

COLLECTIVE AGREEMENT

BETWEEN



THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 3913 - UNIT #1

– AND –

UNIVERSITY
of GUELPH

UNIVERSITY OF GUELPH

Expiry Date
August 31, 2005



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COLLECTIVE AGREEMENT ENTERED INTO
in the City of Guelph in the Province of Ontario
as of the 5th day of March 2003.

BETWEEN:

THE UNIVERSITY OF GUELPH
(hereinafter called the “University”)

-and-

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

Expires the 31st day of August, 2005

Article I Scope and Purpose

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

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

1.03 Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex including transgendered and transsexual persons shall be deemed to be included.

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

- (a) “Employee” means an employee of the University included in the bargaining unit as defined in Article II of this Agreement;
- (b) “Human Resources File” means the human resource file held by the Human Resources Division.
- (c) “Supervisor” means the person directly responsible for the assignment and direction of work;
- (d) “Student” means a person who is registered as a student at the University of Guelph;
- (e) Unless otherwise specified, a “day” is a working day in the University’s Human Resources Division;
- (f) “Department” means Academic Department, School, or Interdepartmental Programme;
- (g) “GSA-1” means graduate service assistants employed in work directly related to the academic enterprise;
- (h) “Spouse” is a person who is married to an employee, or who cohabits with the employee in a continuing conjugal opposite or same sex relationship;
- (i) “Guest Lecturer” is a person engaged by reason of professional status or unique qualifications to give

occasional lectures or seminars, making up a part of a course. For purposes of further clarifying this definition “occasional”, shall normally not be more than three (3) lectures or seminars per course per semester. It is understood that the use of a guest lecturer(s) shall not result in any loss of pay for an employee hired to teach that particular course;

- (j) “Academic Semester” means as defined in the Graduate Calendar and in the case of the Doctor of Veterinary Medicine (DVM) programme as defined in the Undergraduate Calendar;
- (k) Notwithstanding Article XII “probationary employee” means an employee who has:
 - (i) been employed in a bargaining unit position for less than one (1) semester; or
 - (ii) been employed previously as a GSA-1 and who has been subsequently appointed to a Graduate Teaching Assistant position, that employee will then serve a further one (1) semester of probation; or
 - (iii) been appointed to a Graduate Teaching Assistant position after having been employed in an Undergraduate Teaching Assistant position with substantially different duties or in a substantially different academic discipline, that employee will then serve a further one (1) semester of probation.
- (l) “Grader” is defined as an employee assigned to perform teaching related functions. The functions may include meeting with students, responding to student emails, monitoring and/or moderating

on-line discussions, deploying professional skills, using knowledge of the subject matter and exercising judgement in evaluating.

- (m) “Job Security Period” is defined as the number of semesters that an employee is guaranteed a paid position within the study period and as specified in the initial offer of employment from the University.

Article II Union Recognition

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

- (a) persons holding full-time and part-time academic appointments at any rank including contractually-limited term appointments of twelve (12) months or more;
- (b) persons employed under contract as Sessional Lecturers;
- (c) persons employed in the Office of Open Learning, or persons employed in courses intended primarily for students who are not registered in a degree-credit programme;

- (d) persons providing non-credit instruction in the Department of Athletics;
- (e) persons paid exclusively through grant funding from sources other than the University;
- (f) persons engaged by reason of professional status or unique qualifications to give occasional or guest lectures or seminars, making up part of a course offered in a degree-credit programme;
- (g) persons who exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations;
- (h) persons covered by collective agreements or subsisting bargaining relationships between the University and other trade unions as of the date of the Ontario Labour Board’s issuance of this Union’s certificate.

2.02

- (a) Additionally and for purpose of clarity, this Agreement specifically excludes: non-students, students not employed as teaching assistants or GSA-1’s, faculty, contractually-limited term appointed faculty, part-time faculty, sessional lecturers, post doctoral fellows, research fellows, research associates, programme coordinators, and persons employed primarily in research. Where there is a conflict between this article and the description in the Certificate, the Certificate shall prevail.
- (b) Subject to Clause 1.01, the University acknowledges the role and obligation of the Union to represent and act on behalf of members of the Bargaining Unit in matters pertaining to the provisions of the Collective Agreement.

Article III Management Functions

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

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

- (a) hire, appoint, re-appoint, not appoint, classify, direct, assign, promote, demote, retire, transfer, layoff or recall, discharge, reprimand, suspend or otherwise discipline employees. A claim of discriminatory exercise of these management functions, including promotion, demotion, layoff or a claim of discipline without just cause, shall be treated as a grievance, as provided for under Articles VIII and IX of this Agreement;
- (b) generally manage the University and without restricting the generality of the foregoing: determine the number of employees required from time to time, determine the requirements of a job, the standards of the work to be performed, the methods, procedures, and equipment, schedules of work and all other matters concerning the operation of the University;
- (c) maintain order, discipline and efficiency;
- (d) expand, reduce, alter, combine, transfer or cease any course, job, programme, department/school, operation or service, provided that any expansion, alteration, combining, transfer or ceasing of any course, job, programme, department or school is not inconsistent with the terms of this Agreement.

- (e) develop, implement, modify and amend policies, rules, procedures and practices provided that such policies, rules, procedures and practices are not inconsistent with the terms of this Agreement.

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

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

Article IV Union Representation

4.01

- (a) The University recognizes the right of the Union to appoint a number of stewards, in each college, up to or equivalent to the number of departments/schools in that College. It is agreed that any Steward must currently be an employee or have been an employee, in that College, in the twelve (12) months prior to her/his appointment as Steward. A Steward shall continue to be recognized until further written notice from the Union indicating otherwise.
- (b) The University recognizes the right of the Union to appoint two (2) Assistant Chief Stewards to represent each College. It is agreed that any Assistant Chief Steward must currently be an employee or have been an employee, in that College, in the twelve (12) months prior to her/his appointment as Assistant Chief Steward. An Assistant Chief Steward shall continue to be recognized until further written notice from the Union indicating otherwise.

- (c) The University recognizes the right of the Union to appoint one (1) Chief Steward to represent employees. It is agreed that the Chief Steward must currently be an employee or have been an employee in the twelve (12) months prior to her/his appointment as Chief Steward. The Chief Steward shall continue to be recognized until further written notice from the Union indicating otherwise. The University recognizes the right of the Local Chairperson and/or Union designate to act in the absence or unavailability of the Chief Steward.

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

4.03

- (a) There shall be a Labour/Management Committee comprised of three (3) representatives of the Union and three (3) representatives of the University.
- (b) Meetings of the Committee shall be held within two (2) weeks of receipt of written notification by either Party. Such notification shall outline the purpose and/or items requiring discussion at the meeting. The Committee shall have authority to make recommendations to the Parties, but shall not amend, modify or alter the terms of this Agreement.

