

COLLECTIVE AGREEMENT

BETWEEN



THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 3913 - UNIT #2

– 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 # 2)
(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 shall apply:

- (a) “Employee” means an employee of the University included in the bargaining unit as defined in clause 2.01 of this Agreement;
- (b) “Human Resources File” means the human resource file held by the Human Resources Division.
- (c) “Supervisor” means the person with primary responsibility for the assignment and direction of work. Normally, this person is the Chair/Director of her/his Department/School;
- (d) Unless otherwise specified, a “day” is a working day in the University’s Human Resources Division;
- (e) “Department” means Academic Department, School, or Interdepartmental Programme;
- (f) “Contact hours” means University scheduled classroom contact hours;
- (g) For the purposes of Clause 10.01 “preparation” means the activity required to remain current and develop the content/material required to deliver the contracted teaching assignment;
- (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.

Article II Union Recognition

2.01 The University recognizes the Canadian Union of Public Employees Local 3913 (Unit #2) as the bargaining agent for all persons employed under contract as Sessional Lecturers to teach in University degree credit courses, save and except:

- (a) persons holding full-time and part-time academic appointments at any rank including contractually-limited term appointments of twelve (12) months or more;
- (b) persons employed in the Office of Open Learning, or persons employed in courses intended primarily for students who are not registered in a degree-credit programme;
- (c) persons providing non-credit instruction in the Department of Athletics;
- (d) persons paid exclusively through grant funding from sources other than the University;
- (e) persons engaged by reason of professional status or unique qualifications to give occasional or guest lectures or seminars, making up part of a course offered in a degree-credit programme;

- (f) persons who exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations;
- (g) post doctoral fellows engaged in teaching to the extent that such teaching is a requirement of their fellowship;
- (h) retired faculty who, prior to their retirement, had an academic appointment at the University of Guelph; and
- (i) persons covered by Collective Agreements or subsisting bargaining relationships between the University and other trade unions as of the date of the Ontario Labour Relations issuance of this Union's certificate.

2.02 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 will be exercised in a manner consistent with the provisions of this Agreement.

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 Chair 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 shall be present at negotiations at any one (1) 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 names of 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 agrees to provide the Union with a list of those persons properly designated to discuss matters concerning the Union or this agreement, once per academic year.

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

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 11, 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 11, 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 Chair 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 (1/2) the cost of providing the labels. The labels shall include the names and departmental addresses of employees.

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

6.03

- (a) The University shall endeavour to have copies of this Agreement printed within forty-five (45) days of ratification by both Parties. The Union shall 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 shall be invoiced to the Union.

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

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

6.07 The University shall provide the Union, once per academic year (September), the equivalent of one-half (1/2) of the value of the average sessional lecturer wage (based on the Schedule "A" wage rate in effect at that time) to be distributed by the Union among local union officers.

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 shall 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.

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 Clause 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 this 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 Union designate(s).

- (b) It is agreed that an individual and a group grievance shall 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 2nd or 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 shall 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 Clause 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, 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 appointed nominee, 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) 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 employees' Human Resource file shall be removed after a twenty-four (24) month period of employment provided that no further discipline has been recorded within that twenty-four (24) month period of employment.

9.07 Employees have the right to review their 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 Assignment of Work

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

10.02

- (a) The University agrees that the Chair/Director (or designate) of the employee's department shall meet with the employee to discuss the assigned requirements, normally at least fifteen (15) days prior to the commencement of her/his semester in which the course is to be taught. The employee may be accompanied by a representative of the Union if s/he wishes.
- (b) At this meeting the employee and the Chair/Director (or designate) will discuss, if requested by the employee, the following: contact hours; anticipated number of students; course content and material; library resources; course content previously taught; anticipated examinations and/or assignments; office hours; departmental resources; and commitments to the department and departmental commitments to the employee.
- (c) Where an employee, subsequent to the above initial meeting, has reason to believe that s/he has

been given unreasonable expectations, the employee may request a meeting with her/his Chair/Director (or designate) to resolve the problem. Additional meetings between the employee and her/his Chair/Director (or designate) may be required.

- (d) Any meeting(s) shall be considered regular work time and shall occur normally within three (3) days of receipt of such request.
- (e) A summary of the details agreed upon at such meetings shall be provided, in writing, by the Chair/Director or designate.

