

**UNIVERSITY
of GUELPH**

SOURCE	University		
EFF.	95	09	05
TERM.	96	09	04
No. OF EMPLOYEES	94		
NOMBRE D'EMPLOYÉS	94		

COLLECTIVE AGREEMENT
BETWEEN
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3913 - UNIT #2
AND
THE UNIVERSITY OF GUELPH



Expiry Date: September 4, 1996

10413(01)

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Scope, Purpose and Definitions	1
II	Union Recognition	2
III	Management Rights	3
IV	Union Representation	4
V	No Discrimination	5
VI	Union Membership, Security, Facilities and Information	6
VII	No Strike/Lockout	7
VIII	Complaint/Grievance Procedure	8
IX	Discipline, Suspension and Discharge	12
X	Assignment of Work	13
XI	Postings and Appointments	14
XII	Course Cancellation	16
XIII	Performance Evaluations	17
XIV	Wages	18
XV	Office Space and Facilities	19
XVI	Health and Safety	19
XVII	Leaves of Absence	20
XVIII	Vacations and Holidays	22
XIX	Benefits	22
XX	Seniority	24
XXI	Academic Freedom	25
XXII	Technological Change	25
XXIII	Duration	26
Schedule "A"	Wages	27
Appendix "A"	Policy on Aids	28
Appendix "B"	Definition of Sexual and Gender Harassment	29
Memorandum of Understanding Re. Benefits Coverage		30

COLLECTIVE AGREEMENT ENTERED INTO
in the City of Guelph in the Province of Ontario
as of the 5th day of September 1995.

BETWEEN:

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

- and -

THE **CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3913** (UNIT # 2)
(hereinafter called the "Union")

Expires the 4th day of September 1996.

Article I Scope and Purpose

1.01

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

1.02

The parties agree that this agreement shall supersede all previous agreements between the University and the employees represented by the Union.

1.03

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

1.04

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

- (a) "Employee" means an employee of the University included in the bargaining unit as defined in clause 2.01 of this Agreement;

- (b) "Supervisor" means the person with primary responsibility for the assignment and direction of work. Normally, this person is the Chair/Director of his/her Department/School;
- (c) Unless otherwise specified, a "day" is a working day in the University's Human Resources Division;
- (d) "Department" means Academic Department or School;
- (e) "Contact hours" means University scheduled classroom contact hours;

Article II Union Recognition

2.01

The University recognizes the Canadian Union of Public Employees Local 3913 (Unit #2) as the bargaining agent for all persons employed under contract as Sessional Lecturers to teach in University degree credit courses, 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 in the School of Continuing Education, or persons employed in courses intended primarily for students who are not registered in a degree-credit programme;
- (c) persons providing non-credit instruction in the Department of Athletics;
- (d) persons paid exclusively through grant funding from sources other than the University;
- (e) 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;
- (f) persons who exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations;
- (g) post doctoral fellows engaged in teaching to the extent that such teaching is a requirement of their fellowship;
- (h) retired faculty who, prior to their retirement, had an academic appointment at the University of Guelph; and

- (l) 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~~.

Article III Management Rights

3.01

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

3.02

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

- (a) hire; appoint; reappoint; not appoint; classify; direct; assign; promote; demote; ~~retire~~; transfer; layoff or recall; discharge, reprimand, suspend or **otherwise discipline** employees. A claim of discriminatory ~~promotion, demotion or layoff~~ or a claim of discipline ~~without just cause~~ shall be **treated** as a grievance, as provided for under Articles 8 and 9 ~~of this Agreement~~;
- (b) generally manage the University and without restricting the **generality** of the foregoing: **determine** the number of employees ~~required~~ from time to time; **determine** the requirements of a **job**; the standards of the work to be **performed**; the methods, procedures, **and** equipment; schedules of **work**; number of **contact hours** with **students**; and all other matters **concerning** the operation of the University;
- (c) **maintain** order, discipline and **efficiency**;
- (d) expand, reduce, alter, combine, transfer or cease any course, job, programme, **department/school**, operation or service, provided that any expansion, alteration, combining, transfer or ~~ceasing~~ of any **course, job, programme, department or school** is not **inconsistent** with the terms ~~of this agreement~~;
- (e) develop, implement, **modify** and amend policies, **rules, procedures** and practices provided that such **policies, rules, procedures and practices** are not inconsistent with the terms ~~of this Agreement~~.