4.04

- (a) The University shall notify the Labour/Management Committee of any significant decreases in the

number of bargaining unit appointments and/or significant changes in the distribution of the bargaining unit appointments across departments at least thirty (30) days prior to finalization of any decision. Upon receipt of such notice, the Labour/Management Committee shall convene a meeting, during the thirty (30) day period, with appropriate representatives of University Administration to provide the Union the opportunity to make a presentation on the issue.

- (b) Each Party agrees to meet to discuss any matters pertaining to the Union or to this Agreement only with those persons properly authorized to represent the other Party.
- (c) The Union shall provide a list of all representatives in accordance with the provisions of this Agreement and shall continue to update the University with any changes to that list.
- (d) The University shall provide the Union with a list of those persons and/or positions properly designated to discuss matters concerning the Union or this Agreement and shall continue to update the Union with any changes to that list.

4.05 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.

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

Article V No Discrimination

5.01

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

5.02 The University agrees that it shall maintain and promote a work environment in which employees remain

free from harassment, intimidation and any threats, explicit or implied that are designed, or might reasonably be understood, to dissuade an employee from exercising her/his rights as provided for in this Agreement.

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

5.04

- (a) The University and the Union agree that any allegation of human rights based harassment under this Article shall be handled through the grievance procedure in a confidential manner.
- (b) In the event of a grievance resulting from any alleged violation of Article V the grievor may, where the person against whom the allegation is being made is her/his supervisor, Chair/Director, or Dean refer the grievance to the next highest step of the grievance procedure.

5.05 Where an employee has lodged a grievance alleging that s/he has been a victim of human rights based harassment s/he shall have the right to Union representation and the Union representative may speak on her/his behalf at any stage of the grievance process. The employee may request of the Dean (or designate) of her/his college that her/his employment duties be modified, as the 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 and when granted the grievor shall not experience a loss of pay or seniority.

5.06 The University agrees to consult the Union with

respect to any planned changes to the Human Rights Policy and Procedures document (as approved April 11th, 2002).

Article VI Union Membership, Security, Facilities and Information

6.01

- (a) The University shall during the term of this Agreement, deduct from the wages (if any for bargaining unit work) of all employees, an amount equal to the monthly membership dues and assessments as certified to the University by the Chairperson of the Union.
- (b) The University shall remit the amount deducted to the Financial Officer of the Union Local immediately following the pay period in which deductions were made and at the same time forward a list of names, departments and job titles of the employees from whom the deductions were made.
- (c) Upon request, Employee Relations, shall provide the Union with up to three (3) sets of mailing labels each semester. Additional sets of labels beyond three (3) shall be provided at one-half the cost of providing the labels. The labels shall include the names and departmental addresses of employees.
- (d) Upon request each January, Graduate Program Services will provide any available and additional pertinent information necessary to assist the Union in completing the required Federal and Provincial statistics surveys.

6.02 The Union shall indemnify and save the University harmless from any and all claims, lawsuits, judgements,

attachments, and from any form of liability arising from or as a result of the deduction or non-deduction of such dues. In circumstances where it is determined that an individual should have been in the bargaining unit and therefore paying dues and where such individual is no longer an employee as defined in Article 1.04(a), the University shall reimburse the Union for the full amount of such arrears to a maximum of four (4) semesters of dues and the individual's seniority shall be adjusted accordingly.

6.03

- (a) The University shall endeavour to have copies of this Agreement printed within forty-five (45) days of ratification by both Parties. The Union will reimburse the University for one-half (1/2) of the costs.
- (b) The University shall forward to employees who are earning wages at the time of printing, a copy of the new Agreement. The Departments shall provide new employees with a copy of the current Agreement within fourteen (14) days following the commencement of their employment.
- (c) Prior to printing of the new Agreement, the Union shall inform the University of the number of copies of the new Agreement that the Union requires. The copies and one (1) computer disk containing the text of the new Agreement shall be forwarded to the Union.

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

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

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

6.07 The University shall provide to the Union, once each academic year (September), the equivalent of one (1) full graduate teaching assistantship to be distributed by the Union among local union officers.

6.08 The University shall provide at least ten (10) minutes during the plenary sessions and up to a maximum of one (1) hour later in the day to make an orientation presentation at the official annual Graduate Student orientation day. Prior to the orientation day, the Union shall provide an outline of the discussion topics to the Dean, Graduate Studies or designate for information purposes. The Union shall endeavour to provide these topics two (2) weeks prior to the orientation day.

Article VII No Strike/Lockout

7.01

(a) 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.

(b) In the event of a strike, work slowdown, or any such related action arising from the activities of other units, locals, unions, employee groups or persons, the Parties will meet to establish a picket line safety protocol. The purpose of the protocol will be to allow the University, under the circumstances, to carry out its business and to address the individual safety of bargaining unit members with respect to any established picketing activity. It is understood that such a protocol is not intended to determine CUPE strike policy.

7.02 The University undertakes that there shall be no lockout as defined in the Ontario Labour Relations Act during the term of this Agreement. In the event that any other certified bargaining unit of the University of Guelph is engaged in a lawful strike, employees covered by this agreement shall not be required to perform work normally performed by those striking employees.

7.03 The University shall have the right to discipline, suspend or discharge any employee who participates in any improper strike, work slowdown, work stoppage, or interference with work. Subject to the provisions of established picket line safety protocol (per 7.01), no employee shall be disciplined, suspended or discharged for being unable to cross a picket line for safety reasons.

Article VIII Complaint/Grievance Procedure

8.01

(a) The University agrees that at any stage of the complaint/grievance procedure, the complainant/grievor has the right to be accompanied by a steward and/or Union designate of the employee's choice. Further, the University agrees

that the Local Staff Representative may attend any grievance meeting. The National Representative may attend a Step 2 and/or Step 3 grievance meeting.

- (b) 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 indicated in the remainder of Article VIII.

8.02 Informal Complaint

- (a) 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 s/he has first given her/his supervisor an opportunity to adjust/deal with her/his complaint. If an employee has a complaint, s/he shall first discuss the matter with her/his supervisor, with or without a steward or Union designate of the employee's choice within fifteen (15) days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint.
- (b) The supervisor shall be allowed ten (10) days to seek information and advice and to communicate her/his decision, in writing, to the complainant. Failing settlement, the complainant has the right to file a written grievance in the following manner and sequence.

8.03 Formal Grievance

- (a) An individual, group or policy grievance shall include the following:
 - (i) the date of presentation;
 - (ii) the nature of the grievance;
 - (iii) where applicable the names of the grievor(s);
 - (iv) the remedy sought;
 - (v) the article, section or sections of this Agreement allegedly violated or the alleged occurrence said to have caused such grievance;
 - (vi) the signature of the grievor(s), where applicable, and the Union designate(s).
- (b) It is agreed that an individual and a group grievance will not both be filed in reference to the same alleged violation of this Agreement within the same Department. Further, it is agreed that a policy grievance shall not be initiated where a group of employees could initiate a group grievance. Additionally, it is agreed that a policy grievance shall not be initiated where an individual employee could initiate an individual grievance.
- (c) Where the supervisor is a Chair/Director or College Dean, the employee shall advance the grievance to the second (2nd) or third (3rd) Step of the grievance procedure, as the case may be.