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

10.04 No employee shall be required or encouraged to distribute her/his home telephone number, home address, or personal email address (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. Sessional Lecturer-1)
 - the course name and number
 - the start and termination dates for the appointment
 - the level of appointment (i.e. full, or portion thereof)

- the number of sections and class times (if available)
- projected class enrolment (where relevant)
- 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) Specific assigned text book(s) shall be made known to the Sessional Lecturer. The Union agrees that the University determines the text book(s) to be assigned to a particular course; however, such assignment of text book(s) shall not infringe on the academic freedom of the employee pursuant to Article XXI by preventing the employee from supplementing the text or materials or from presenting alternative perspectives or approaches.
- (d) 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 (as per 11.02 (b)), 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.

- (e) Positions shall be posted by the Department either on one (1) 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.
- (f) 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.
- (g) 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

- (a) All assignments of work, excepting circumstances arising as per Clause 11.08, shall be posted within the department (in accordance with the provisions of Clause 11.01), as they arise and for fifteen (15) calendar days or until five (5) days prior to the commencement of the work assignment.
- (b) Where a department has reason to believe that a single course shall be available for posting over a

period of two (2) or three (3) consecutive semesters, the department may post the available work over the applicable period as a single work assignment.

- (c) 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.

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

11.04 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.

11.05

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

11.07 Appointment Letters

Appointments shall be made in writing by letter(s) that include 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 ten (10) 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

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

- (i) an employee withdraws from a work assignment;
 - (ii) if an unanticipated work assignment occurs;
 - (iii) when a work assignment becomes available after the first day of classes as a result of illness or resignation;
 - (iv) when a work assignment is offered to an employee who then declines to accept it.
 - (v) subject to Letter of Understanding #3, when a work assignment is offered to a University of Guelph Ph.D. student as part of her/his programme requirements. It is recognized that no more than ten (10) such appointments shall be made by the University in any semester and that this provision may only be applied once to a particular Ph.D. student.
- (b) Where circumstances apply (as per 11.08 (a)), 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.

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

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

Article XII Course Cancellation

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

12.02 Where an employee suffers a reduction in normal earnings due to course cancellation as a result of unreasonably low enrollment in a course, a cancellation stipend of \$300 shall be paid. Should the cancellation occur prior to the third (3rd) set day of lectures for that particular work assignment, the employee shall be paid wages for the period worked in addition to the \$300. Should the cancellation occur after the third (3rd) set day of lectures for that particular work assignment, the employee shall receive one-half (½) of the established full pay for the whole assignment plus the \$300 cancellation stipend.

Article XIII Performance Evaluations

13.01

- (a) The performance evaluation of any employee, shall be treated as confidential information between the employee, the Tenure and Promotion Committee, and the University, unless the employee chooses to share it with the Union. The employee shall receive a copy of her/his performance evaluation. The performance evaluation shall not be included in the employee's academic file.

(b) The results of the performance evaluation shall not be used for the purpose of denying the employee from continuing in an academic programme in which the employee is currently registered.

13.02 Performance evaluations of employees shall be conducted by the Department's Tenure and Promotion Committee. Such committee shall consist of the Chair of the department and at least two (2) faculty members.

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

13.04 There shall be no electronic monitoring of employees 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.

13.05 Employees shall be given at least five (5) days notice that an evaluation is to be conducted.

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

13.07 Student evaluations of teaching will form part of the information considered in the evaluation of employee performance.

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", Schedule "B", and Schedule "C", attached hereto and forming part of this Agreement.

14.02 Schedule "A" represents the appropriate grid increments at a rate of \$120.00 per step.

14.03 Five (5) seniority points are required for movement from one (1) grid step to the next.

14.04 The minimum salary for a Sessional Lecturer is \$4,776.49 effective September 1, 2002; \$5,633.90 effective September 1, 2003; and \$5,774.75 effective September 1, 2004, for the equivalent of a full semester work assignment.

Maximum salary is \$5,736.49 effective September 1, 2002; \$6,233.90 effective September 1, 2003; and \$6,374.75 effective September 1, 2004 for the equivalent of a full semester work assignment.