3.03

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

Article IV - Union Representation

4.01

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

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

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

4.02

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

4.03

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

4.04

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

The Union shall supply the names of all representatives in accordance with the provisions of this Agreement and shall continue to update the University with any changes to that list. The University agrees to provide the Union with a list of those persons properly designated to discuss matters concerning the Union or this agreement, once per academic year.

4.05

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

Article V No Discrimination

5.01

The University and the Union agree that there shall be no discrimination, interference, restriction, coercion, harassment or intimidation practised in any matter concerning the application of the provisions of this Agreement by reason of age, race, creed, colour, place of origin, religious belief, political affiliation or activity, sex, sexual orientation, marital or family status (which includes common-law or same sex relationships), physical handicap or disability (as defined by the Ontario Human Rights Code), academic school of thought subject to Article 21 and the instructions of his/her supervisor and the University's right to determine course content, nor by reason of the employee's nonmembership, membership or activity in the Union, nor by an employee's exercise or non-exercise of any provision or right under this agreement.

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

5.02

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

5.03

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

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

5.04

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

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

5.05

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

5.06

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

5.07

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

Article VI Union Membership, Security, Facilities and Information**6.01**

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

6.02

The Union shall indemnify and save the University harmless from any and all claims, lawsuits, judgements, attachments, and from any form of liability arising from or as a result

of the deduction of ~~non-deduction~~ of such dues. In circumstances ~~where~~ it is determined as a result of a grievance that an ~~individual should~~ have been in the bargaining unit and therefore paying dues ~~and where~~ such individual is no longer an employee as defined in Article 1.04(a), the University shall reimburse the Union for the full amount of such arrears to a maximum of two (2) ~~semesters of dues~~.

6.03

The University shall endeavour to have copies of this Agreement printed within ninety (90) days of ratification by both parties. The Union will reimburse the University for one-half (½) of the costs.

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

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

6.04

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

6.05

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

6.06

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

Article VII No Strike/Lockout

7.01

The Union undertakes that there will be no strike as defined in the Ontario Labour Relations Act during the term of this Agreement nor will the Union or any of its members

take part in sympathy strikes, work slowdowns, or any other such related action arising from the activities of other units, locals, unions, employee groups or persons.

7.02

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

7.03

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

Article VIII ~~Complaint~~Grievance Procedure

8.01

in order to ensure that complaints of employees are remedied, as reasonably possible. *the University and the Union mutually agree* that the procedure for submitting and dealing with complaints/grievances, which shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Agreement, shall be as follows.

The University agrees that at any stage of the complaint/grievance procedure the complainant/grievor may be accompanied by a steward, of the employee's choice, from his/her college. Further, the University agrees that the Local Business Agent may attend any grievance meeting. Either the Local Business Agent or the National Representative may attend a Step 2 and/or Step 3 grievance meeting.

8.02

Verbal Complaint

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

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

8.03

Written Grievance

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

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

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

8.04

Grievance Procedure**Step 1**

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

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

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

Step 2

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

Step 3

Failing settlement of the grievance at Step 2, within ten (10) days following the decision under Step 2 the grievor may present the written grievance to the Assistant Vice President, Human Resources (or designate). The Assistant Vice President, Human Resources (or designate) shall convene a meeting with the grievor, steward and/or Chief Steward or Assistant Chief Steward. The Assistant Vice President, Human Resources (or designate) shall reply in writing within fifteen (15) days of that meeting.

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

8.05

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

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

8.06 Group Grievance

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

A group grievance will be initially presented to the Chair/Director of the Department concerned (i.e. Step 1 of the Complaint/Grievance Procedure) and be processed then and subsequently as set out in Article 8.04.

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

8.07 Policy Grievance

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

Such ~~policy~~ grievances shall be submitted, in writing, signed by the Chairperson of the Union (or designate), or the ~~Assistant Vice President, Human Resources~~ (or designate), as the ~~case~~ may be, and submitted to the ~~Assistant Vice President, Human Resources~~ (or designate) or Chairperson of the Union (or designate), as the ~~case~~ may be, within thirty (30) days after the ~~occurrence of the~~ matter that is the subject of the grievance.

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

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

8.08

An employee who has been suspended or discharged may submit a grievance in writing, signed by the employee and the Union, to the ~~Assistant Vice President, Human Resources~~ (or designate), as per Step 3 and be processed then and subsequently as set out in the Complaint/Grievance Procedure in Article 8.04, within five (5) days after the employee's suspension or discharge.