8.04 Grievance Procedure

Step 1

Failing settlement at the informal complaint stage and within ten (10) days following receipt of notification of the decision, the grievor has the right to present a written grievance to the Chair/Director (or designate) of

her/his Department. The Chair/ Director (or designate) and the employee's supervisor may meet with the grievor, Chief Steward or Assistant Chief Steward or Steward and/or Union designate within ten (10) days to discuss the grievance. The Chair/Director (or designate) shall deliver her/his decision in writing to the grievor and the Union within ten (10) days of that meeting. If no meeting takes place, the decision shall be delivered, in writing, to the grievor and the Union within ten (10) days of the presentation of the grievance to the Chair/Director (or designate).

A copy of the written grievance, when received, shall be forwarded by the Department to Employee Relations, Human Resources Division.

Step 2

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

Step 3

Failing settlement of the grievance at Step 2 and within ten (10) days following receipt of notification of the decision under Step 2, the grievor has the right to present the written grievance to the Manager, Employee Relations (or designate). The Manager, Employee Relations (or

designate) shall convene a meeting within ten (10) days with the grievor, Chief Steward and/or Assistant Chief Steward and/or Steward and/or Union designate. With reasonable notice to the other Party prior to the meeting, either Party may have others attend who have information relevant to the specific grievance. The Manager, Employee Relations (or designate) shall reply in writing within fifteen (15) calendar days of that meeting.

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

8.05

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

- (b) A group grievance will be initially presented to the Chair/Director (or designate) of the Department concerned (i.e. Step 1 of the Complaint/Grievance Procedure) if the employees are from the same department, or to the Dean (or designate) of the College (i.e. Step 2 of the Grievance Procedure) if the employees are from different departments within the same college, or to the Manager, Employee Relations (or designate) (i.e. Step 3 of the Grievance Procedure) if the employees are from different colleges and be processed then and subsequently as set out in Article 8.04.
- (c) A copy of the above written group grievance shall be forwarded by the Union (in the case of a Step 3 grievance), or by the Department(s) or College(s) concerned to Employee Relations, Human Resources Division.

8.07 Policy Grievance

- (a) A policy grievance is distinguished from an individual employee's grievance or group grievance and is defined as a difference arising between the University and the Union as to the interpretation, application or alleged violation of a specified provision or provisions of this Agreement.
- (b) Such policy grievances shall be submitted in writing, signed by the Chair of the Union (or designate), or the Manager, Employee Relations (or designate), as the case may be, and submitted to the Manager, Employee Relations (or designate) or Chair of the Union (or designate), as the case may be, within thirty (30) days after the occurrence of the matter that is the subject of the grievance.
- (c) The responding Party shall provide a written

response within twenty (20) days after receipt of the grievance.

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

8.08

- (a) In the case of an employee who has been suspended or discharged, the employee has the right to submit a grievance in writing, signed by the employee and the Union, to the Manager of Employee Relations (or designate), at Step 3. It will subsequently be processed within five (5) days following the employee's suspension or discharge, as per Article VIII.
- (b) In the case where a former employee is disciplined for reasons directly related to her/his employment responsibilities following the completion of her/his most recent work assignment, the former employee has the right to submit a grievance in writing, signed by the former employee and the Union, to the Manager of Employee Relations (or designate) at Step 3. It will subsequently be processed within five (5) days following the employee's disciplinary action, and/or the Union has been made officially aware of the disciplinary action taken, as per Article VIII.

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, subject to, but not limited by, Clause 4.05, Article V, and Article XXI, provided no agreements are reached that are inconsistent

with the provisions of this Agreement. Nothing herein shall be deemed to preclude a supervisor, Chair, Director, Dean or senior University Executive from meeting with the Union, subject to consultation with Employee Relations, and provided no agreements are reached that are inconsistent with the provisions of this Agreement.

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

- (a) If the University or the Union request that a matter be submitted to arbitration, it shall make such request in writing addressed to the other Party and at the same time state their nominee.
- (b) Within ten (10) days thereafter, the other Party shall nominate a nominee, provided however, that if such Party fails to nominate a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the Party invoking the arbitration procedure. The two (2) nominees so nominated shall attempt to select by agreement a Chair of the Board of Arbitration. If they are unable to agree upon such a Chair within a period of ten (10) days, either may then request the Minister of Labour for the Province of Ontario to appoint an impartial Chair.
- (c) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. In the case of changes to the

Labour Relations Act, the Parties agree to meet in order to discuss the effect of such changes on this Collective Agreement.

- (d) Notwithstanding all of the provisions of Article VIII, the 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.

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

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 this 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:

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

Article IX Discipline, Suspension and Discharge

9.01

- (a) The University shall not discipline, suspend or discharge an employee without just cause.
- (b) The University and the Union agree that there shall be a lesser standard of just cause for probationary employees, and the standard shall include, but not be limited to, job capabilities (which includes familiarity with course materials), skill and work efficiency/productivity.
- (c) It is acknowledged that in the event that a disciplinary action is challenged through the grievance procedure, the onus rests with the University to demonstrate just cause.

9.02 The University recognizes the principle of progressive discipline and shall utilize such an approach when addressing issues requiring a disciplinary response. It is acknowledged that disciplinary action with respect to employment matters may be subject to challenge through the grievance procedure.

9.03 The University shall, in the process of progressive discipline, use verbal and/or written warnings. In such

cases, the employee shall be clearly informed that it is a verbal or written warning.

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

9.05

- (a) It is understood that normally no disciplinary action will be taken prior to the University investigating the circumstances leading to the decision to take such disciplinary action. When such investigation requires meeting with the employee, the employee shall be entitled to be accompanied to such meeting by a Union Steward and/or Union designate. The employee shall be reminded, with reasonable notice, by the University, of this entitlement prior to the meeting.
- (b) When an employee is to be disciplined (i.e. verbal warning, written warning, suspension or discharge), such discipline shall be imposed at a meeting specifically convened for this purpose. The employee shall be entitled to be accompanied to such meeting by a Union Steward and/or Union designate, 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 three (3) days of such meeting.

9.06 It is agreed that disciplinary/warning letters within an employee's Human Resource file shall be removed

after an eighteen (18) month period of employment provided that no further discipline has been recorded within that eighteen (18) month period of employment.

