

# COLLECTIVE AGREEMENT

Dated February 20, 2008

between

**UNIVERSITY OF WINDSOR**



and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL UNION NUMBER 4580**



**12985 (03)**

THIS AGREEMENT made this **20th** day of **February, 2008**

BETWEEN:

UNIVERSITY OF WINDSOR, hereinafter called the "Employer"

OF THE FIRST PART

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL  
UNION NUMBER 4580, hereinafter called the "Union"

OF THE SECOND PART

## INDEX

<u>Article Number</u>	<u>Subject Matter</u>	<u>Page Number</u>
1	Definitions	1
2	Preamble	2
3	Management Rights	3
4	Recognition	3
5	Discrimination and Harassment Free Workplace	4
6	Union Representation	7
7	Grievance Procedure	9
8	Arbitration	11
9	Strikes and Lockouts	12
10	Employee Evaluations	13
11	Discipline, Suspension, and Discharge	13
12	Assistantship Appointments	14
13	Financial Support	15
14	Hours of Work and Work Assignments	16
15	Vacations and Holidays	17
16	Leaves of Absence	17
17	Teaching Materials	18
18	Health and Safety	18
19	Equity Statement	18
20	Term of Agreement	19
21	Copies of Agreement	19
22	Termination of Employment	19
23	Information	19
24	Payment of Wages	20
25	Health Benefits	20
	Memorandum of Agreement Re: Graduate Assistant Financial Aid Fund	21
	Schedule "A"	22

## **ARTICLE 1 - DEFINITIONS**

### **Graduate Assistant**

A full-time graduate student who is employed to assist with teaching or related duties.

### **Teaching Assistant I**

Normally an undergraduate student, registered in the first or second year of their program, employed for a specific course to assist with teaching or related duties. Teaching Assistants shall include Marker/Grader and Demonstrator.

### **Teaching Assistant II**

Normally an undergraduate student, registered in the third or fourth year of their program, employed for a specific course to assist with teaching or related duties. Teaching Assistants shall include Marker/Grader and Demonstrator.

### **Teaching Assistant III**

- a) a graduate student who has exhausted their eligible assistantships pursuant to Article 13: or
- b) a student holding an undergraduate degree and not enrolled in a graduate program; or
- c) a person holding an honours degree and not enrolled in any University of Windsor program.

### **Master's Qualifying (MI)**

A student completing qualifying work for entry to a graduate program.

### **Master's Candidate (MII)**

A student enrolled in a Master's-level program.

### **PhD Student**

A student enrolled in a PhD program.

### **AAU Head**

AAU Head shall refer to the head of a department, the director of a school, or the dean of an un-departmentalized faculty.

### **Day(s)**

Day(s) shall mean calendar days.

### **Working Day(s)**

Working Day(s) shall be Monday to Friday when the University is open for business.

### **Academic Terms**

Academic term shall be: Summer: May to August (inclusive); Fall: September to December (inclusive); Winter: January to April (inclusive).

### **Employee**

"Employee" means an employee of the University included in the bargaining unit as defined in Article 4 - Recognition Clause, of this Agreement.

**Supervisor**

“Supervisor” means the person directly responsible for the assignment and direction of work.

**Spouse**

In this Agreement, the term “spouse” shall mean persons (including those in same sex spousal relationships) who:

- a) are married to each other; or
- b) have cohabited for a period of not less than one (1) year in a conjugal relationship; or
- c) are in a relationship of some permanence if they are the natural or adoptive parents of a child.

1:01 Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included.

**ARTICLE 2 - PREAMBLE**

2:01 The University is an exceptional community explicitly devoted to learning. This process takes many forms at the University of Windsor, providing unique opportunity for personal and social enrichment through education, inquiry and relationships. This is achieved through the cultivation of a strong research and academic environment based on the principles of openness, responsiveness, and respect. Successful operation of the University of Windsor is contingent upon an environment that fosters creativity and productivity within the individual while learning and working.

The University is the Employer and recognizes the importance of the Employees represented by the Union as a vital part of the University community in its teaching and learning functions, The University also recognizes and supports the educational goals of the Employees represented by the Union.

It is the desire of both parties to this Agreement:

- 1. To establish and maintain mutually satisfactory relations between the Employer, its employees within the Bargaining Unit, and the Union.
- 2. To secure prompt and equitable disposition of non-academic grievances arising out of the administration of the within Agreement or other problems.
- 3. To establish and maintain conditions mutually satisfactory to both parties.
- 4. To encourage efficiency in support of education.
- 5. To promote the morale, well-being, and security of all employees within the Bargaining Unit.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3:01 The Union recognizes that the management of the University is fixed exclusively in the Employer subject to the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the function of the Employer to:

- a) determine the size, composition, and deployment of the workforce;
- b) generally manage the University and 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) 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.
- e) hire; appoint; re-appoint; not hire; not appoint; not re-appoint; classify; direct; assign; promote; demote; transfer; discharge; reprimand, suspend; or otherwise discipline employees. A claim of discrimination regarding these management functions, including promotion, demotion, or a claim of discipline without just cause, shall be treated as a grievance, as provided for under Article 7 of this Agreement;

provided that these rights shall be exercised in a fair, reasonable, and equitable manner consistent with the terms of this Agreement.