8.09

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

8.10

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

8.11

Arbitration

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

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

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

8.12

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

8.13

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

8.14

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

8.15

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

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

Article IX Discipline, Suspension and Discharge

9.01

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

9.02

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

9.03

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

9.04

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

9.05

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

9.06

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

9.07

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

Article X **Assignment** of Work**10.01**

An employee is expected to carry out the assigned duties/requirements to effectively teach, as determined by the Chair/Director (or designate) of his/her department and subject to the provision of Article 21, in University degree credit course(s). Such assigned duties/requirements shall include, but not be limited to, teaching, contact hours, preparation, demonstrating, supervision of field trips, grading and marking, student office visiting hours, departmental activities and any other such duties as assigned.

10.02

The University agrees that the Chair/Director (or designate) of the employee's department will meet new employees and employees who request such a meeting, to discuss the assigned requirements, normally at least fifteen (15) days prior to the commencement of his/her semester in which the course is to be taught. The employee may be accompanied by a representative of the Union if he/she wishes.

At this meeting the employee and the Chair/Director (or designate) will discuss, if requested by the employee, the following: contact hours; anticipated number of students; course content and material; library resources; course content previously taught; anticipated examinations and/or assignments; office hours; departmental resources; and commitments to the department.

Where an employee, subsequent to the above initial meeting, has reason to believe that he/she has been given unreasonable expectations, the employee may request a meeting with his/her Chair/Director (or designate) to resolve the problem. Additional meetings between the employee and his/her Chair/Director (or designate) may be required.

10.03

The University agrees that the assignment of work should be consistent with the provisions of this Agreement.

10.04

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

Article XI **Postings** and **Appointments**

11.01

(a) All assignments of work shall be posted within the department, as they arise and for a minimum of twenty-one calendar (21) days or until five (5) days prior to the start of the

course. The posting shall identify: the name and number of the course to be taught; semester dates; qualifications required; salary; application deadline and where to forward the application, and, where possible, the projected course enrolment.

(b) Where a department has reason to believe that a single course will be available for posting over a period of two or three consecutive semesters, the department may post the available work over the applicable period as a single work assignment.

11.02

At the time of posting, a copy of each posting shall be forwarded to the Union.

11.03

In all cases of job competition, the University shall consider qualifications (academic and professional), teaching competence, capability, skill and ability, and prior relevant experience. In cases where applicants are considered to be relatively equal in the opinion of the University, the senior applicant shall be awarded the work assignment.

11.04

It is the responsibility of the employee to demonstrate evidence of qualifications at the time of application and s/he shall include a current curriculum vitae with his/her application. Normally applications shall be made using the standard application form as set out in appendix "C".

11.05

An applicant who wishes to be considered for more than one (1) posted work assignment available within one department, should so indicate in his/her application. In such cases, the department shall consider the application when filling each identified work assignment.

11.06

Employees who have successfully taught a work assignment in the previous six (6) semesters, shall not be deemed unqualified to be considered for that same work assignment, unless there has been a substantial and demonstrable change to the course content that renders them unqualified.

11.07

Successful applicants for work assignments shall receive an offer of employment letter prior to the start of the work assignment. Where possible, this letter will be sent at least fifteen (15) days prior to the start of the work assignment. The offer shall include the following: date on which the work assignment commences; date on which the work assignment terminates; course number (a); title(s) and schedule(s); salary, and name of

Immediate supervisor (i.e. Chair/Director). A copy of each such offer shall be forwarded to the Union.

11.08

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

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

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

11.09

In the event that the University proposes to contract-out work that is or has been performed by members of the bargaining unit, the University shall inform the Union of its intent and allow the Union an opportunity to make representation on the proposal.

11.10

The University shall, once each semester, report to the Union the number of courses being taught by regular faculty on overload and retired faculty. The report shall include the number of courses being taught by each category of employee on a departmental basis.

Article XII Course Cancellation

12.01

The University agrees that once an offer of employment has been issued, there shall be no layoff or reduction in normal earnings for any member of the bargaining unit, except by reason of course cancellation due to low enrolment.

12.02

Where an employee suffers a reduction in normal earnings due to unreasonably low enrolment in a course, the following cancellation stipends shall be paid:

- (a) if prior to the start of classes: \$100.00:

(b) if within the first two weeks of classes: \$200.00 in addition to wages owed for the period worked;

(c) if after the first four weeks of classes: \$400.00 in addition to wages owed for the period worked.