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

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

Article X Hours of Work

10.01

(a) Subject to the provisions of this Article, a full Graduate Teaching Assistantship or GSA-1 or Undergraduate Teaching Assistantship are positions that normally require an average of ten (10) hours per week for a total of one hundred and forty (140) hours per academic semester. The total hours of work of a Graduate Teaching Assistant (GTA) or GSA-1, or Undergraduate Teaching Assistant may be distributed over shorter or longer time periods. For a work assignment which is more than or equal to 0.5 of a full work assignment, the scheduled number of hours worked (per 10.01 (a)) in a week shall normally not exceed twenty-eight (28), unless there is mutual agreement (ie. the department and the employee) between the Parties

to exceed twenty-eight (28) hours in any one week. Authorized hours worked in excess of twenty-eight (28) in any one (1) week shall be compensated at the applicable rate specified in Schedule "B".

- (b) Proportionate Graduate Teaching Assistant, GSA-1, or Undergraduate Teaching Assistant arrangements may occur and will be paid for on a pro-rata basis.
- (c) For a proportionate work assignment which is less than 0.5 of a full work assignment, the scheduled number of hours worked (per 10.01 (a)) in a week shall normally not exceed twenty (20). Authorized hours worked in excess of twenty (20) in any one (1) week shall be compensated at the applicable rate specified in Schedule "B".
- (d) It is acknowledged that there must be mutual agreement between the Parties (i.e. the department and the employee) to exceed the weekly hours outlined in (a) and (c) above. An employee shall not be required to work beyond the weekly hours, (as applicable and outlined in (a) and (c) above).

10.02

(a) The University and the Union agree that it is the joint responsibility of the supervisor and the employee to ensure that the total hours of work as defined in the employee's contract of employment are not exceeded. To meet this responsibility a meeting between the employee and her/his supervisor shall be held within five (5) days of the commencement of her/his employment. This meeting shall be included in the assigned hours of work. During this meeting, the supervisor shall describe the responsibilities to be completed, giving details and the scheduling of assignments and estimated

hours of work, if possible, with the employee having opportunity to discuss this assignment with the supervisor. The results of this discussion shall be outlined in an Assignment of Work Agreement (Appendix "G") and shall be signed and dated by both the employee and supervisor. The supervisor and employee will each retain a copy of this signed and dated Assignment of Work Agreement.

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

10.03 It is recognized that assigned work and/or priorities may change during the term of employment and adjustments to the assigned work may be required. In addition, an employee, subsequent to the above initial meeting, may have reason to believe that s/he has been given unreasonable expectations as outlined in Clause 10.02. The employee, and/or the supervisor, have the right to request a meeting to resolve the issue. Such meeting shall occur within two (2) days of receipt of such request. Additional meetings between the employee and her/his supervisor shall be held as required. The employee may be accompanied by a representative of the Union if s/he wishes. Any agreement reached at such meetings shall be subject to this Collective Agreement and

shall be added to the Assignment of Work Agreement and signed by the supervisor and the employee.

10.04

- (a) With the approval of the employee's supervisor, an employee may arrange to exchange her/his duties, or for her/his substitution, with or by a qualified and capable employee. Such approval by the employee's supervisor shall not be unreasonably denied.
- (b) Where unexpected but authorized excess work is carried out (i.e. greater than the teaching/service assistantship appointment for that academic semester), in excess of the full teaching/service assistantship appointment or pro-rata appointment, as the case may be, the work shall be paid at the applicable Schedule 'B' rate.

10.05 The University agrees that all time spent holding official office hours, at times and duration assigned by the supervisor in consultation with the employee, shall be considered as work time. Employees shall be expected to keep a log of all employment/appointment related hours, including all students seen/counselled during these official office hours and the nature/reason for these visits by students, and all email correspondence, related to the employee's assigned responsibilities, during these official office hours.

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

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

or personal (i.e. not a University of Guelph email address) to students.

Article XI Postings and Appointments

11.01 Posting Procedure

- (a) Except as otherwise provided, all positions shall be posted as they arise and shall be posted using the standard posting format (see Appendix “C”).
- (b) All postings shall include the following:
- the Bargaining Unit to which the posting applies
 - the type of position (i.e. GTA, GSA-1, UTA)
 - if possible, the number of position(s) available
 - the course name and number
 - the start and termination dates for the appointment
 - the level of appointment (i.e. full, or portion of)
 - assigned responsibilities
 - required and preferred qualifications (academic and/or professional)
 - salary
 - application deadline
 - name and location of person to whom the application should be submitted
 - appropriate Employment Equity wording, “The University of Guelph is committed to an employment equity programme that includes special measures to achieve diversity among its faculty and staff. We therefore particularly encourage applications from members of historically disadvantaged groups”.
- (c) Where different types of positions in one (1) course are posted together, the qualifications for those positions shall be listed separately. In situations where the University anticipates that the position may be available for two (2) or three (3)

semesters, the posting shall clearly indicate this possibility. The decision to appoint an employee for more than one (1) semester at a time shall be at the sole discretion of the University.

- (d) Positions shall be posted by the Department either on one of its bulletin boards, or electronically on the Department’s web site, within the time frames provided for in this Article. At the time of posting, an electronic copy of each posting shall be forwarded, via email, to the Union and also to the Human Resources Division.
- (e) The University shall respond to enquiries from the Union with regard to technical posting criteria as specified in this Article. The Union shall notify Employee Relations in writing of Postings which in the Union’s view do not comply with the technical requirements of this Article. The University shall consult with the appropriate Union representative(s) within two (2) working days of receipt of such notice, and where the Parties agree the posting did not meet the technical posting criteria as specified in this Article, Employee Relations will provide, within ten (10) working days, a written response to the Union with regard to any remedial actions it has taken.
- (f) Upon request by the Union, the University shall expedite the processing of any grievances respecting postings, in accordance with Article VIII (Clause 8.07, but using Clause 8.08 for time lines).

11.02 Job Security Period

Notwithstanding Clause 3.02 and subject to Clause 1.04 (k) and Article XII, the University agrees to fulfil the terms and conditions of its initial offer of employment

during the employee's defined prescribed programme period. The number of GTAs (if any) promised to the employee in the University's offer of admission defines that employee's Job Security Period. Acceptance of the University's offer of admission will be construed as an acceptance of the indicated terms and conditions. The Union will be copied on all offers of employment for those positions covered by this Agreement.

11.03 Offer of Employment

(a) Acceptance of an offer of admission and employment shall be construed as an acceptance of the terms, conditions, and duration of the Department's offer of employment. The University shall notify the Union of the terms of employment including the job security period for individuals who accept appointments with the University.

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

(c) First Work Assignment of Graduate Teaching Assistants
The Union agrees that the University makes the first work assignment, which shall not be exercised in an arbitrary or discriminatory manner.

11.04 Postings

(a) All bargaining unit positions, excepting those initial assignments allocated as per Clauses 11.02 and 11.03 (c), shall be posted within the department

(in accordance with the provisions of Clause 11.01), as they arise and for a minimum of ten (10) days or until five (5) days prior to the commencement of the work assignment.