Music Instructors will be paid in accordance with Schedule "C".

Distance Education Instructors shall be paid per the effective Schedule "A" wages for the equivalent of a full semester work assignment.

Distance Education Instructors shall receive an additional \$75 for each additional five (5) students per work assignment, over the 45 student minimum rate, to a maximum of an additional \$375.00 per work assignment. A cap on the amount of remuneration a Distance Education Instructor receives does not imply a maximum number of students per class.

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

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

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

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

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

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

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

14.12

- (a) In the event that the University requires the Sessional Lecturer to: reread papers or exams, attend appeals, participate in cases of academic dishonesty, grading or regrading late papers or exams, following the completion of the Sessional Lecturer's work assignment, and the Sessional Lecturer agrees to perform such work, reimbursement will be in accordance with Schedule 'B'.
- (b) In addition to the wages outlined in Schedule 'A', upon completion of a work assignment, a Sessional Lecturer shall be eligible to receive a supplemental

payment based on the number of registered students in her/his class after the 40th day of classes (excluding students who are auditing the course), and providing the Sessional Lecturer has not been provided with a GTA, UTA or TA. However, it is agreed that class size compensation is provided in acknowledgement of the increased workload inherent in larger classes, and is not intended to eliminate traditional hiring of GTA's or UTA's.

60 or less students - no additional compensation

61 - 110 students - \$75.00

Every 50 students thereafter - \$150.00 with no provision for pro-rating, to a maximum of \$600.00; (e.g. In order to receive an additional \$150.00, 111 or more students must be in the class; to receive \$300.00, 161 or more students must be in the class; \$450.00, 211 or more students must be in the class; \$600.00, 261 or more students must be in the class)

It is understood that the above amounts are not cumulative.

Article XV Office Space and Facilities

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

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

preparation for their contractual responsibilities, 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 its employees.
- (b) The University shall provide initial safety training in the use of special equipment whenever it is required that the employee use such equipment as part of her/his assignment of work. 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 work time and count as either part of her/his semester hours of work or s/he will be paid at her/his appropriate wage rate, whichever is applicable. It is understood that only one (1) (the Health and Safety Representative or designate) employee of 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) An employee who is sick and unable to fulfil her/his hours of work shall be granted sick leave with pay to a maximum of nine (9) hours (on which hours of work, pursuant to Clause 10.01, are scheduled) per appointment, per academic semester.
- (b) An employee claiming more than three (3) consecutive hours sick leave may be required to provide a medical certificate. Further, unused sick leave will not be accumulated from one (1) academic semester to the next.
- (c) 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.

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 parental/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 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 Chair/Director 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 Chair/Director may grant up to two (2) working days per semester to attend academic conferences.

17.06 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.

17.07 An employee exercising her/his right for leave under this Article shall not lose seniority.

Article XVIII Vacations and Holidays

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

18.02

- (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's 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 Benefits Eligibility Requirements

To be eligible for benefits the appointment must be:

- (i) greater than six (6) months in duration or the sum of past consecutive appointments including the current appointment must be greater than six (6) months in duration. The consecutive appointments must not be separated by more than eight (8) months if they are to be added together for eligibility purposes;
and,
- (ii) the employee must be employed for the minimum workload required as described below.

<u>Workload</u>	<u>Benefit</u>	<u>Eligibility</u>	<u>Effective</u>
35 - 50 %	Life/EHC	Yes	Upon Hire
	Pension	35% of YMPE*	After 2 yrs.*
	LTD/Dental	No	N/A
51 - 99 %	Life/EHC	YES	Upon Hire
	Pension	35% of YMPE*	After 2 Yrs.*
	LTD/Dental	Yes	After 2 Yrs.

* To qualify for participation in the pension plan an employee must have earned at least 35% of the Yearly Maximum Pensionable Earnings (YMPE) and be employed for at least two (2) years prior.