3:02 The University agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

3:03 a) The parties recognize that certain specific teaching-related functions require specialized skills and knowledge, and that the hiring of non-students possessing these skills and knowledge may be necessary from time to time where there are no qualified students available. The University shall notify the Union of such non-student appointments.

b) The parties agree that non-student employees will be compensated at the Teaching Assistant III rate as per Schedule "A".

### **ARTICLE 4 - RECOGNITION**

4:01 The University agrees to recognize the Union as the sole Bargaining Agent of all employees at the University of Windsor who are employed as Graduate Assistants, Teaching Assistants, Demonstrators, and Marker/Graders who are registered as students at the University of Windsor, and those non-students employed as Teaching Assistants, save and except supervisors, persons above the rank of supervisor, and persons covered by subsisting Collective Agreements with the CAW Local 195; the CAW Local 2458 - Engineers; the CAW 2458 - Full-

time Clerical Unit; the CAW 2458 Part-time Clerical Unit; Canadian Union of Public Employees Local 1393; Canadian Union of Public Employees Local 1001; and the Faculty Association.

- 4:02 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. Neither shall the Employer meet with any employee or group of employees undertaking to represent the Union without the authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall speak for the Union.
- 4:03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives, which conflicts with the terms of this Collective Agreement.
- 4:04 In respect of employees covered by this Agreement, the Employer shall not recognize during the currency of this Agreement any other Bargaining Agent in respect of any matters herein dealt with.

**ARTICLE 5 - DISCRIMINATION AND HARASSMENT FREE WORKPLACE**

- 5:01 Whereas the parties agree that all employees are obligated to interact on the basis of mutual respect and any form of harassment, sexual harassment or discrimination will not be tolerated and;

Whereas the Parties reaffirm faith in fundamental human rights and in the dignity and worth of the human person;

The Parties are committed to a discrimination and harassment-free campus.

- 5:01(a) **DISCRIMINATION:**

Discrimination is defined as a distinction, whether intentional or not, based on grounds relating to personal characteristics of an individual or group, which has the effect of imposing burdens, obligations, or disadvantages on such individual or group not imposed upon others, or which withholds or limits access to opportunities, benefits, and advantages available to other members of society.

The parties agree that there shall be no discrimination, intimidation, interference, restriction or coercion exercised or practiced with respect to any employee in any matter **on the basis of creed, age, sex, disability, marital status, sexual orientation, race, colour, ethnic origin, citizenship, ancestry, place of origin, family relationship, number of dependents, place of residence, nationality, political or religious affiliation or belief, family status, same sex partnership, receipt of public assistance, record of offences, or** by reason of membership or non membership in the union.

- 5:01(b) **HARASSMENT is a form of discrimination and is defined as:**

- (a) vexatious comment or conduct in relation to a person or group of persons which has the effect or purpose of creating a hostile or intimidating

working or educational environment when such treatment has the effect or purpose of threatening or intimidating a person; or

- (b) treatment **that** abuses the power that one person holds over another or misuses authority or such treatment has the effect or purpose of offending or demeaning a person or group of persons on the basis of **creed, age, sex, disability, marital status, sexual orientation, race, colour, ethnic origin, citizenship, ancestry, place of origin, family status, same sex partnership, receipt of public assistance, record of offences, or** by reason of membership or non membership in the union.

Harassment may occur during one incident, or over a series of incidents including incidents which, in isolation, would not necessarily constitute harassment. Harassment prevents or impairs the full and equal enjoyment of employment and education services, benefits and/or opportunities and may occur between people of the same or different status within the University community, regardless of age or sex. Harassment may also be directed at a group as well as at an individual. Harassment may be psychological, verbal or physical or may be all of these.

Harassment does not include appropriate direction, delegation, or discipline, administered by a member of Management or designate.

5:01(c)

SEXUAL HARASSMENT:

Whereas the Parties recognize that sexual harassment often occurs in situations of power differential and that sexual harassment attacks the dignity and self-respect of the victim.

The parties are committed to a campus free of sexual harassment.

“Sexual Harassment” includes, **but is not limited to:**

- a) any unwanted sexual attention or behaviour by a person who knows or ought reasonably to know that such attention is unwanted; or
- b) any implied or expressed promise of reward for complying with a sexually oriented request; or
- c) any implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity for refusal to comply with a sexually oriented request; or
- d) any inappropriate verbal or physical conduct that has a focus on sexuality or sexual identity in what reasonably may be perceived as a hostile, intimidating or offensive manner; or
- e) the communication or display of material with a focus on sexuality or sexual identity which has the effect or purpose of creating a hostile or intimidating working or educational environment.



- 5:01(d) If an employee believes he/she has been harassed and/or discriminated against, as defined in Article 5:01(a), (b) and/or (c), he/she may:
- a) take direct action by informing the individual who is the source of the behaviour that it is unwelcome and unwanted, and request that the individual stop the behaviour, and by documenting the events including the date, time, location, witnesses, and details; or
  - b) report the complaint to a University representative and seek assistance in addressing the issue; or
  - c) report the complaint to a Union representative and seek assistance in addressing the issue which may include initiating a grievance under Article 7.

5:01(e) Investigative Training

The Union shall appoint two (2) members who will conduct investigations on behalf of the Union. The Union and Employer representatives will participate in harassment training. All costs of such training shall be incurred by the Employer.