(b) The University shall not be required to post any resulting work assignment:

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

(c) The University shall offer the work assignment to employee applicants with applications on file as per the regular assignment procedure. In instances where there are no applicants, no suitable applicants, or when time and/or operational needs require that the regular assignment procedure be suspended, the University will first access any general applications which are currently on file in the department. If there are no suitable applicants or applicants available from amongst the general applications currently on file, the University may then assign the work to a person deemed suitable. When possible, the University shall inform the Union of such instances.

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

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

11.05 Application Forms

- (a) All applicants for positions must apply directly and in writing, providing an updated application (Specific or General, see Appendix “D”) and curriculum vitae to each of the Departments in which s/he seeks employment. It is the responsibility of the employee to demonstrate evidence of qualifications at the time of application. Specific and General applications, submitted to Departments shall remain on file in the Department for the remainder of the academic year in which they are submitted, unless requested otherwise by the employee. The employee may provide an updated general application if s/he so desires.
- (b) Applicants who wish to be considered for a posted position, or positions, who have already submitted a general application to that Department shall provide to the respective Department the completed “Notice of Application” form (attached as Appendix “E”) indicating their wish to be considered, within the specified time limits for a particular position or particular positions. Applicants who wish to be considered for a posted position, or positions, who have not already submitted a general application may submit a specific application to the posted position(s). Departments shall consider all indicated applications when filling each identified work assignment.

11.06 Selection Process

- (a) Departments will devise a process, consistent with the provisions of the Collective Agreement, for the selection of candidates to available work assignments in their department. A copy of the written process will be made available to the Union, upon written request.
- (b) Levels of Consideration for Work Assignments
Levels of consideration for positions will be as follows:
- candidates who are still within their Job Security Period (as outlined in Article 11.02) will be considered first and then,
 - candidates who have completed their Job Security Period and who are still within their prescribed programme will be considered next. Prescribed programme can be defined as the number of semesters that the University has deemed standard for the programme of study. Then,
 - candidates who have exceeded the prescribed programme period for their programme of study will be considered.
- (c) Selection Criteria for Work Assignments
In all cases of job competition, the University’s selection criteria shall include but not be limited to: qualifications (academic and professional), teaching competence, capability, skill and ability, and prior relevant experience. In cases where applicants are considered to be relatively equal in the opinion of the University, the senior applicant shall be awarded the work assignment.

11.07 Appointment Letters

Appointments (whether the first work assignment, GTA, GSA-1 or UTA) shall be made in writing by letter that includes all of the information (where applicable) as provided in the standard "Offer of Appointment" (a copy of which is contained in Appendix "F"). At least five (5) days prior to the first day of employment, the University shall send the appointee two (2) copies of the "Offer of Appointment". If the appointee accepts the offer, both copies shall be signed and one (1) copy shall be returned to the Department at least one (1) day prior to the start of her/his appointment, and the other shall be retained by the appointee. A copy of each letter shall be forwarded to the Union (by the Department) within five (5) days of receipt of the employee's signed copy by the Department.

11.08 Voluntary Reduction in Workload

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

11.09 Academic Leave of Absence

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

11.10 Research Leave of Absence

An employee who has approval for unanticipated off-campus research obligations that will prevent her/him from fulfilling their work assignment, shall not forfeit a semester of work that has been offered to her/him in

their initial offer of employment, unless the employee requests in writing to forfeit the semester of work.

Article XII Probation

12.01

- (a) Subject to Clause 1.04, employees shall be considered probationary for one (1) semester of employment. In the case of new appointments under Clause 1.04 (k) (i), the probationary period may be extended for a period not to exceed one (1) additional semester of employment.
- (b) In circumstances where the University intends to extend an employee's probation period as provided for above and upon written notification to the employee and a copy to the Union, the supervisor shall meet with the employee to discuss the reasons for the extension. In such cases, all records of the extension of probation shall be destroyed once the employee is deemed to have satisfactorily completed her/his probation.
- (c) In circumstances where Clause 1.04 (k) applies, the University shall provide written reasons to the employee with a copy to the Union.

Article XIII Employee Evaluations

13.01

- (a) The performance evaluation of any member of the bargaining unit shall be treated as confidential information between the employee and the University, unless the employee chooses to share it with the Union. The results of such an evaluation shall not be used for the purpose of denying continuation in the academic programme in which s/he

is currently registered. Employees shall be provided with a copy of the evaluation within ten (10) days of such evaluation.

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

13.02

- (a) No employee shall be asked to evaluate her/his performance nor shall any such evaluation be included in an employee's employment or academic record.
- (b) Once per semester an employee may request that her/his work performance be evaluated in accordance with this Article.

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

13.04 Employees shall be given at least five (5) days notice that a performance evaluation is to be conducted.

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

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

Article XIV Wages

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

14.02 Wages are paid bi-weekly on Thursdays.

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

Article XV Office Space and Facilities

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

15.02 The University agrees to provide all employees with adequate access to, and use of, available libraries, laboratories, duplicating services, office supplies, computing facilities, audio visual equipment, and any other University facilities required in the performance of their contractual responsibilities, subject to the approval of the employee's supervisor. Such approval shall not be unreasonably withheld.

Article XVI Health and Safety

16.01 The University and the Union acknowledge that the University and its employees have duties and responsibilities with regard to health and safety in accordance with the provisions of the provincial health and safety

legislation. Should current legislation be amended, it is agreed that the Parties shall meet to discuss such changes and the impact upon the work of the employees.

16.02

- (a) The University shall make all necessary provisions for the occupational health and safety of employees.
- (b) The University shall provide the initial safety training in the use of special equipment whenever it is required that the employee use such equipment as part of her/his work assignment. The time spent for training shall be included as part of the work assignment.
- (c) The University shall provide (at no cost to the employee) and employees shall wear, appropriate protective clothing and/or other devices, which the University deems necessary to protect employees from workplace injury or hazard.
- (d) The University and the Union agree to participate in Local Health and Safety Committees.
- (e) Further, all time spent at the Central Joint Health & Safety Committee's official meetings by an employee as a representative of the Union, shall be considered paid time and counted as either part of her/his semester hours of work or s/he shall be paid at the appropriate wage rate, whichever is applicable. It is understood that only one (1) employee in the bargaining unit may make this claim per semester and that the maximum number of hours that an employee may claim will be in accordance with the provisions of the Occupational Health and Safety Act.

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

Article XVII Leaves of Absence

17.01 Sick Leave

- (a) A full term appointment (i.e. 140 hours per semester) employee who is sick and unable to fulfill her/his hours of work, shall be granted sick leave with pay, to a maximum of seven (7) hours (for which hours of work, pursuant to Clause 10.01, are scheduled), per academic semester.
- (b) For employees on a less than full-term appointment, their sick leave with pay shall be prorated in accordance with the percentage workload (e.g. 0.5 appointment shall be granted 3½ hours sick leave with pay) .
- (c) An employee claiming sick leave may be required to provide a medical certificate.
- (d) Unused sick leave will not be accumulated from one (1) academic semester to the next.
- (e) An employee shall give notice to her/his immediate supervisor, or designate, of any illness that will prevent her/him from performing her/his duties.
- (f) In circumstances in which the employee is sick and unable to fulfill her/his hours of work in excess of the paid sick leave provided for in 17.01 (a) or (b), the employee shall have the option to reschedule

those hours, in consultation with their supervisor, in order to avoid a loss of pay.