Article XIII Performance Evaluations

13.01

The performance evaluation of any employee, shall be treated as confidential information between the employee, the Tenure and Promotion Committee and the University. The employee will receive a copy of his/her performance evaluation. Any performance evaluation shall not be included in the employee's academic file.

13.02

Evaluations of employees shall be conducted by the Department's Tenure and Promotion Committee.

13.03

Employees shall be informed of the Tenure and Promotion Committee's guidelines, prior to being evaluated.

13.04

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

13.05

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

13.06

All performance evaluations shall be in writing and based solely on the duties associated with an employee's work assignment.

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

Schedule "A" represents an eight (8) step grid. Salary increments are \$120.00 per step.

14.03

Five (5) seniority points are required for movement from one grid step to the next.

14.04

The minimum salary for a Sessional Instructor is \$4,200 per work assignment. The maximum is \$5,160.00 per work assignment. Distance Education Instructors shall be paid \$1,680.00 per work assignment. Music Instructors shall be paid \$35.00 per hour.

14.05

The University may apply to the Union to exempt a maximum of twenty-five (25) instructors per semester, from the grid maximum, thereby hiring such instructor(s) above the grid maximum. The Union's consent shall not be unreasonably withheld.

14.06

New employees (non-seniority employees) may be placed on the grid at the discretion of the University.

14.07

No employee shall move down the grid so long as they maintain their seniority.

14.08

Placement on the salary grid shall be effective as of September 5, 1995. For the purpose of placement on the salary grid, seniority shall be retroactive to September 1, 1994.

14.09

Employees who, at the time this agreement comes into effect (September 5, 1995), are earning wages in excess of the maximum specified by this agreement, shall continue to earn that rate, so long as they maintain their seniority or until such time as the maximum rate exceeds their rate.

14.10

Employees earning an amount that falls between steps on the grid, shall be moved to the next higher step.

14.11

It is understood that the wages specified in Schedule "A" are inclusive of 4% vacation pay.

Article XV Office Space and Facilities

15.01

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

15.02

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

Article XVI Health and Safety

16.01

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

16.02

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

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

- (c) The University and the Union agree to participate in Local Health and Safety Committees.

16.03

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

Article XVII Leave of Absence

17.01 Sick Leave

An employee who is sick and unable to fulfil his/her scheduled contact hours/office hours and who has been employed in one (1) of the academic semesters of the three (3) academic semesters immediately preceding his/her current appointment, will be granted Sick Leave with pay, to a maximum of two (2) working days (on which contact hours/office hours are scheduled) per academic semester.

An employee claiming more than one (1) sick leave day may be required to provide a medical certificate. Further, unused sick leave will not be accumulated from one academic semester to the next.

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

17.02

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

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

- (b) All other parents who have worked for the University for thirteen (13) weeks in the three (3) academic semesters immediately preceding the anticipated date of delivery, are entitled to eighteen (18) weeks of unpaid parental leave. This leave must commence within thirty-five (35) weeks of the birth or adoption.
- (c) "Parent" includes adoptive parents, as well as "a person in a relationship of some permanence with the natural mother or father of the child who intends to treat the child as his/her own."

- (d) Employees must provide two (2) weeks notice of the date the leave will begin and four (4) weeks notice of the date the leave is to end.
- (e) Any parent commencing a leave is entitled to return to the same or an equivalent position after the leave. Any employee whose predetermined contract expired while on leave may not be entitled to return to a position.
- (f) Normal benefits cost-sharing, as applicable, shall continue for pension, life insurance, extended health and dental throughout both the pregnancy and parental leave.

17.03 **Bereavement Leave**

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

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

17.04 **Family Responsibility Time**

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

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

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

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

17.05 Academic Conference Leave

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

Article XVIII- Vacations and Holidays

18.01

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

18.02

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

18.03

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

Article XIX Benefits

19.01 Benefits Eligibility Requirements

To be eligible for benefits the appointment must be:

(i) greater than six months in duration or the sum of past consecutive appointments including the current appointment must be greater than 8 months in duration. The consecutive appointments must not be separated by more than 8 months if they are to be added together for eligibility purposes.

and,

(ii) the employee must be employed for the minimum workload required as described below.