5:01(f) **REVIEW/INVESTIGATION OF COMPLAINTS**

Review of Complaint

Upon receipt of a complaint, the Supervisor or Union representative will immediately inform the Employee Relations Manager. The Employee Relations Manager or her/his designate and a Union Committee representative will jointly interview the complainant to determine whether or not the allegation of harassment or discrimination is founded. If the review determines that the allegation is unsubstantiated, the complainant will be advised that no further action is necessary. If the parties disagree, the complaint will move forward to the investigation stage.

Investigation Of Complaint

If the initial review indicates that the allegation of harassment or discrimination warrants investigation, the Employee Relations Manager or her/his designate and a Union Committee representative will jointly interview the respondent, witnesses, and other persons named in the complaint. A written report will be prepared by the Employee Relations Manager or her/his designate and reviewed by the Union Committee representative within fifteen (15) days of the investigation. Such report shall include: the background of the case, including the allegations; the response; and the steps taken to resolve the complaint. A copy of the report shall be sent to the complainant and the respondent.

If the joint investigation confirms that discrimination or harassment has occurred, the Employee Relations Manager or her/his designate will make a determination of the appropriate resolution, and immediate action will be taken to put an end to the discrimination or harassment. The Union

Committee representative will be notified, prior to communicating with the complainant and respondent, regarding the action to be taken.

Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition. It is agreed that the appropriate resolution will be consistent with the Collective Agreement and the Ontario Human Rights Code.

5:01(g) Following the investigation, should the complaint remain unresolved, it may be inserted into Step 3 of the grievance procedure for resolution. The parties agree that complaints will not be pursued through both the grievance and harassment complaint procedure, simultaneously.

If an employee so chooses, prior to the grievance procedure the complaint may be made with the University of Windsor Human Rights Office.

5:01(h) Where the alleged harasser is the person who would normally deal with any of the steps of the investigation or grievance procedure, the complaint or grievance shall automatically be sent forward to the Executive Director of Human Resources. At no time during or after a discrimination, harassment or sexual harassment investigation or grievance shall the grievor be removed and relocated from the area of the alleged harasser unless fully and entirely voluntarily requested by the grievor and without prejudice to the validity of the grievance.

5:01(i) The parties agree that there will be no discrimination consistent with the provisions of the Ontario Human Rights Code.

#### ARTICLE 6 - UNION REPRESENTATION

6:01 The Union, its members, and/or its Agents shall not conduct or attempt to conduct Union activities during the hours of employment or on the Employer's premises, except as hereinafter expressly provided for.

6:02 The Union shall have the right at any time to have the assistance of authorized representatives of C.U.P.E. when meeting or negotiating with the Employer. Such authorized representative(s) /advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

6:03 The Union shall keep the University informed in writing of the names of the employees selected to act as Union Stewards and other officers, and the effective date of their appointments.

6:04 The Union's Stewards have regular duties to perform on behalf of the University, and the Stewards will not leave such duties without first obtaining the permission of their immediate supervisor. Such permission will not be unreasonably withheld.

- 6:05 The parties agree that where the Employer becomes aware of significant decisions that are expected to have a substantial impact on the number of positions available to the Local 4580 bargaining unit, the Employer will inform the C.U.P.E. Local executive via a joint committee meeting scheduled as soon as practical.
- 6:06 All correspondence to the Union shall be sent to the Local President with copies to the Union Secretary and the Department of Human Resources.
- 6:07 The University recognizes the right of the Union to appoint stewards as follows: three (3) stewards from each of the departmentalized Faculties of Arts and Social Sciences, Engineering, and Science, and four (4) stewards from the Professional Faculties of Business Administration, Faculty of Education, Faculty of Human Kinetics, and Faculty of Nursing.
- 6:08 There will be a Labour/Management Committee comprised of up to three (3) representatives of the Union and up to three (3) representatives of the University. The Committee shall meet as needed, but not less than once per academic term for the purpose of discussing issues related to union/management matters that affect the parties. It may make recommendations to the parties, but shall not amend, modify, or alter the terms of this Agreement.

#### **Negotiating Committee**

- 6:09 The University agrees to recognize and deal with a negotiating committee of not more than five (5) members and one (1) alternate member in the bargaining unit, plus an authorized representative of the Union.
- 6:10 The negotiating committee will deal only with such matters as are properly the subject matter of negotiations for the renewal or modification of this Agreement.
- 6:11 The University agrees to allow the bargaining unit employees from the Union's negotiating committee time off work without loss of regular straight time pay on those days the Union negotiating committee meets with the University negotiating committee, up to but not including conciliation, where the employee would otherwise have been required to work on that day.

#### **Dues and Check Off**

- 6:12 As a condition of employment or continued employment, the Employer will deduct from each employee in the bargaining unit an amount equivalent to the union dues currently in effect in accordance with the Constitution and the By-Laws of the Union. The amount so deducted shall be remitted by the Employer to the National Secretary-Treasurer of the Union on or before the twentieth (20<sup>th</sup>) day of the month following the month in which such deductions were made unless otherwise required by law. Such remittance shall be accompanied by a list of employees on whose behalf the deductions were made. A copy shall be forwarded to the Local Treasurer.

The Union shall further advise the Employer by the fifth (5<sup>th</sup>) day of the month in which dues are to be paid of any changes in the amount of dues to be deducted from each employee in the Bargaining Unit.

- 6:13 The Employer shall indicate the monthly deduction of dues on each employee's pay.
- 6:14 The University will show the amount of Union dues paid by an employee on the employee's income tax T-4 statement.
- 6:15 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

## **ARTICLE 7 -GRIEVANCE PROCEDURE**

- 7:01 In order to ensure that complaints 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 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 has the right to be accompanied by a Union representative of the employee's choice.