For benefit eligibility purposes, the workload percentage for Sessional Lecturers is determined as follows:

$$\text{Number of courses assigned per year} \div 5.5$$

19.02 Benefits Available

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

19.03 Benefit Cost Sharing While in a Paid Status

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

	<u>% Workload</u>	<u>Employee</u>	<u>University</u>
Life Insurance:	35 - 99 %	33.3 %	66.7 %
Extended Health:	35 - 50 %	50.0 %	50.0 %
	51 - 75 %	25.0 %	75.0 %
	76 - 99 %	0.0 %	100.0 %
LTD:	51 - 99 %	33.3 %	66.7 %
Dental:	51 - 75 %	40.0 %	60.0 %
	76 - 99 %	20.0 %	80.0 %

19.04 Benefits & Cost Sharing When in an Unpaid Status

Subject to 19.01, Employee Life Insurance, Long Term Disability, Extended Health Care, Dental, and Pension benefits will continue during periods of unpaid status

with the employee paying the full cost of the benefit premiums. In the case of a Long Term disability claim, the ninety (90) day elimination period will commence upon the scheduled return to work. The premiums must be paid for by the employee in one (1) lump sum in advance or by monthly post-dated cheques payable on the first (1st) of each month during the unpaid status.

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

19.06 The Union may provide one (1) representative to participate on the President's Advisory Committee on Pensions and Benefits.

19.07 Supervisors will consider requests from employees to schedule office hours in a manner that accommodates child care arrangements. Approval of such requests shall not be unreasonably denied.

Article XX Seniority

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

- (i) from an employee's first (1st) semester of employment in the bargaining unit.
- (ii) one (1) seniority point shall accrue for each work assignment; with the exception of dismissal, resignation or failure to obtain a bargaining unit work assignment for a period of eight (8) consecutive semesters, 20.02 (a).
- (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 (one (1) per two (2) Units), Financial Officer (one (1) per two (2) Units), Communications Officer (one (1) per two (2) Units), International TA representative (one (1) per two (2) Units), Chief Steward (one (1) per Unit), Assistant Chief Steward (two (2) per College, per Unit), External Officer (one (1) per Unit), and member-at-large (two (2) per Unit)).

20.02

- (a) Seniority shall not be lost or reduced for any reason except dismissal, resignation, or failure to obtain a bargaining unit work assignment for a period of eight (8) consecutive semesters.
- (b) Resignation from a work assignment shall result in loss of that particular seniority point only.
- (c) Failure to complete a work assignment due to illness shall not result in loss of a seniority point for that assignment.

20.03 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.

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

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

Article XXI Academic Freedom

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

- (i) teach and learn;
- (ii) to speculate and comment 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 her/his normal earnings as a result of any technological change introduced during any 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 1st, 2002 until August 31st, 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
Local of Public Employees
Local 3913 (Unit# 2)

Andrew M. Smith
Nancy Alderson
Jean Morris
Alan Van der Kraak
Susan Eves
[Signature]

Upton Li
A. Lee-Rodwell
R. Bell
Walt Hornum
Brian Wood
Amit Karsia
S. aldaoud
[Signature]
Wintcombe
Christian Schroeder
[Signature]
[Signature]
[Signature]
[Signature]

WAGES

Schedule A:

Effective September 1, 2002: 3.0% increase applied to minimum, and the subsequent grid steps adjusted in \$120.00 increments.

SCHEDULE 'A' WAGES			
	Sept. 1, 2002	* Sept. 1, 2003	** Sept. 1, 2004
Minimum	\$4776.49	\$5633.90	\$5774.75
Step 1	\$4896.49	\$5753.90	\$5894.75
Step 2	\$5016.49	\$5873.90	\$6014.75
Step 3	\$5136.49	\$5993.90	\$6134.75
Step 4	\$5256.49	\$6113.90	\$6254.75
Step 5	\$5376.49	\$6233.90	\$6374.75
Step 6	\$5496.49	N/A	N/A
Step 7	\$5616.49	N/A	N/A
Step 8	\$5736.49	N/A	N/A

* Effective September 1, 2003: Schedule "A" becomes a six (6) step scale with the current Step 6 as the minimum. 2.5% increase applied to the new minimum, and the subsequent grid steps adjusted in \$120.00 increments.

** Effective September 1, 2004: 2.5% increase applied to minimum, and the subsequent grid steps adjusted in \$120.00 increments.