17.02 Parental/Pregnancy Leave

(a) Purpose of Parental/Pregnancy Leave

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

(b) Eligibility for Parental/Pregnancy Leave

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

- (i) the employee must have worked for the University for at least thirteen (13) weeks in the three (3) academic semesters immediately preceding the anticipated date of delivery or adoption; and
- (ii) the employee must provide appropriate documentation of the birth or adoption of the child; and
- (iii) the employee shall provide at least two (2) weeks written notice to her/his supervisor of the intent to commence parental/pregnancy leave; and
- (iv) only one (1) parent, who is an employee, is entitled to take paid parental/pregnancy leave (as outlined below) per birth or adoption (i.e. either parent who is an employee may be entitled, but not both).

(c) Unpaid Parental/Pregnancy Leave

- (i) Birth Mothers: An eligible birth mother is 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 thirty-five (35) weeks of unpaid parental leave. This leave normally will commence immediately following pregnancy leave.
- (ii) Other eligible parents who have worked for the University for thirteen (13) weeks in the three (3) academic semesters immediately preceding the anticipated date of delivery or adoption, are entitled to thirty-seven (37) weeks of unpaid parental leave. This leave must commence within fifty-two (52) weeks of the birth or adoption.

(d) Paid Parental/Pregnancy Leave

- (i) An employee who is currently on an active work assignment and who meets the eligibility criteria in 17.02 (b) shall be eligible to receive, on a weekly basis, 50% of their regular wages for the remaining term of their current work assignment(s). Unpaid parental/pregnancy leave (if taken) will commence immediately following the end of this paid leave period.

17.03 Bereavement Leave

- (a) Upon request, in the event of a death in the immediate family, an employee shall be granted, at the time of the death, a leave of absence with pay up

to a period of up to five (5) days on which work, pursuant to Clause 10.01, has been scheduled. Immediate family is defined as: parent, step-parent, spouse, common-law spouse (including same-sex partner), child, ward, stepchild, brother, sister.

- (b) Upon request, in the event of a death in the family, an employee shall be granted, at the time of the death, a leave of absence with pay for a period of up to three (3) days on which work, pursuant to Clause 10.01, has been scheduled. Family is defined as father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent.
- (c) Upon request, in the event of the death of a close companion, an employee shall be granted, at the time of death, a leave of absence with pay for one (1) day for which work, pursuant to Clause 10.01, has been scheduled. (N.B. It is understood and agreed that companion means a person.)
- (d) 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

- (a) It is agreed that the provision of Family Responsibility Time, separate from sick leave, is intended to assist an employee in balancing her/his family and work responsibilities. Sick leave shall be used only to provide an employee with income during her/his own illness.
- (b) Upon request, (in advance if possible) an employee shall be granted three (3) hours of paid Family Responsibility Time per academic semester to

attend to family responsibilities. For the purposes of this provision, family is defined as spouse (or equivalent), child, or parent. It is understood that “hours” refers to hours for which work, pursuant to Clause 10.01, has been scheduled. Unused Family Responsibility Time shall not accumulate from one (1) academic semester to the next.

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

17.05 Academic Conference Leave

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

17.06 Union Leave

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

17.07 Jury Duty

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

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

Article XVIII Vacations and Holidays

18.01 The sum of 4% vacation pay shall be included in the wages, on a biweekly basis, as set out in Schedule “A”.

18.02

- (a) Except during Intersessions I and II of the Summer semester, no employee shall be required to work on any day designated as a holiday by the University’s calendar.
- (b) Where an employee is required to work on any day designated as a holiday by the University calendar, the employee shall be remunerated at the rate of pay as specified in Schedule “B” over and above her/his regular pay.

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

Article XIX Benefits

19.01 The University shall provide a \$305 reimbursement (receipt required) of the premium costs under the Blue Cross UHIP plan for international students who are employees in the bargaining unit who have opted to participate in the plan. Such reimbursement dollars shall be pooled with a maximum claimable amount by the bargaining unit in any given academic year to be \$25,000 and such employee requests shall be processed on a

first-come first-served basis. Application for such reimbursement shall be made through the Human Resources Division.

19.02 Supervisors shall consider requests from employees for scheduling and rescheduling of assigned duties and student contact hours in order to accommodate child care arrangements. Approval of such requests shall not be unreasonably denied.

19.03

- (a) The University will provide to the Union, on September 1, 2003, \$15,000 to allow the Union to establish a supplemental benefits plan for employees covered by the terms of the Unit 1 Agreement. In addition, and conditional upon the Union providing evidence to the University that the Union has established a supplemental benefits plan, the University will provide on September 1, 2004 an additional \$10,000 in support of this plan.
- (b) The Union will provide, to the University, on an annual basis, a report summarizing the allocations of the University’s contributions.

Article XX Seniority

20.01 Seniority

- (a) For the sole purpose of selection for work assignments as outlined in Clause 11.06, employees who have successfully completed the probationary period as outlined in Clause 1.04 (k) and Article XII, shall accrue seniority for all positions in the bargaining unit on the following basis:
 - (i) from an employee’s first semester of employment in the bargaining unit;

- (ii) subject to Clause 20.02 (a), one (1) seniority point shall accrue for each work assignment.
- (iii) one (1) seniority point shall accrue for each semester of service as a member of the CUPE 3913 Executive. The Union shall be responsible for advising the employee's department, in writing, that a seniority point has been accrued. (For purposes of clarity, eligible Executive positions are: Chair (1 per two Units), Financial Officer (1 per two Units), Communications Officer (1 per two Units), International T/A representative (1 per 2 Units), Chief Steward (1 per Unit), Assistant Chief Steward (2 per College, per Unit), External Officer (1 per Unit), and member-at-large (2 per Unit)).

20.02

- (a) Seniority shall not be lost or reduced for any reason except dismissal, withdrawal from the University, or failure to obtain bargaining unit work for a period of four (4) consecutive semesters.
- (b) Resignation from a work assignment shall result in the loss of that particular seniority point only.
- (c) Failure to complete a work assignment due to illness shall not result in the loss of the seniority point for that assignment.
- (d) An accurate relative seniority list shall be maintained by departments, and posted on an accessible bulletin board within the department. Upon request by the Union, a copy of the seniority list shall be provided within ten (10) days. A copy of any requested seniority list shall also be provided to Employee Relations at the same time.

- (e) The University agrees that no employee who has been offered a "work assignment" will have her/his number of hours in that semester reduced during that semester contract period.