### 7:02 Informal Complaint

It is the mutual desire of the parties that complaints of employees shall be addressed as quickly as possible, and it is understood that an employee normally shall give his/her immediate supervisor an opportunity of adjusting his/her complaint. Where the supervisor is also the employee's thesis supervisor or grades the employee's academic work, the employee may request the assistance of a Union Steward. If an employee has a complaint, he/she shall first discuss the matter with his/her supervisor, with or without a Union representative of the employee's choice, within ten (10) working days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint.

The supervisor shall be allowed ten (10) working days to seek information and advice and to communicate his/her answer to the complainant. Failing a satisfactory settlement, the complaint may be taken up as a grievance in the following manner:

### 7.03 Formal Grievance

#### Step 1

The employee, assisted by the Union Steward, may submit a written grievance to the AAU Head. The nature of the grievance, the relevant provisions of the Collective Agreement, and the remedy sought shall be set out in the grievance on a form mutually agreed to by both parties. The AAU Head will then deliver a decision in writing within five (5) working days following the day on which the grievance was presented. Failing settlement at Step 1 then:

## Step 2

Within five (5) working days following the AAU Head's decision under Step 1, the Union may refer the grievance to Step 2 by submitting the grievance to the Dean of the Faculty of Graduate Studies and the Employee Relations Manager, who will arrange a meeting within ten (10) working days between the Dean of the Faculty of Graduate Studies (or designate), the Employee Relations Manager (or designate), the AAU Head, the grievor, and the Union Steward, to discuss the grievance. The Dean of the Faculty of Graduate Studies (or designate) and the Employee Relations Manager, will give a written decision within five (5) working days of the Step 2 meeting.

## Step 3

Within five (5) working days following the University's decision under Step 2, the Union may refer the grievance to Step 3 by submitting the grievance to the **Executive** Director of Human Resources (or designate). The **Executive** Director of Human Resources, or designate, will arrange a meeting within ten (10) working days with the Dean of Graduate Studies, the grievor, the Union Steward, and an official of the Local Union to discuss the grievance. The **Executive** Director of Human Resources, or designate, will give a written decision within five (5) working days of the Step 3 .meeting.

7:04 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as set forth in this Agreement. If no written request for arbitration is received within twenty (20) working days after the University's decision under Step 3 is given, the grievance shall be deemed to have been settled and not eligible for arbitration.

7:05 Where no answer is given within the time limits specified in the grievance procedure, the Union and the University shall be entitled to submit the grievance to the next Step in the grievance procedure.

7:06 A claim by an employee that he/she has been unjustly suspended or discharged shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step 2 of the grievance procedure. A grievance involving health and safety shall be initiated at Step 3.

## 7:07 Group Grievance

Where more than one employee has a similar complaint or grievance and are seeking similar relief, a group grievance may be submitted at Step 1 (where the dispute concerns employees in the same AAU) or Step 2 (where the dispute concerns employees in more than one AAU). Such grievance shall be signed by the Chief Steward or designate.

## 7:08 Policy Grievance

A complaint or a grievance arising directly between the University and the Union concerning the interpretation, application, or alleged violation of this Agreement

(which would not normally be grieved by an individual employee) shall be initiated at Step 3.

7.09 The time limits set out in this Article may be extended by mutual agreement of the parties in writing.

7.10 All decisions arrived at between representatives of the University and the Union shall be in writing and shall be final and binding upon the University, the Union, and the employees concerned.

7:11 Either party may refer a grievance to mediation after completion of Step 3 of the grievance procedure. Such mediation must be mutually agreed. The objective of mediation is to assist the parties in reaching a mutually acceptable settlement as expeditiously as possible. The parties agree to appoint the first available mediator from the following list of mediators:

Brian Sheehan  
Ted Crljenica  
Michael Watters  
Janice Johnstom

The rules of evidence will not apply, and no record of the proceedings will be made. If no settlement is reached within thirty (30) days from the mediation meeting, the mediator will give a non-binding recommendation based on the provisions of the collective agreement. Mediation awards will have no precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting.

At least five days prior to the initial mediation meeting, the parties will provide an agreed to Statement of Facts to the mediator. This would include collective agreement clauses, facts, case law and arguments in support of each party's position on the issues. Any further non-agreed to facts may be provided in writing to the mediator and the other party. Any written material presented to the mediator will be returned to the issuing party at the conclusion of the mediation process.

Mediation will take place at the Employer's workplace. The affected parties will participate fully in the proceeding with the assistance of representatives of the Employer and the Union. The parties will equally share the cost of fees and expenses of the Mediator.

Following the mediation process, if no settlement is achieved, the parties may advance the grievance to Step 4 of the grievance procedure. A grievance may be removed from the Mediation process at any time prior to the hearing and forwarded to the standard Arbitration process.

#### ARTICLE 8 - ARBITRATION

8:01 When either party requests that a grievance be submitted to arbitration, the request shall be made by notice in writing addressed to the other party to the Agreement. Within ten (10) days thereafter, the parties shall jointly appoint an

Arbitrator. If the parties fail to agree upon the selection of an Arbitrator, the appointment shall be made by the Minister of Labour for the Province of Ontario upon request of either party.