Workload	Benefit	Eligibility	Effective
35 - 50 %	Life/EHC	Yes	Upon Hire
	Pension	35% of YMPE*	After 2 years'
	LTD/Dental	No	N/A

51 - 99 %	Life/EHC Pension LTD/Dental	YES 35% of YMPE* Yes	Upon Hire After 2 years After 2 years
-----------	-----------------------------------	----------------------------	---

- (To qualify for participation in the pension plan an employee must have earned at least 35% of the Yearly Maximum Pensionable Earnings (YMPE) and be employed for at least two years prior).

The percentage workload is determined as follows and is the greater of:

- (i) Number of courses per year : 9

or

- (ii) Projected Annual Salary -
Average salary of a full-time sessional lecturer (1995 \$42,000)

19.02 **Benefits Available**

- i) Life Insurance
- ii) Long Term Disability
- iii) Extended Health Care, Dental, Pension

19.03 **Benefit Cost Sharing While in a Paid Status**

Cost sharing between the University and the Sessional Lecturer varies depending on the sessional lecturer's percentage of normal workload. The greater the percentage of normal workload, the greater the University share of the benefit.

	% Workload	Employee	University
Life Insurance	35 - 99 %	33.3 %	66.7 %
Extended Health	35 - 50 %	50 %	50 %
	51 - 75 %	25 %	75 %
	76 - 99 %	0 %	100 %
LTD	51 - 99 %	33.3 %	66.7 %
Dental	51 - 75 %	40 %	60 %
	76 - 99 %	20 %	80 %

19.04 **Benefits & Cost Sharing When in an Unpaid Status**

Subject to 19.01, the above benefits are available for the duration of the employee's employment contract. Employees are eligible to continue Life Insurance, Extended Health

Care and Dental **benefits**, during periods of unpaid status, at the full cost of the **benefit** premiums. Participation in Long Term Disability and **pension** will **discontinue** during the period of unpaid **status**. The premiums must be **paid** for by the employee in one lump sum in advance or by monthly **post-dated** cheques payable on the first of each month during the unpaid **status**.

19.05

Employees may **opt-out of**: Extended Health Care and Life Insurance; and/or Dental and Long Term Disability, by completing the **appropriate enrolment form**.

19.06

The Union may provide one representative to participate on the President's Advisory Committee on Pensions and Benefits.

Article **XX** Seniority

20.01

Employees shall accrue seniority in **the** bargaining unit on the following basis:

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

20.02

Seniority shall not be **lost or** reduced for any reason except **dismissal**, resignation, or failure to obtain a **bargaining** unit work assignment for a period of eight (8) consecutive semesters.

20.03

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

20.04

An individual with at **least five** (5) seniority points will be deemed to have **on-campus status** for the purpose of any job **postings** at the University for **a** period of three (3) **semesters** beyond his/**her** termination date.

20.05

Employees with more than (10) seniority points shall be granted an interview for any regular faculty positions to which they apply unless they are demonstrably not qualified to hold the position according to the advertised qualifications.

Article XXI Academic Freedom

21.01

Within the limits noted in 21.02, 21.03 and 21.04, the University accepts its responsibilities to employees in upholding their right to teach and speculate without deference to prescribed doctrine as long as said teaching and speculation has academic substance and is fully pertinent to each work assignment.

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 and University of Guelph policies and procedures, and all University identified limitations in course design, content, and methods for delivery. The University shall make available those policies and procedures applicable to bargaining unit members.

21.03

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

21.04

When work assignments permit employees to have a wider degree of latitude than is possible in assignments included in 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.

Article XXII Technological Change

22.01

No employee shall suffer a reduction of his/her normal earnings as a result of any technological change introduced during any work assignment.

22.02

Departments/Colleges shall notify the Union and affected employees at least thirty (30) days prior to the implementation of significant change(s) to method(s) of course delivery.