Article XXI Academic Freedom

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

- (a) teach and learn;
- (b) to speculate and comment without deference to prescribed doctrine, as well as the right to criticize the University at large.

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

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

21.04 When work assignments permit employees to have a wider degree of latitude than is possible in assignments included in Clause 21.03, employees may develop and deliver said assignments once the course content and structure have been approved by the Chair(s)/Director(s) of the unit(s) concerned.

Article XXII Technological Change

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

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

Article XXIII Duration

23.01 The terms of this Agreement shall be in effect from September 1, 2002 to August 31, 2005, 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 5th day of March 2003, at Guelph, Ontario.

On Behalf of the
University of Guelph

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

Michael M. Leach
Kacey Alderson
Jean Morris
Alan Van Der Kraak
Susan Evers
[Signature]

Upton Zin
A. Sue Rodenhill
R. Johns
Will Hornell
Brian Hill
Amie Karsa
S. aldaoud
[Signature]
L. Wintcombe
Christen Schneider
[Signature]
[Signature]
[Signature]
[Signature]

WAGES

Graduate:

Effective September 1, 2002

3.5% increase to Schedule A and B

Effective September 1, 2003

3.5% increase to Schedule A and B

Effective September 1, 2004

4.0% increase to Schedule A and B

Undergraduate:

Effective September 1, 2002

3.5% increase to Schedule A and B

Effective September 1, 2003

adjustment to establish UTA hourly rate at 55% of the GTA rate

Effective September 1, 2004

4.0% increase to Schedule A and B

Schedule “A”

| | Effective Sept. 1, 2002 | Effective Sept. 1, 2003 | Effective Sept. 1, 2004 |
|-------|---|---|---|
| GTA | \$4,279.20 per semester (\$3,252.19 salary and \$1,027.01 bursary) | \$4,428.97 per semester (\$3,366.02 salary and \$1,062.96 bursary) | \$4,606.13 per semester (\$3,500.66 salary and \$1,105.47 bursary) |
| UTA | \$14.57 per hour | \$17.40 per hour | \$18.10 per hour |
| GSA-1 | \$30.56 per hour (\$23.22 salary and \$7.34 bursary) | \$31.63 per hour (\$24.03 salary and \$7.60 bursary) | \$32.90 per hour (\$25.00 salary and \$7.90 bursary) |

Schedule “B”

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

| | Effective Sept. 1, 2002 | Effective Sept. 1, 2003 | Effective Sept. 1, 2004 |
|---------------|----------------------------|----------------------------|----------------------------|
| Undergraduate | \$14.57 per hour | \$17.40 per hour | \$18.10 per hour |
| Graduate | \$30.56 per hour | \$31.63 per hour | \$32.90 per hour |

“Appendix A”

POLICY ON AIDS

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

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

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

“Appendix B”

Definition of Sexual and Gender Harassment

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

- unwanted sexual attention or behaviour, consisting of one (1) or a series of incidents by an individual or group who knows or ought reasonably to know that such attention is unwanted;
- unwanted sexual activity of a physical nature, including intercourse;
- harassment on the basis of sexual orientation;
- implied or expressed promise of reward for complying with a sexually oriented request;
- actual reprisal or an implied or expressed threat of reprisal for refusal to comply with a sexually oriented request;
- actual denial of opportunity or an implied or expressed threat of denial of opportunity for refusal to comply with such a request;
- behaviour based on sex when it has the effect of creating an intimidating, hostile or offensive environment for work, study or University life;
- demeaning or belittling remarks, jokes, slurs, innuendoes or taunting about the sex or body of an individual or group; and
- displaying in University areas pictures, graffiti or materials that denigrate one of the sexes;

Sexual and gender harassment can be physical, verbal, visual or written (including electronic media); can involve individuals or groups; can be one (1) incident or a series of incidents; and can occur on campus or off, during working hours or not.

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

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

JOB POSTING

| | |
|--|--|
| Department/School | |
| Bargaining Unit | |
| Course Name and Number | |
| Type of Position (i.e. GTA, GSA-1, UTA) | |
| Projected Class Enrollment (if available) | |
| Level of Appointment (i.e. 140 hrs./70 hrs., etc.) | |
| Start Date | |
| End Date | |
| Salary | |
| Number of Semesters | |
| Number of Positions | |

Anticipated Duties/Responsibilities

- Orientation/Training:
- Preparation:
- Attending Lectures:
- Conducting Labs/Seminars:
- Lecturing:
- Grading:
- Office Hours:
- Student Consultation:
- Email Correspondence/monitoring:
- Meetings:
- Invigilating Exams:
- Supervising Field Trips:
- Other Duties (Specify):

Times: _____ Sections Available: _____

Required Qualifications: _____

Preferred Qualifications: _____

Where to Obtain/Send Applications: _____

Application Deadline: _____

Date Posted: _____ Signature: _____

The University of Guelph is committed to an employment equity programme that includes special measures to achieve diversity among its faculty and staff. We therefore particularly encourage applications from members of historically disadvantaged groups.

GENERAL APPLICATION FORM

(CUPE Local 3913 Unit 1 Work Assignment)

Name: _____

Address: _____

Phone: _____

Email: _____

Course/Work Assignment Preferences: (Although this is a General Application, applicants are encouraged to note their preferred choices)

| | Course/ Work Assignment | Department | Bargaining Unit |
|---------------|----------------------------|------------|--------------------|
| First Choice | | | |
| Second choice | | | |
| Third Choice | | | |
| Fourth Choice | | | |

Prior Teaching Experience/Qualifications _____

Additional Experience/Qualifications: _____

Resumé Attached: YES NO

Total Seniority Points (Please list points from all Departments worked in): _____

Date: _____

Signature: _____

Please sign and date; **hand original to the relevant department**, keep a copy for your records and forward a copy to the Union Office, CUPE 3913, UC 213A.

The University of Guelph is committed to an employment equity programme that includes special measures to achieve diversity among its faculty and staff. We therefore particularly encourage applications from members of historically disadvantaged groups.

NOTICE OF APPLICATION

Date: _____

Name: _____

Programme: _____

Home Department: _____

Semester Level: _____

Extension/Email: _____

Position Applying For: _____

Date Position Posted _____

In Department: _____

Please find attached my application and C.V. []

Please activate my application and C.V. that is currently on file in your department []

Comments:

OFFER OF APPOINTMENT - UNIT 1

This position is covered by an agreement between the University and CUPE 3913. The text of the current Collective Agreement is available on the University of Guelph web site <www.uoguelph.ca/HR>. In the alternative, you may pick up a personal copy of the Collective Agreement in your department, at the Union Office (Room 213A University Centre) or at Human Resources, 5th Floor, University Centre.