- 8:02 No person shall be selected as an arbitrator who (a) is acting or has, within a period of six (6) months preceding the date of his/her appointment, acted in the capacity of a Solicitor, Legal Advisor, Counsel, or paid Agent of either of the parties; (b) has any pecuniary interest in the matters in dispute.
- 8:03 The decision of the arbitrator shall be final and binding upon the parties to this Agreement, but in no event shall the arbitrator have the power to alter, modify, or amend this Agreement in any respect, or to substitute any new provisions for any existing provisions, nor to make any decisions inconsistent with the terms and provisions of this Agreement. Where the Arbitrator determines that an employee has been discharged or otherwise disciplined by the Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator may substitute such other penalty for the discharge or discipline as to the Arbitrator seems just and reasonable in all the circumstances.
- 8:04 Each party to this Agreement shall pay one-half (½) of the fees and expenses of the Arbitrator.
- 8:05 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as a witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance. Parties are responsible for any lost wages and expenses respecting witnesses not in the employ of the Employer called on their behalf.
- 8:06 Where the parties agree to the use of an Agreed Statement of Facts, such Statement will be provided to the arbitrator at least five (5) business days before the hearing. The Statement of Facts normally will include all facts that can be mutually agreed upon.**

#### **ARTICLE 9 - STRIKES AND LOCKOUTS**

- 9:01 The Union agrees that during the term of this Agreement there shall be no strikes, suspension, or slow down of work. It further agrees to use its best efforts to prevent picketing or other interference with the Employer's operation during the term of the Agreement. The Employer agrees that there shall be no lockout of the employees during the currency of this Agreement.
- 9:02 In the event that any employees of the Employer, other than those covered by this Agreement, engage in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

**ARTICLE 10 - EMPLOYEE EVALUATIONS**

- 10:01 Where appropriate, performance of an Assistant's duties shall be assessed by the course supervisor. Any Assistant whose performance has been judged as unsatisfactory will receive suggestions for improvement. If the Assistant's performance does not improve within a reasonable time, the AAU Head will proceed as per Article 11.
- 10:02 An employee shall be permitted to review all written performance evaluations upon request and further, to respond to said evaluation. The written evaluations and response shall be kept in the Office of Graduate Studies.

**ARTICLE 11 - DISCIPLINE, SUSPENSION, AND DISCHARGE**

- 11:01 The University shall discipline, suspend, or discharge an employee only with just cause.  
  
The University and the Union agree that the standard of just cause shall include, but not be limited to, job capabilities (which include familiarity with course materials), skill, and work efficiency/productivity.
- 11:02 The University recognizes, except in the case of gross misconduct, 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.
- 11:03 The University shall, in the process of progressive discipline, use verbal and/or written warnings. In such cases, the employee shall be explicitly informed that it is a verbal or written warning.
- 11:04 A written disciplinary warning shall precede more serious disciplinary action (i.e., suspension or discharge), except in the case of gross misconduct. The written discipline warning shall include a description of the improvement required and identify a reasonable time period in which the employee must demonstrate the required sustained improvement in the area of concern.
- 11:05 When an employee is to be disciplined (i.e., verbal warning, written warning, suspension, or discharge), a meeting shall be convened specifically for that purpose. The employee shall be entitled to be accompanied to such meeting by a Union representative, if the employee so chooses. The employee shall be reminded, with reasonable notice, by the University, of this entitlement prior to the meeting. A copy of any disciplinary letter shall be provided to the Union within seven (7) days of such meeting.
- 11:06 It is agreed that disciplinary/warning letters shall be retained on file for twenty-four (24) months or completion of the employee's degree program, whichever occurs first.



## **ARTICLE 12 - ASSISTANTSHIP APPOINTMENTS**

12:01(a) Each AAU shall post written notice of the **projected** number of Graduate Assistantships allocated by the Faculty of Graduate Studies **and the total hours assigned. Notice of available assistantships shall be posted prior to the commencement of the fall, winter and summer terms.** Copies of said postings will be provided to the Office of Graduate Studies and the Union President.

12:01(b) Each AAU shall post written notice of the funds allocated for Teaching Assistants. Postings shall also include the course number, times, eligibility requirements, and the deadline for application. Postings shall be kept up-to-date and copies of said postings will be provided to the Office of Graduate Studies and the Union President.

12:02 A standardized application form for an Assistantship shall be made available to students.

12:03 In accordance with Article 13, GA appointments shall be offered according to the criteria stated below:

- a) year in program; specifically, when the student initially registered in the program;
- b) academic status of the GA candidate, such that greater preference within the AAU is accorded, in order of priority, first to Doctoral Candidates, then Master's Candidates (MII)
- c) academic performance;
- d) teaching and other relevant experience, which is defined as any experience(s) that can be applied or deemed useful to the duties and responsibilities of an Assistant; and
- e) previous positive evaluation of performance as an Assistant at the University of Windsor, if applicable.

The parties recognize that Graduate Assistantships may be offered as an element of graduate student recruitment.