Wage Schedules, as agreed to in this Collective Agreement, do not prevent the University from paying above the Schedule "A" or Schedule "B" maximum. In such circumstances, the University will advise the Union that it is paying a Sessional Lecturer above the Schedule maximum. {was 14.05(a)}

Schedule B:

Effective September 1, 2002	3.0% increase	\$33.29/hour
Effective September 1, 2003	2.5% increase	\$34.12/hour
Effective September 1, 2004	2.5% increase	\$34.97/hour

For activities identified in Clause 14.12, reimbursement will be at the following rates for all authorized hours.

Sept. 1, 2002	Sept. 1, 2003	Sept. 1, 2004
\$33.29 per hour	\$34.12 per hour	\$34.97 per hour

Schedule "C"

Effective September 1, 2002 - 3.0% increase applied to minimum, and the subsequent steps adjusted by \$1.00.

Music Instructors

Initial placement of the Music Instructor on Schedule "C" will be at the discretion of the hiring department and subsequent movement through the rates will be at the sole discretion and determination of the department.

Schedule 'C'	Music Instructor Rates		
	37499	* Sept. 1, 2003	** Sept. 1, 2004
Minimum	\$39.81	\$40.81	\$41.83
Step 1	\$40.81	\$41.81	\$42.83
Step 2	\$41.81	\$42.81	\$43.83
Step 3 maximum	\$42.81	\$43.81	\$44.83

* Effective September 1, 2003 - 2.5% increase applied to minimum, and the subsequent steps adjusted by \$1.00.

** Effective September 1, 2004 - 2.5% increase applied to minimum, and the subsequent steps adjusted by \$1.00.

Professional Development Reimbursement

Commencing September 1, 2003, the University will make available a professional development fund of \$7,500. The purpose of this fund is to offset costs to the Sessional Lecturer to participate in academic conferences/seminars or to purchase materials in support of their professional/academic development. A sessional lecturer is entitled to such reimbursement once per academic year and to a maximum of \$100 and subject to the availability of funds, (total reimbursement for all bargaining unit members can not exceed \$7,500 per year). In addition, any remaining funds cannot be transferred from one year to the next.

Reimbursement to the allowable maximum is made upon receipt of original receipts detailing expenses.

“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.*

SESSIONAL JOB POSTING

Department/School	
Bargaining Unit	
Course Name and Number	
Projected Class Enrollment (if available)	
Level of Appointment (i.e. full/part time)	
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): _____

Lecture 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 2 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:

SESSIONAL LECTURER OFFER OF APPOINTMENT - UNIT 2

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: _____

Level of Appointment: _____

Immediate Supervisor: _____

Start Date: _____

End Date: _____

Lecture Days & Times: _____

Salary: _____

The Chair/Director (or designate) of your department shall arrange to discuss with you the requirements of this work assignment prior to commencement of the semester.

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 - UC 213A & give you a copy of the Collective Agreement.

Sincerely

Employee's Signature:

Date:

Letter of Understanding # 1 - Pro-rating

Further to the Collective Agreement between the Canadian Union of Public Employees, Local 3913, Unit #2 and the University of Guelph, it is agreed that in situations whereby a Sessional Lecturer is employed to complete less than the equivalent of a full semester work assignment, the appropriate prorating will occur, based on either the percentage of workload (based on a full semester work assignment) or the percentage of time (based on a full semester), the Sessional Lecturer is employed to teach. The Union will be advised of any such arrangements. At the request of either Party, a meeting will be convened to discuss the specific course(s) and implementation arrangements.

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

On behalf of the
University of Guelph

On behalf of the Canadian
Local of Public Employees
Local 3913 (Unit# 2)

Handwritten list of names:
Nancy Alberici
Joan Mrowca
Ellen Van der Kraak
Susan Evces
[Signature]

Handwritten list of names:
Upton, Zina
A. T. ...
R. ...
Will ...
Bar ...
Amit ...
F. ...
[Signature]
Lionel ...
Christina ...
[Signature]
[Signature]
Tom ...

Letter Of Understanding #2 - Postings and Selections

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

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

On behalf of the
University of Guelph

On behalf of the Canadian
Local of Public Employees
Local 3913 (Unit# 2)

Handwritten list of names:
Nancy Alberici
Joan Mrowca
Ellen Van der Kraak
Susan Evces
[Signature]

Handwritten list of names:
Upton, Zina
A. T. ...
R. ...
Will ...
Bar ...
Amit ...
F. ...
[Signature]
Lionel ...
Christina ...
[Signature]
[Signature]
Tom ...