Date: _____, Employee's Name: _____

Employee's Address: _____

Home Telephone Number

& Campus Extension: _____

Dear

I am pleased to confirm your appointment as a _____

Details with respect to this work assignment are as follows:

Department/School: _____

Bargaining Unit: _____, Course: _____

Type of Position: GTA _____, GSA, _____, UTA _____.

Level of Appointment: 140 hrs., _____, 70 hrs. _____,

other (please specify hours) _____.

Immediate Supervisor: _____

Start Date: _____

End Date: _____

Lecture Days & Times: _____

Salary: _____

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

Please sign and return one copy of this appointment letter to

You should retain a copy for your records.

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

Sincerely

Employee's Signature:

Date:

ASSIGNMENT OF WORK AGREEMENT

Employee Name: _____ Home Dept./School: _____

Work Supervisor: _____ Number of Semesters: _____

Course: _____ Type of Position: _____

Start Date: _____ End Date: _____

| Duties | Hours | Details |
|------------------------------|-------|---------|
| 1. Orientation/Training | | |
| 2. Preparation: | | |
| 3. Attending Lectures | | |
| 4. Conducting Labs/Seminars: | | |
| 5. Lecturing: | | |
| 6. Grading: | | |
| 7. Office hours: | | |
| 8. Student Consultation: | | |
| 9. Supervisor/TA Meetings: | | |
| 10. Invigilating Exams: | | |
| 11. Supervising Field Trips: | | |
| 12. Other Duties (Specify): | | |
| Total Hours/Semester | | |
| Extra Hours (If any): | | |

Comments (First Meeting): _____

Employee's Signature _____ Work Supervisor's Signature _____

Date _____ Date _____

Comments (Second Meeting if any): _____

Employee's Signature _____ Work Supervisor's Signature _____

Date _____ Date _____

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

**Letter of Understanding #1 -
First Agreement/Retroactive Seniority**

1. The posting and selection provisions of this agreement shall take effect on January 1, 1996.

2. Subject to Article XX, the Union and the University agree that seniority, for the purposes of postings and selection, shall be retroactive to the first day of employment at the University. Employees may be required to produce reasonable proof of past employment. Disputes regarding an individual's seniority shall be referred to the Labour/Management Committee. In the event that a dispute is not resolved, it may be referred to arbitration by either Party.

Signed on this 5th day of March, 2003, at Guelph, Ontario.

On behalf of the
University of Guelph

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

Annal M. Leach
Heacy Alderson
Joan Brown
Ellen Van der Kraak
Susan Eves
[Signature]

Aptor Lin
A. Far - Edmunt
Ra Tullis
Will Howell
Brian M. [Signature]
Amie [Signature]
[Signature]
[Signature]
Christa Schreder
[Signature]
[Signature]
[Signature]
[Signature]

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

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

Signed on this 5th day of March, 2003, at Guelph, Ontario.

On behalf of the
University of Guelph

Annex 21 sent
Heacy Alderson
Joan Norris
Alan Van der Kraak
Sueann Eves
[Signature]

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

[Signature]
A. Lee-Dadswell
R. [Signature]
Will [Signature]
Brian [Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

**Letter of Understanding #3 -
Level of Funding Commitment**

March 5th, 2003

Geoff Lee-Dadswell, Chair
Canadian Union of Public Employees
Local 3913, Unit 1

Dear Geoff:

Statement on Level of Funding Commitment

The University is committed to ensuring that all incoming graduate students are provided with specific information from the graduate student's academic Department indicating (where possible) the level of GTA, GSA and non-GTA funding that will be available to the student during the course of her/his period of graduate studies. The commitment to GTA/GSA appointments as indicated in this initial correspondence (from the University to the Graduate Student) will define the "job security period" for Unit 1 employment purposes.

Sincerely,

Joan Norris

Joan Norris
Acting-Dean of Graduate Studies

**Letter of Understanding #4 -
Provisions of Article XI**

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

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

Signed on this 5th day of March, 2003, at Guelph, Ontario.

On behalf of the
University of Guelph

Annex 21, Unit 1
Heacy Alderson
Jan Thomas
Ellen Van der Kraak
Suevan Eves
Bd for

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

Clyton Zie
S. J. J. J. J.
R. J. J. J.
W. J. J. J.
E. J. J. J.
A. J. J. J.
S. J. J. J.
B. J. J. J.
L. J. J. J.
C. J. J. J.
E. J. J. J.
L. J. J. J.
L. J. J. J.

**Letter of Understanding #5 -
Student Stipend**

Further to the Collective Agreement between the Canadian Union of Public Employees 3913 Unit #1 and the University of Guelph, it is agreed that should there be a negotiated increase in the full term graduate teaching assistantship wage rate and should an employee be receiving a student stipend (i.e., the financial package arranged for the student), that any negotiated increase in the GTA rate will result in an equal amount increase in the student stipend. However, the University and the Union agree that the Union does not have any jurisdiction over the determination of a student stipend.

Signed on this 5th day of March, 2003, at Guelph, Ontario.

On behalf of the
University of Guelph

Annex 21, Unit 1
Heacy Alderson
Jan Thomas
Ellen Van der Kraak
Suevan Eves
Bd for

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

Clyton Zie
S. J. J. J.
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B. J. J. J.
L. J. J. J.
C. J. J. J.
E. J. J. J.
L. J. J. J.
L. J. J. J.

**Letter of Understanding #6 -
Complaint/Grievance Procedure**

Geoff Lee-Dadswell, Chair
Canadian Union of Public Employees
Local 3913, Unit 1

Dear Geoff:

Re: Article VIII - Complaint/Grievance Procedure

In the interest of expediting the processing of grievances, Departments and/or Colleges will be encouraged to fax Step 1 and Step 2 written grievance responses to the Union's office (followed with a hard copy sent via campus mail).

It will be the Union's responsibility to provide the University with the Union's fax number and notice should the fax number be changed.

Sincerely,



Brendan Soye,
Manager, Employee Relations

**Letter of Understanding #7 -
UTAs and GTAs**

Geoff Lee-Dadswell, Chair
Canadian Union of Public Employees
Local 3913, Unit 1

Dear Geoff

UTAs and GTAs

This letter confirms that the University shall clarify the difference between the UTA and GTA appointments. This clarification will be completed and communicated to the Union and academic departments/units for use in planning for work assignments commencing with the Fall 2003 semester.

In addition, the University confirms that based on this clarification of responsibilities, UTA positions will not be utilized in place of or to avoid establishing GTA positions.

Sincerely,



Brendan Soye
Manager of Employee Relations

Signed on this 5th day of March 2003,
at Guelph, Ontario.

On behalf of the
University of Guelph

Michael M. Smith
Kacey Alderton
Joan Thomas
Ellen Van der Kraak
Susan Eves
D. J. Fox

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

Upton Eli
A. J. ...
R. ...
Will ...
Bern ...
Amit ...
S. aldaoud
[Signature]
L. ...
Christen ...
[Signature]
[Signature]
[Signature]
[Signature]