as per Clause 20.02, at the time of application are not considered to be 'non-employees' for the purpose of this Letter.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

**On Behalf of the
University of Guelph**



**Tracey Jandrisits,
Director, Faculty & Academic Staff Relations**

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



**Toni Xerri
Staff Representative & Chief Negotiator**

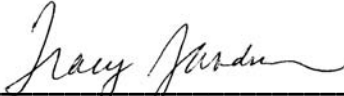
Letter of Understanding # 7 International Day of Mourning

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

The University agrees to lower all flags flown at the workplace to half mast in honour and in recognition of the Day of Mourning.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

**On Behalf of the
University of Guelph**



**Tracey Jandrisits,
Director, Faculty & Academic Staff Relations**

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



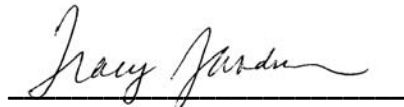
**Toni Xerri
Staff Representative & Chief Negotiator**

Letter of Understanding # 8 Archiving of Job Postings

It is understood that job postings, once posted to the Central Job Posting Website for TAs, GSA1s, & Sessionals, shall not be erased, but shall be archived, for a period of no less than seven (7) years, in a database format in such a way as to be searchable and accessible. The Union shall have access to the archive and to the database.

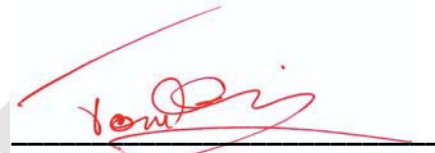
SIGNED this 23rd day of March 2011, at Guelph, Ontario.

**On Behalf of the
University of Guelph**



**Tracey Jandrisits,
Director, Faculty & Academic Staff Relations**

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



**Toni Xerri
Staff Representative & Chief Negotiator**

Letter of Understanding # 9 Workload for Teaching Assistants

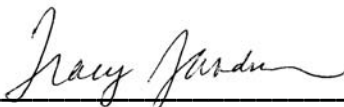
The Parties agree that, to address concerns regarding workload, the Department Chair/Director, will meet with the Teaching Assistants (as a group) in her/his Academic Unit at the beginning of each semester to review the provisions of the Collective Agreement with respect to workload (i.e. specifically, Clause 10.02 to 10.05 inclusive).

Additionally, the Department Chair/Director shall meet with the Teaching Assistants (as a group) at the end of the semester to discuss and debrief regarding the Teaching Assistants' work experience of that semester.

A representative of the Union is welcome to attend and therefore CUPE 3913 shall be informed, with reasonable notice of the intended date and time of the meeting.

SIGNED this 23rd day of March 2011, at Guelph, Ontario.

**On Behalf of the
University of Guelph**



**Tracey Jandrisits,
Director, Faculty & Academic Staff Relations**

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



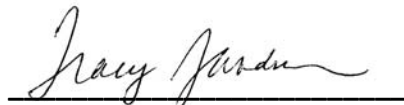
**Toni Xerri
Staff Representative & Chief Negotiator**

Letter of Understanding # 10 Joint Committee on Workload

The Parties agree to establish a joint committee to discuss and address the concerns regarding the workload for both Units 1 and 2. Such Committee will commence meeting within three months of the date of ratification and will provide its recommendations to the Provost and Vice President (Academic) before the end of December 2011.

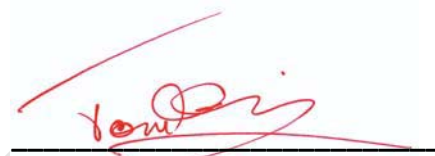
SIGNED this 23rd day of March 2011, at Guelph, Ontario.

**On Behalf of the
University of Guelph**



**Tracey Jandrisits,
Director, Faculty & Academic Staff Relations**

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



**Toni Xerri
Staff Representative & Chief Negotiator**

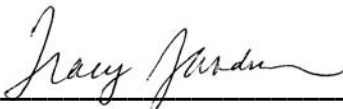
**Letter of Understanding # 11 Level of Consideration for Local
Union Executive Service**

In recognition of Union Executive service, a Bargaining Unit member elected to the Local Union Executive and serving in such position for a minimum of one (1) full semester shall have her/his 'prescribed programme', as described in 11.06 (b) (i.e. level of consideration), extended by one semester, to a maximum of three (3) semesters in total, solely for the purpose of applying and being considered for posted Unit 1 work assignment(s). The Union shall be responsible for providing written confirmation to the Director, Faculty & Academic Staff Relations (or designate) of the names and Departments of the elected Local Union Executive.

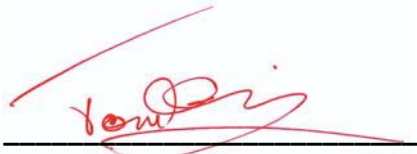
SIGNED this 23rd day of March 2011, at Guelph, Ontario.

**On Behalf of the
University of Guelph**

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



**Tracey Jandrisits,
Director, Faculty & Academic Staff Relations**



**Toni Xerri
Staff Representative & Chief Negotiator**

Statement on Quality of Education

Ms. Trudi Lorenz
President
CUPE 3913

Dear Trudi,

The University of Guelph is committed to the highest standards of pedagogy, to the education and well-being of the whole person, to meeting the needs of all learners in a purposefully diverse community, to the pursuit of its articulated learning objectives, to rigorous self-assessment, critical inquiry, and active learning. Its aim is to serve society and to enhance the quality of life through scholarship. To this end, the members of CUPE 3913 Unit #1 are an integral and valuable part of this pursuit.

Sincerely,



Maureen Mancuso
Provost & Vice President (Academic)

SIGNED this 23rd, day of March 2011, at Guelph, Ontario.

On Behalf of the
University of Guelph

Tracey Jandrisits 

Jonathan Newma 

Anthony Vannelli 

Anthony Clarke 

Chris Nutt 

Andrew Bailey 

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

Trudi Lorenz 

Jaime Brenes Reyes 

Nino Scavello 

Adam Sparks 

Angus Ross 

Anastasia Zavarella 

Denise Martins 

Ahmed Alwattar 

Patricia Altass 


Ayman Elmesalami 


Deidre Rose 

Zachary Arthur 

Gregory Shupak 

Kristina Vidug 

'Banji Akinola 

Toni Xerri 

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