

Union Agreement
between
The University of Waterloo
and
The Canadian Union of Public Employees
C.L.C. Local 793

Effective July 1, 1988

AGREEMENT

This Agreement is entered into at Waterloo,
Ontario effective on the 1 st day of July, 1988.

By and Between:

University of Waterloo (at Waterloo, Ontario)
(hereinafter called the University and/or the
employer)

and

**Canadian Union of Public Employees, C.L.C.,
and its Local, 793** (at Waterloo, Ontario)
(hereinafter called the Union)

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Article 1

Recognition and Scope

1. The University approves and recognizes the Union as the sole bargaining agent for all regular employees (as defined in clause 2a) of the Plant Operations department and of the Food Services department save and except the following staff:
 - a. In the Plant Operations department - foremen, technicians, draftsmen and office staff;
 - b. In the Food Services department - Head Supervisor and those above the rank of Head Supervisor, technical employees, clerical employees and office staff.
2. The word "Employee" or "Employees" whenever used in this Agreement will apply only to regular employees as defined in Clause (1) above and in Clause (2a) below and will not apply to temporary employees, part-time employees, or seasonal employees, as defined in 2(b), 2(c) and 2(d) below:
 - a. **Regular** - any employee who continuously works in excess of twenty-two (22) hours per week and whose appointment is for more than twelve (12) months in any single period of employment.

- b. **Temporary** - any employee who normally works in excess of twenty-two (22) hours per week but who works not more than twelve (12) months in a single period of employment. In any circumstances where such temporary employee has worked for ten (10) consecutive months in a given position, that position will be advertised in accordance with Article 33 and a candidate will be selected to fill the position by the end of the twelve month period specified herein.
- c. **Part-Time** - any employee who normally works twenty-two hours per week or less regardless of the duration of employment.
- d. **Seasonal** - any employee who accepts employment of a seasonal nature such as is normally performed by the University during the summer months.

- 3. The University acknowledges that no Supervisor shall perform work on any job within the Bargaining Unit.

The foregoing is not meant to preclude work performed for the purposes of instruction, experimentation, or in emergencies when regular employees are not available.

- 4. It is agreed that Clause (3) will not apply to those supervisory and technical personnel whose normal duties traditionally necessitate periodic work participation.

5. There will be no reduction in the hours worked by regular employees (as defined in 2a) until management has given full consideration to the feasibility of a reduction in the hours worked by part-time employees (as defined in 2c).
6. Wherever the masculine is used in the Agreement it shall be considered as though the feminine had been used when the interpretation of the meaning of the clause so requires.
7. Wherever the term "Director of the Department in which the employee works " is used in this Agreement it will refer, in the case of Plant Operations to the Director of Plant Operations, and in the case of Food Services to the Director of Food Services.

Article 2

Management's Rights and Reservations

1. It is understood and agreed that all managerial rights of the University, hitherto exercised by the University, shall be reserved to it except to the extent herein limited; and without intending to restrict the generality of the foregoing, the Union acknowledges that it is the exclusive function of the employer to:

- a. generally manage and operate the University of Waterloo.
- b. maintain order, discipline and efficiency.
- c. establish and enforce rules and regulations, not inconsistent with the provisions of the Agreement, governing the conduct of the employees.
- d. hire, promote, demote, transfer, or suspend or otherwise discipline or discharge any employee, subject to the right of the employee to lodge a grievance in the manner and to the extent herein provided; exercised in a manner consistent with the provisions of this Agreement.

Article 3

Strikes and Lock-Outs

The Union agrees that there will be no strikes, slowdown, or suspension of work, picketing, or other collective action which will stop, curtail, interfere with, or affect work in the operation of the University, and that in the event of any such action taking place, the Union will instruct the employees involved to return to work and perform their usual duties and, if necessary, to resort to the Grievance Procedure established

herein.

2. The University agrees that there shall be no lockout of employees.

Article 4

Relationship

1. It is agreed that there shall be no discrimination, interference, restraint, coercion, or intimidation exercised or practiced upon any employee by the University or by the Union on the grounds of any of the factors set forth in the Ontario Human Rights Code, nor by reason of his membership or non membership in the Union.
2. It is agreed that there shall be no solicitation of members or employees, collection of dues, or other Union activities on the premises of the University during working hours except as permitted by this Agreement.
3. The University agrees that the business agent or other representative of the Union shall be given the opportunity of interviewing each new regular employee in this bargaining unit once, prior to the completion of thirty (30) days employment for the purpose of informing such employee of the existence of the Union at the

University, and to ascertain if the employee desires to become a member.