12:04 TA appointments shall be offered according to the criteria stated below:

- a) year in program; specifically, when the student initially registered in the program;
- b) teaching and other relevant experience, which is defined as any experience(s) that can be applied or deemed useful to the duties and responsibilities of an Assistant;
- c) academic performance and;
- d) previous positive evaluation of performance as an Assistant at the University of Windsor, if applicable;

**When in the judgement of the AAU Head or his/her designate, which should not be exercised in an unfair manner, the above criteria are relatively equal as between two or more applicants, preference will be given to those applicants who have previously held a University of Windsor teaching assistantship.**

- 12:05 Copies of the Notice of Appointment shall be forwarded to the Assistant and to the Union.
- 12:06 The AAU Head or designate shall provide an outline of the position, title and duties (Form 1) to the Assistant prior to commencement of duties.
- 12:07 The University shall provide such working space as the AAU Head, in consultation with the Supervisor, shall determine to be necessary and available.
- 12:08 Any applicant who does not receive an Assistantship shall receive, upon written request, a written statement from the Head of an AAU explaining the reasons why she/he was not hired.
- 12:09 While it is acknowledged that some changes may be necessary, no unreasonable changes in job duties shall be required during the period of employment.
- 12:10 An Assistant shall not receive less remuneration or fewer hours than stated in the original offer, provided this offer is within the AAU's allocation.

#### **ARTICLE 13 - FINANCIAL SUPPORT**

- 13:01 Within the limits of eligibility as prescribed by governmental funding, required registration, and satisfactory performance, the AAU shall make every effort to maintain at least the same level of financial support for continuing graduate students and:
- a) those students offered Assistantships at the Ph.D. level shall receive no fewer than six (6) terms of support. However, such students **may apply for additional assistantships of up to eight (8) full-terms of support;**
  - b) those students offered Assistantships at the Master's level shall receive no fewer than two (2) terms of support. **However, such students may apply for additional assistantships of up to four (4) full-terms of support;**
  - c) Notwithstanding the foregoing, on occasion, if sufficient departmental funds are available, additional grace terms of funding may be granted to a graduate student at the sole discretion of the AAU **and with the approval of the Dean of Graduate Studies or his/her designate.**
  - d) **If a Master's Candidate (MII) is offered an assistantship, any prior appointments to Assistantships as Master's Qualifying (MI) shall not count towards the commitment of Assistantships for Master's Candidate (MII).**
- 13:02 Financial support, **as outlined in 13:01**, shall continue, if the Graduate Assistant:
- a) maintains full-time registration in good standing in the degree program; and
  - b) is satisfactorily performing the duties required for the support.

**ARTICLE 14 - HOURS OF WORK AND WORK ASSIGNMENTS**

14:01 In order to hold a Graduate Assistantship, a student must be registered full-time normally in the program of the AAU awarding the Assistantship.

14:02 Hours of work for full appointments shall be as follows:

- |    |                                 |                    |
|----|---------------------------------|--------------------|
| a) | Ph.D. Student                   | 140 hours per term |
| b) | II Master's Student             | 140 hours per term |
| c) | I Master's (Qualifying) Student | 110 hours per term |
| d) | Teaching Assistants I, II, III  | 100 hours per term |

A full graduate assistantship is a position that requires an average of 10 working hours per week, normally over two academic terms for a maximum of 280 hours per year (May 1 - April 30).

A partial graduate assistantship is a position that requires not less than one half (½) the hours of a full graduate assistantship.

**Notwithstanding the foregoing, in circumstances where a graduate assistant is unable to fulfil the requirements of a full or partial graduate assistantship, the AAU may appoint a graduate assistant for the remaining hours. Should such appointment be less than 70 hours, such appointment will not be applied to the required terms of support as outlined in 13:01.**

A partial teaching assistantship may be offered with pay and hours commensurate to the proportion of the full assistantship. The notice of appointment shall specify the number of hours.

14:03 The duties of a TA or GA may include, but are not limited to: preparation for classes, preparation of written or audiovisual materials, designing and maintaining course related material, attending lectures, teaching under the direction of faculty, leading discussions and supervising laboratories, rating students' work, holding office hours, consulting with students (including electronic consultation), writing and grading tests, examinations and lab sets, grading essays and term papers, proctoring exams, tests, midterms, and quizzes, setting up experiments, conducting field trips, attending employer orientation workshops and training, and conferring with the supervisor in charge, as required by the employee's teaching duties.

14:04 All GA/TA's shall be provided with sufficient training and orientation as determined by the Employer. The University and the Union agree that a meeting between the GA or TA and his/her supervisor should be held no later than ten (10) working days after the commencement of his/her employment. At this meeting, the supervisor will describe the work to be done, giving details.

14:05 All hours worked beyond the hours described above shall be remunerated at a rate of two times (2x) the hourly rate of pay. Any hours worked beyond those specified in the appointment shall not be worked without the prior written approval of the Dean of the Faculty of Graduate Studies.

**ARTICLE 15 -VACATIONS AND HOLIDAYS**

15:01 The sum of 4% vacation pay shall be included in the wages, on a bi-weekly basis, set out in Schedule "A".

15:02 No member of the Bargaining Unit shall be required to work on any of the following holidays:

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

or any holiday declared by the President of the University of Windsor. An employee shall be entitled to observe holidays of the employee's religion other than those specified above; however, except in situations where it is not possible to do so, the employee shall notify the AAU Head in writing of the employee's intention at least two (2) weeks prior to the said holiday.