Article XXIII Duration

23.01

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

*

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

On Behalf of the
University of Guelph

On Behalf of the Canadian Union
of Public Employees, Local 3913 (Unit #2)

M. Sulejman
N. Sulejman
On 2 sides
Delight
Rosemarie
for
Carole Stewart
Rosemarie McHugh

D. Smith
Gilbert Sutherland
Mark Y.
M. D.

Schedule "A" - Wages
(Effective September 5, 1995)

Minimum	\$4,200.00
Step One	\$4,320.00
Step Two	\$4,440.00
Step Three	\$4,560.00
Step Four	\$4,680.00
Step Five	\$4,800.00
Step Six	\$4,920.00
Step Seven	\$5,040.00
Step Eight (Maximum)	\$5,160.00

- Salary increments are \$120.00 per step.
- Five (5) seniority points are required for movement from one grid step to the next. No employee shall move down the grid so long as they maintain their seniority.
- Minimum salary for a Sessional Instructor is \$4,200 per work assignment.
- Maximum is \$5,160.00 per work assignment.
- Distance Education Instructors shall be paid \$1,680.00 per work assignment.
- Music Instructors shall be paid \$35.00 per hour.
- The University may apply to the Union to exempt a maximum of twenty-five (26) instructors per semester from the grid maximum, thereby hiring such instructor(s) above the grid maximum. The Union's consent shall not be unreasonably withheld.
- New employees (non-seniority employees) may be placed on the grid at the discretion of the University.
- Placement on the salary grid shall be as of September 5, 1995. For the purpose of placement on the salary grid, the date shall be September 1, 1995.
- Employees earning an amount that falls between steps on the grid, shall be moved to the next highest step.
- Employees who, at the time their grid comes into effect (September 5, 1995) are earning wages in excess of the maximum specified by this agreement, shall continue to earn that rate, so long as they do not exceed that rate.
- It is understood that the wages specified in Schedule A are inclusive of 4% vacation pay.

" Appendix A "

POLICY ON AIDS

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

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

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

"Appendix B"

Definition of Sexual and Gender Harassment

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

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

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

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

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

Memorandum of Understanding

Further to the **Collective Agreement between the Canadian Union of Public Employees, Local 3913, Unit # 2 and the University of Guelph, it is agreed** that a joint committee will be formed to examine the feasibility of extending benefits coverage to employees of Unit #2 not currently covered by the existing plan. This committee will also examine the current formula for determining the percentage workload that determines benefit eligibility and premium cost-sharing. The committee may consider any factors it deems pertinent, but must address the issue of reducing the current definition of a full workload (as outlined in Article 19). This committee will be comprised of two (2) representatives from both the University and the Union. Recommendations from this committee will be presented to the parties by April 1, 1996.

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

Murderer Ryan
 N. Sullivan
 B. J. Aram
 P. Wright
 P. Brown
 P. Brown
 C. Stewart
 Rosemarie McHugh

P. Smith
 C. Smith
 Mark Miller
 M. Smith

Letters of Understanding - First Agreement

(Unit #2)

1. The posting and selection provisions of this agreement shall take effect on 1 January 1996.
2. Subject to Article 20, the Union and the University agree that seniority, for the purposes of postings and selection, shall be retroactive to the first day of employment at the University. Employees may be required to produce reasonable proof of past employment. Disputes regarding an individual's seniority shall be referred to the Labour-Management Committee. In the event that a dispute is not resolved, it may be referred to arbitration by either party.
3. The University will inform employees of their percentage of workload at commencement of employment.
4. The formula to be used for weighting the seniority points accrued by Music Instructors and Distance Education Instructors shall be determined by the Labour-Management Committee. In the event the parties are unable to reach agreement, the matter may be referred to arbitration by either party.

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

On behalf of the
University of Guelph

M. [Signature]
at [Signature]
 Ben Zarem
 Debraight
 Robert [Signature]
 Bruce [Signature]
 Carolyn [Signature]
 Rosemarie McHugh

On behalf of the Canadian Union of
Public Employees, Local 3913 - Unit #2

[Signature]
 Gill [Signature]
 Mark MC
 M. [Signature]

MEMORANDUM OF UNDERSTANDING

Further to the Collective Agreement between the Canadian Union of Public Employees, Local 3913, Unit #2, and the University of Guelph, it is agreed that the following shall apply with respect to the English Department's course, 37-120 for the period of September 4, 1995, to September 5, 1996.

1. A Sessional Lecturer offered to teach one seminar section will receive a stipend equal to 0.7 of his/her salary grid placement.
2. For the purpose of calculating seniority points, each work assignment of one seminar section will count as 0.7 points.

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

On behalf of the
University of Guelph

N.
B. Z. Allen
Debra
F. [unclear]
K. [unclear]
Carol Stuart
Rosemarie McHugh

On behalf of the Canadian Union of
Public Employees, Local 3913 - Unit #2

[Handwritten signatures]