4. The employer agrees to make new employees aware that a collective agreement is in effect and agrees to advise the employee of the conditions of employment as specified in Article 5 (Union Security and Dues Check-off).
5. The employer agrees to make available to the Secretary of the Union a sufficient number of printed copies of the Collective Agreement (in book form) so as to provide a copy to each of the employees in the bargaining unit.
6. As soon as possible after a new employee reports to work, his Supervisor shall introduce him to his Union steward.

Article 5

Union Security and Dues Checkoff

1. It is agreed that employees who are now members or hereafter become members of the Union shall maintain their membership in the Union during the term of this Agreement.
2. It is agreed that all **REGULAR** bargaining unit employees (as defined in Article 1, clause 1) will be required to pay to the Union, dues (or

the equivalent amount) as a condition of continued employment. The University agrees to obtain a signed deduction authorization for the Union dues (or equivalent amount) at the time of completing employment sign-up procedures for all new regular employees.

3. The University agrees to deduct from twenty-four (24) pays each year an amount equal to one half (1/2) of the monthly Union dues (or the equivalent amount) for all such regular employees.

Such deductions from a **REGULAR** bargaining unit employee will commence from the first pay in which such employee received remuneration for a complete two week period and shall continue throughout his employment in the bargaining unit as outlined in the foregoing paragraph.

Inasmuch as such deductions are made from regular employees on twenty four (24) pay periods each year (as outlined above) there are two (2) pay periods each year from which no such deductions are made. It is agreed that the initial deduction from a new regular employee will not occur on such pay period.

It is also agreed that no regular bargaining unit employee will be eligible for membership or will become a member of Local 793 of the Canadian Union of Public Employees until completion of the probationary period specified

in Article 7 (Seniority).

It is further agreed that only those regular employees who have completed the probationary period will have recourse to the grievance procedure outlined in this Collective Agreement.

4. The University agrees to deduct from the wages of each TEMPORARY employee (as defined in Article 1, clause 2b) who regularly works thirty-five (35) hours or more per week the same Union dues (or equivalent amount) as that paid by each "regular" bargaining unit employee.

Such deductions for temporary employees will commence on the first pay following completion of two (2) full weeks of employment providing that pay is one from which union dues (or equivalent amount) for regular full time employees is also deducted. Otherwise the initial deductions will occur on the pay following.

Such deductions shall continue thereafter throughout such a period of temporary employment.

It is agreed that the temporary employee's right to the grievance procedure as outlined in the Collective Agreement will be limited exclusively to working conditions.

5. The total amount deducted in accordance with the foregoing will be remitted by the University by cheque addressed to the Treasurer and made payable to the Canadian Union of Public Employees, Local 793, by the fifteenth (15) day of the month following the month for which the deductions have been made, accompanied by a list of the employees from whose wages deductions have been made. A copy of the list shall be forwarded by the University to the National Headquarters of the Canadian Union of Public Employees.
6. It is agreed that the name and current mailing address of each person who, in accordance with this article, is obligated to pay Union dues (or the equivalent amount) will be provided to the Treasurer of Local 793 immediately upon employment of such person.
7. It is agreed that **PART-TIME** and **SEASONAL** employees (as defined in Article 1, clauses 2c and 2d) have no recourse to the grievance procedure outlined in this collective agreement.

Article 6

Representation

1. The University acknowledges the right of the Union to appoint or otherwise select from the qualified members of the bargaining unit not more than fourteen (14) stewards. It is intended that each of these stewards will represent a specified group of employees as hereunder defined:

Five Stewards Custodial Group

Two Stewards Plant Operations Workshops

Two Stewards Plant Operations - Grounds Section

One Steward Plant Operations - Central Plant

Two Stewards Food Services - Student Village Facilities

Two Stewards Food Services - Other Than Student Villages

It is further intended that the steward will represent the specified group of employees from time to time in discussions and dealings with the Union Committee in connection with any matter which may properly arise from the

provisions of this Agreement during the term thereof.

Wherever possible the steward representing a specified group of employees will be an employee who is usually assigned to that physical area which he represents.

The Union agrees to advise the University immediately of the names of stewards and of the respective group of employees represented by the steward.

2. For the administration of this Contract, it is agreed that the University will deal with the Union Executive Officers.

For the purpose of negotiating any subsequent Union Contract following expiry of this agreement the Union Bargaining Committee will consist of a total of not more than seven (7) employees duly appointed by the Union, including the President of the Local Union. The Union agrees to advise the University, prior to negotiations of the names of the representatives on the Union Bargaining Committee.

3. The union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with the University.

4. It is agreed that the Stewards, Union Executive, or Union Bargaining Committee members appointed or otherwise selected shall have been continuously in the employ of the University for at least six (6) months prior to their appointment unless otherwise mutually agreed.

5.

a. It is agreed that, as far as possible, meetings between the University and the Union Executive pursuant to the provisions of this Agreement shall be arranged at a time mutually agreed upon by both parties.