**ARTICLE 16 - LEAVES OF ABSENCE**

16:01 Employees who have an appointment or appointments totalling one hundred and forty (140) hours or more in an academic term shall be granted up to two (2) days of paid sick leave at the regular rate of pay. Employees who have an appointment or appointments totalling between fifty (50) and one hundred and thirty-nine (139) hours or more in an academic term shall be granted up to one (1) day of paid sick leave at the regular rate of pay. No additional absence or absences due to medical reasons shall be with pay. Sick leave shall apply only to regularly scheduled classroom/laboratory contact hours. Notwithstanding the foregoing, in the event that an employee is expected to mark and/or grade during a period of sickness, every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after his/her sickness. To qualify for sick leave the employee must notify his/her supervisor and the Chair or Designated Authority as to the expected duration of the illness/injury. Sick leave credits shall not accumulate from one appointment to another.

16:02 In the event of a death in the immediate family, the Assistant shall be entitled to one (1) calendar week without loss of pay in the event of the death of an employee's mother, father, brother, sister, spouse, son, or daughter.

16:03 Effective September 1 of each year of the agreement, for the purposes of Paid Union Leave, the University shall provide an amount equivalent to one-third (1/3) of a Ph.D. level graduate assistantship rate. These monies shall be administered by the Union.

16:04 Employees shall be granted unpaid pregnancy and/or parental leave in accordance with the Employment Standards provisions.

16:05 All employees who meet the eligibility requirements for **any** leave **as** per the Employment Standards Act shall be provided such leave.

## **ARTICLE 17 - TEACHING MATERIALS**

17:01           Wherever practical, the University shall provide Assistants with such teaching materials as required for their teaching duties as the Supervisor, in consultation with the AAU Head, shall determine to be necessary.

## **ARTICLE 18 - HEALTH & SAFETY**

18:01           The Employer and the Union agree to abide by the regulations and obligations as noted in the Occupational Health & Safety Act, and to this end the parties hereto agree that the safety of the employees, students, and visitors to the campus of the University of Windsor and the protection of the Employer's physical facilities and equipment is a matter of prime concern. The obligation of each employee to report safety hazards to supervisory personnel of the Employer and, where reasonable, to take positive measures to correct the same is acknowledged. The Employer agrees to provide protective equipment wherever it is required for the safe and effective performance of duties, and to ensure that safety equipment, materials, and protective devices are maintained in good condition. The Assistants shall make use of safety equipment, materials, and protective devices as provided by the Employer. Further, the parties acknowledge and agree that the institution and maintenance of appropriate safety measures is a proper subject for consideration at meetings between the Labour Management Committee and the employer and matters relating thereto may be placed upon the agenda for meetings thereof as and when it is considered appropriate so to do.

18:02           The Employer agrees that the Union shall have the right to appoint a representative, and an alternate, to the University's Health & Safety Committee, as well as the right to appoint a representative to any area Health & Safety Committee where the area involved contains members of the bargaining unit. Where attendance at such meetings conflicts with normally scheduled duties, an alternate shall attend. The involvement and participation of such representative shall be in accordance with the terms of reference of the Health & Safety Committee.

## **ARTICLE 19 - EQUITY STATEMENT**

19:01           The parties agree to participate in the Joint University-wide Employment Equity Co-ordinating Committee (consisting of representatives from CAW Local 2458, CAW Local 2458 - Engineers, CAW, Local 2458 Part-Time, CUPE Local 1393, CUPE Local 1001, CUPE Local 4580, CAW Local 195, Faculty Association, and Non-Union Administration) to address issues concerning employment equity at the University of Windsor. Decisions of such Committee/Subcommittees must be ratified by each individual constituency as applicable (CAW Local 2458, CAW Local 2458 -Engineers, CAW Local 2458 Part-Time, CUPE Local 1393, CUPE Local 1001, CUPE Local 4580, CAW Local 195, Faculty Association, and Non-Union Administration).

## **ARTICLE 20 - TERM OF AGREEMENT**

20:01 This Agreement shall be effective from September 1, **2007**, and shall continue in effect up to and including the 31<sup>st</sup> day of August, **2010**. The Agreement shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing within a period of three (3) months immediately prior to the expiration date, that it desires to amend the Agreement.

## **ARTICLE 21 - COPIES OF AGREEMENT**

21:01 The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, the Union and the Employer shall share the cost of printing a sufficient number of copies of the Agreement for distribution amongst each of the Employees covered hereunder.

## **ARTICLE 22 - TERMINATION OF EMPLOYMENT**

22:01 Graduate Assistant employment shall cease for any of the following reasons:

- a) failing to report for a work assignment after accepting such appointment;
- b) abandoning an appointment;
- c) the end of the appointment period; or
- d) discharge.

22:02 Teaching Assistant Employment shall cease for any of the following reasons:

- a) failing to report for a work assignment after accepting such appointment;
- b) abandoning an appointment;
- c) at the end of the appointment period; or
- d) discharge.

Notwithstanding the above, Teaching Assistants shall have the right to grieve a non-appointment in the next regular teaching term, e.g. (Fall/Winter, Winter/Fall).

## **ARTICLE 23 - INFORMATION**

23:01 **When a contract is signed with a new hire, the Employer will provide the new employee with a copy of the collective agreement.** The Employer shall provide an orientation seminar for all new hires during the month of September each year. The Union will be invited to send a representative to address the participants for fifteen (15) minutes for a Union orientation.

23:02 Within sixty (60) days of the ratification of this Agreement, the Employer shall prepare and provide each employee in the bargaining unit at that time with a copy of the Agreement. In addition, the Employer shall provide the Union, at no cost, with a further fifteen (15) copies of the Agreement for its own use.