Letter of Understanding #3 - First Right of Refusal

March 4, 2003

Geoff Lee-Dadswell, Chair
Canadian Union of Public Employees
Local 3913 Unit #2

Dear Geoff,

Notwithstanding the provisions of Clause 11.02 (b), the following will apply with respect to application of the right of first refusal to an available Sessional Lecturer work assignment.

A Sessional Lecturer who has successfully completed a work assignment (i.e. for a particular course) shall be eligible to exercise a first right of refusal to a work assignment, for that same course, should a sessional lecturer work assignment be made in one (1) of the immediately following four (4) semesters.

The following criteria will be applicable in determining a Sessional Lecturer's eligibility for exercising a first right of refusal to an available work assignment:

- (a) the Sessional Lecturer must have demonstrated satisfactory performance in completing the work assignment;
- (b) first right of refusal does not extend to multiple sections of a course.

The provisions of Clause 11.08 (a) (v) (i.e. appointment of Guelph Ph.D. student without posting) do not apply to a work assignment where a Sessional Lecturer has the right of first refusal.

The first right of refusal may be denied if there is a need identified and an opportunity available for increasing the representation from one (1) or more of the historically disadvantaged groups. In such cases, the employee (with right of first refusal) will be provided with notification of no less than thirty (30) working days in advance of the anticipated commencement of the work assignment. The Union shall be copied on such notification.

Sincerely,



Brendan Soye,
Manager, Employee Relations

Letter of Understanding #4 - Campus Resources

The University shall examine and, where feasible, establish a means (including cost consideration) to continue access to specific campus resources for Sessional Lecturers during periods of unpaid status.

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

On behalf of the
University of Guelph

On behalf of the Canadian
Local of Public Employees
Local 3913 (Unit# 2)

Andrew M. Leach
Nancy Alderton
Jean Mous
Ellen Van der Kraak
Susan Eves
Bul for

Upton Zin
A. Lee Dadswell
R. Fells
Will Hornet
Brian Hill
Amie Kerve
S. aldaoud
Lyntambe
Christen Schroeder
Zyzzie
toni Spurl

Letter of Understanding #5 - Employment Insurance

March 5th, 2003

Mr. Geoff Lee-Dadswell, Chair
Canadian Union of Public Employees
Local 3913 Unit #2

Dear Geoff,

It is understood that for Employment Insurance (E.I.) purposes only, each hour of work per week per academic semester shall equal four (4) work hours for E.I. reporting purposes. For example, if an employee works three (3) hours, the hours worked for the purpose of E.I. reporting shall be twelve (12) hours. It is understood that should an Instructor not teach the complete semester, the reported work hours shall be pro-rated accordingly for E.I. reporting purposes.

It is further understood that such E.I. hours reporting shall be first effective during the Winter 2000 semester.

The Parties understand that this arrangement is established for E.I. purposes only and is without prejudice to the position of the Parties, and shall in no way affect the interpretation, application and administration of the Collective Agreement and any University policies and practices, and shall not be relied on or referred to in any proceedings other than those under the Employment Insurance Act or applicable Regulations.

It is further acknowledged that this arrangement is subject to the E.I. Act and Regulations and becomes null and void in the event that E.I. directs that the practice be discontinued.

Sincerely,



Brendan Soye
Manager, Employee Relations

Letter of Understanding #6 - Application for Positions

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

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

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

On behalf of the
University of Guelph

On behalf of the Canadian
Local of Public Employees
Local 3913 (Unit# 2)

Handwritten list of names:
Nancy Alderson
Joan F. Novak
Allen Van der Kraak
Suzanne Eves
Bul for

Handwritten list of names:
Clifton Zin
S. Lee
R. Bell
W. Horn
B. Hill
Amit
S. Alderson
L. Linton
Christina Schneider
E. Hill
L. Hill
L. Hill

**Letter of Understanding #7 -
Complaint/Grievance Procedure**

Geoff Lee-Dadswell, Chair
Canadian Union of Public Employees
Local 3913 Unit #2

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 # 8 -
Reading Course Work Assignments**

Further to the Collective Agreement between the Canadian Union of Public Employees, Local 3913, Unit #2 and the University of Guelph, it is agreed that in situations whereby a Sessional Lecturer is employed to lead an undergraduate degree credit course that is determined by the University to be a "reading course", the following terms and conditions will be applicable. It is agreed that it is at the sole discretion of the University whether or not the reading course will be made available as a Sessional Lecturer work assignment.