Both parties will attempt to arrange such meetings to take place during the normal day shift working hours.

Any representative of the Union, who is in the employ of the University shall, if granted time off his regular work period with pay to attend such meetings, be paid for such time off at his regular rate but in no case shall wages of an employee be increased for the day beyond the amount which he would normally have received had there been no meeting.

b. The Union acknowledges that Stewards and Union Officers have regular duties to perform on behalf of the University and such persons will not leave their regular

duties without first receiving permission from their Supervisor which shall not be unreasonably withheld. They shall state their destinations to the Supervisor together with their reasons for going and the approximate time necessary to conclude such union business. They shall report again to their Supervisor at the time of their return to their regular place of employment.

6. In the event of either party wishing to call a meeting for the purpose of discussing employment - management relations or matters of mutual concern in the interpretation of this contract, the Director of Personnel of the University and/or the Union Secretary shall be notified in writing.

The said meeting shall be held at a time and place that shall be fixed by mutual agreement.

The said meeting will be held within seven (7) working days following delivery of said notice in writing, except when an extension to this period is mutually agreed upon by both parties.

Article 7

Seniority

- a. An employee will be considered to be on probation and will not acquire seniority until after he has actually worked seventy (70) full working days exclusive of overtime.

Upon completion of the probationary period the employee will be considered to be a regular employee of the University.

The seniority date will then be recorded as that date on which the employee initially commenced employment as a regular employee in the bargaining unit.

- b. At any time during the probationary period the employment of the individual on probation may, at the sole discretion of the University, be terminated for any cause which the University considers to be just and sufficient to warrant the termination and such probationary employee will not have recourse to the grievance procedure.

2. An employee will be struck from the seniority list and from all other rolls of the University, unless reversed by Arbitration if:

- a. he voluntarily quits the employ of the University;
- b. he is justifiably discharged;
- c. he has been laid off for more than twelve (12) consecutive months;
- d. following a layoff, he fails to advise the University within three (3) days of receipt of notice to return to work, of his intention to return, or fails to report to work on the date and at the time specified in the said notice, which shall be made in writing and delivered by registered mail to the last address given by the employee to the University.

The date and time indicated in such notice will, in all cases, take into consideration registered mail delivery plus the three (3) day period outlined in this clause.

3.

- a. an employee will be struck from the seniority list and from all other rolls of the University if he is absent for two (2) consecutive working days without notifying his Supervisor, giving reasons for his absence and indicating his intention to return to work.

- b. An employee will be struck from the seniority list and from all other rolls of the University if he is absent for more than two (2) consecutive working days without a reason which is satisfactory to management.

It is agreed that this clause shall not be used in a discriminatory or arbitrary way.

- 4. It shall be the duty of the employee to notify the University promptly of any change of their address. If any employee shall fail to do so, the University will not be responsible for failure of notices to reach the employee.

5.

- a. Bargaining unit employees in the **Plant Operations Department** will accrue and exercise seniority only within that department. Seniority shall be based upon the length of service of each employee within that department.
- b. Subject to Clause 6 bargaining unit employees in the **Food Services Department** will accrue and exercise seniority only within that department. Seniority shall be based upon the length of service of each employee within that department.

- c. For purposes of applying for promotion or transfer only, the accrued seniority of the applicant on a total bargaining unit basis shall be applied, in accordance with clause 6 and with clause 7 of this article for the purposes of selecting a candidate.
 - d. If the promotion or the transfer results in movement from one department to the other department the individual so moving will carry his "seniority accrued to date" into the new position.
- 6.
- a. All regular **Food Services employees** (as defined in Article 1, Clause 1) who regularly work in the student village facilities will accrue seniority within that single working group.
 - b. All regular **Food Services employees** (as defined in Article 1, Clause 1) other than those in the student village facilities working group will be considered as one working group and will accrue seniority within that group.
 - c. Employees in either of the two groups described in 6(a) and 6(b) will have the right to apply for any position in a higher grade in the other group only where the duration of such position is expected to exceed three (3) consecutive months.

- d. Where the open position (as defined in 6 (c)) is expected to have a duration of three (3) consecutive months or more, any movement of an employee from one group to the other will be subject to the mutual consent of Union and Management.
 - e. Where an employee is assigned to any position subject to Clause 6 (d) he shall retain all seniority accrued in his previous position and shall continue to accrue total seniority in the new position.
 - f. Nothing in the foregoing clauses prohibits Management from assigning an employee in either seniority group to a temporary opening in the other group.
7. Both parties recognize the principle of promotion within the bargaining unit. In promotions, demotions, layoffs, recalls and lateral transfers from one classification to another having the same rate of pay, the following factors shall be considered:
- a. Seniority standing of the employee involved:
 - b. Knowledge, efficiency, acceptable attendance record and ability of the employee to perform the normal duties of the job.