23:03 The Employer shall provide the Union with a copy of the University of Windsor phone book as it is produced annually.

23:04 The Employer agrees to permit the Union the use of Campus Mail facilities for

business pertaining to the Union and in order that all members of the bargaining unit be kept well informed of Union meetings, including notification of Union meetings. **All postage for off-campus mail must be supplied by the Union.**

- 23:05 The Employer agrees to provide the Union Executives with one (1) exclusive electronic mail address.
- 23:06 The University shall provide a bulletin board in a suitable location, and such space shall be designated as C.U.P.E. Local 4580 space. The Union shall have the right to the reasonable use of this space for the purposes of conveying information to its members.
- 23:07 The Employee shall permit the Union to book University rooms for business meetings of the Union at no cost, subject to availability and normal scheduling arrangements.
- 23:08 The Employer shall provide the Union with an electronic copy of all employees' names, addresses, phone numbers (if available), e-mail addresses, department and job title, on a **monthly basis**.
- 23:09 The University shall make suitable office space available for the use of Local 4580 at a rate comparable to that paid by other Union Locals. The University reserves the right to change the location of the office space from time to time.

#### **ARTICLE 24 - PAYMENT OF WAGES**

- 24:01 The Employer agrees to pay wages on a bi-weekly basis in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement detailing earnings and deductions. Each pay statement shall include "wage rate includes 4% vacation pay per Schedule "A". The Employer shall not make deductions from wages unless authorized by statute, court order, arbitration order, or by this Agreement.

#### **ARTICLE 25 - HEALTH BENEFITS**

- 25:01 Health Benefits (GA's only)

Effective September 1, 2003 the Employer will pay one-half (½) of the annual premium of the dental and one-half (½) of the annual premium of the drug benefit, as provided by the Graduate Students Society for those enrolled in the GSS benefits program.

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF WINDSOR**

**AND**

**CUPE, LOCAL 4580**

During the **2007** negotiations, the parties discussed at length the employees' concern regarding the potential effect of tuition increases upon graduate assistants who are defined in this collective agreement.

In recognition of this concern, the University will commit to the following arrangement, as set out in the following paragraphs, for the life of the collective agreement only, which shall expire on the 31<sup>st</sup> day of August, **2010**.

The University shall **re-establish the** Graduate Assistant Financial Aid Fund. On September 1, **2007** the University shall contribute \$10,000 to the fund and, in each of September 1, **2008** and September 1, **2009**, the University shall contribute **\$10,000.00** to such fund for graduate assistants who have not received a tuition scholarship from the University in that year. **In addition, the balance of the fund for the period September 1, 2004 to August 31, 2007, in the amount of \$7,663.00, will be rolled into the 2007-2010 fund.**

The Labour/Management Committee shall establish the criteria for determining financial need and procedures for application as well as distribution of these funds.

The parties, therefore, agree that this Memorandum of Agreement will form part of the collective agreement for the life of the collective agreement only. It is understood by the parties that, upon the expiry of the collective agreement, any unspent funds shall be subject to negotiation between the parties.



**SCHEDULE "A"**

**Teaching Assistants**

	Current	Effective Sept 1/07 (2%)	Effective March 1/08 (1%)	Effective Sept 1/08 (3%)	Effective Sept 1/09 (3%)
TA I (Years 1 and 2)	<b>\$14.02</b>	<b>\$14.30</b>	<b>\$14.44</b>	<b>\$14.87</b>	<b>\$15.32</b>
TA II (Years 3 and 4)	<b>\$15.11</b>	<b>\$15.41</b>	<b>\$15.56</b>	<b>\$16.03</b>	<b>\$16.51</b>
TA III	<b>\$19.84</b>	<b>\$20.24</b>	<b>\$20.44</b>	<b>\$21.05</b>	<b>\$21.68</b>

No TA shall be paid at a rate less than that which they were previously paid, provided they are employed in the same program.

**Graduate Assistants**

	Current	Effective Sept 1/07 (2%)	Effective March 1/08 (1%)	Effective Sept 1/08 (3%)	Effective Sept 1/09 (3%)
M I	<b>\$19.84</b>	<b>\$20.24</b>	<b>\$20.44</b>	<b>\$21.05</b>	<b>\$21.68</b>
M II	<b>\$31.17</b>	<b>\$31.79</b>	<b>\$32.11</b>	<b>\$33.07</b>	<b>\$34.06</b>
Ph.D.	<b>\$34.73</b>	<b>\$35.42</b>	<b>\$35.77</b>	<b>\$36.84</b>	<b>\$37.95</b>

## **APPENDIX 'A'- RIGHT TO REFUSE UNSAFE WORK**

**An employee has the right to refuse unsafe work in accordance with the Occupational Health and Safety Act.**

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hands of their proper officers on this 7<sup>th</sup> day of May, 2008.

UNIVERSITY OF WINDSOR

"Dr. Ross Paul"

\_\_\_\_\_  
President

"Dr. James Frank"

\_\_\_\_\_  
Dean, Faculty of Graduate Studies

"Rita LaCivita"

\_\_\_\_\_  
Executive Director, Human Resources

"Lea Janisse"

\_\_\_\_\_  
Employee Relations Manager

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NUMBER 4580

"Syeda Fatima Ghousia"

\_\_\_\_\_  
President

"Zulfiqar Ali Qureshi"

\_\_\_\_\_  
Representative