It is agreed that, due to the nature of assignment of reading course instructors, the posting provisions of Article XI shall not apply; however, Departments shall be required to provide reasons for a Sessional Lecturer not being appointed to a particular reading course work assignment. Such reasons shall be provided in writing to Employee Relations, who in turn shall provide such reasons to the Union. Appointments to reading courses will be made in accordance with Clause 11.07, with appointment letters indicating that the work assignment is a reading course.

It is agreed that Sessional Lecturers appointed to a reading course shall be compensated in accordance with the provisions of Letter of Understanding #1, that is, at the appropriate pro-rated work assignment percentage, as determined by the Department. The pro-rating, by the department, shall be based on either the percentage of workload (based on a full semester work assignment) or the percentage of time (based on a full semester). At the request of either Party, a meeting shall be convened to discuss the specific course(s) and implementation arrangements.

It is further understood that the Seniority provisions of Article XX, are applicable to reading course Sessional Lecturers.

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

On behalf of the
University of Guelph

On behalf of the Canadian
Local of Public Employees
Local 3913 (Unit# 2)

Andrew M. Leitch
Nancy Alderson
Joan Thomas
Alan Van der Kraak
Susan Eves
Bul for

Upton Li
A. Lee-Dadswell
R. Tolles
Will Hornish
Brian Hill
Amit Khorra
F. aldaoud
Wintcombe
Christen Schmader.
Zygin
B.
toni Perry

Letter of Understanding #9 - Collective Agreement Renewal

March 4, 2003

Geoff Lee-Dadswell, Chair
Canadian Union of Public Employees
Local 3913 Unit #2

Dear Geoff:

This letter confirms that the University will be prepared to commence negotiations for a renewal Collective Agreement with CUPE 3913, Unit #2 no later than three (3) months prior to the expiry on August 31, 2005.

Sincerely,

Bul for

Brendan Soye
Manager, Employee Relations

**Letter of Understanding #10 -
International Day of Mourning**

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

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

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

On behalf of the
University of Guelph

On behalf of the Canadian
Local of Public Employees
Local 3913 (Unit# 2)

Handwritten signatures:
Nancy Alderson
Joan Proctor
Allen Van der Kraak
Susan Evers
D. J. [unclear]

Handwritten signatures:
Lynn [unclear]
A. [unclear]
R. [unclear]
Walt [unclear]
Tom [unclear]
Amit [unclear]
F. [unclear]
L. [unclear]
Christina [unclear]
E. [unclear]
[unclear]
Tom [unclear]

Statement on Quality of Education

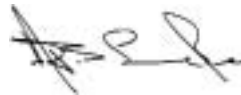
Mr. Geoff Lee-Dadswell, Chair
Canadian Union of Public Employees
Local 3913 Unit #2

Dear Geoff,

RE: Statement on Quality of Education

The University of Guelph is committed to the highest standards of pedagogy, to the education and well-being of the whole person, to meeting the needs of all learners in a purposefully diverse community, to the pursuit of its articulated learning objectives, to rigorous self-assessment, critical inquiry, and active learning. Its aim is to serve society and to enhance the quality of life through scholarship. To this end, the members of CUPE 3913 Unit #2 are an integral and valuable part of this pursuit.

Yours sincerely,



A.J. Summerlee
Provost & Vice-President (Academic)

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

On behalf of the
University of Guelph

On behalf of the Canadian
Local of Public Employees
Local 3913 (Unit# 2)

Michael M. Smith
Nancy Alderson
Joan Thomas
Glen Van der Kraak
Susan Evers
Paul Fox

Upton Zin
A. Lee - Pedenell
R. Johns
Will Hammett
Barn Hill
Amit Karsa
S. aldaoud
L. J. [Signature]
L. J. [Signature]
Christen Schneider
[Signature]
[Signature]
Loni [Signature]