When factor (b) is relatively equal factor (a) shall govern.

8. Employees promoted or awarded new positions, other than supervisory positions, shall be given a reasonable time but in any case not less than four (4) weeks and not necessarily more than eight (8) weeks to prove their ability. If they fail to prove such ability to perform the new duties they shall be returned to their former position at the prevailing wage rate for that position and without loss of seniority.
9. Temporary full-time employees who accept regular employment will have their service for seniority purposes dated from the "effective date" shown in the appointment letter which changed the status of the employee to regular full-time.
10. Insofar as it is practicable to do **so** in the **Plant Operations Department** the University agrees to give first consideration to the seniority standing of employees when assigning such employees to continuous shift assignments. This will not apply in sections where shift assignments are on a rotating basis such as Central Plant.
11.
 - a. In the event of a layoff in the **Plant Operations Department** employees shall

be laid off in the reverse order of their seniority providing a more senior employee retained in the employ of the Department has skills and training necessary to perform the work normally performed by the employee to be laid off, and is available to perform such work.

- b. Employees to be laid off will be notified of such action not less than ten (10) working days prior to the layoff date except in circumstances as defined in Article 12, clause 1 (c).
- c. Laid off employees shall be recalled in the order of their seniority providing they have the qualifications necessary to perform the duties of the position to which they are being recalled.

12.

- a. For annual seasonal layoffs within either of the seniority groups described in 6 (a) and 6 (b) where the layoff is expected to have a duration of less than five (5) months, the personnel within that group will be notified of such impending layoff not less than five (5) working days in advance of such layoff.
- b. In the event of a layoff in the Food Services Department, the duration of which is expected to be of five (5) months or greater, employees shall be laid off in the reverse

order of their seniority providing a more senior employee retained in the employ of the Department has skills and training necessary to perform the work normally performed by the employee to be laid off, and is available to perform such work.

c. Employees to be laid off for any period of five (5) months or greater will be notified of such action not less than ten (10) working days prior to the layoff date.

d. Laid off employees shall be recalled in the order of their seniority providing they have the qualifications necessary to perform the duties of the position to which they are being recalled.

13. For any layoff of five (5) working days or less seniority rights will be exercised only within the shop section or work section in which the layoff occurs.

14. When any regular employee is laid off due to a reduction in complement in his department and when such layoff is expected to have a duration of one year or more such laid off employee shall, notwithstanding other clauses in this article, have the right to exercise his seniority in either an equivalent job classification or a lower job classification in either of the two Departments represented in this Collective Agreement provided he has the skills and training necessary to perform the

duties of the employee who is thus displaced.

15. The employer shall develop a seniority list for the employees defined in Clause 5a (Plant Operations Department employees) showing the date upon which each employee's service commenced in that department. The employer shall further develop a seniority list for each of the two seniority groups defined in Clause 6 (Food Services Department employees) showing the date upon which each employee's service commenced in the (Food Services department.) An up-to-date copy of each of the above-mentioned seniority lists shall be sent to the Union and posted on specified bulletin boards in January and July of each year. After such posting, the list shall become final with respect to the employees designated therein except as to any employee who has disputed the accuracy of his seniority date within thirty (30) days after the lists are posted.
16. The appointment or selection of employees for supervisory positions or for any positions not subject to the provisions of this Agreement is not covered by this Agreement. However, if an employee covered by this Agreement is so transferred or appointed and later is transferred back to a position which is governed by this Agreement, the seniority which he had at the time of transfer from the bargaining unit shall be credited to his seniority standing upon re-entry to the bargaining unit.

Article 8

Remuneration

1. The University agrees to pay and the Union agrees to accept the schedule of job classifications and wage rates attached hereto as Wage Schedule I and Wage Schedule II for the term of this Agreement (as defined in Article 35).
2. When an employee is temporarily assigned to a position having a lower rate of pay than his regular position, his rate of pay shall not be reduced during such temporary assignment. It is understood that this clause does not apply to any situation when the downward assignment has been as a result of a layoff within the Bargaining Unit.
3. When an employee is temporarily assigned to a position having a higher rate of pay than his regular position, and such assignment is in excess of three (3) consecutive hours, he shall be paid at the higher rate of pay for the entire time served in such higher assignment.

Article 9

Payment of Wages

The University agrees to pay wages every other Friday - twenty-six (26) pays per year - in accordance with Wage Schedule I and Wage Schedule II attached hereto and forming part of this Agreement. Payment shall be in the form of a cheque made payable to the employee or in the form of a bank deposit to the credit of the employee's account in his bank. An itemized statement of the employee's wages and deductions shall be issued to each employee every pay day.

2. In the matter of vacation pay, an employee giving at least four (4) weeks notice in writing to the Director of the Department in which he works will receive payment for his annual vacation period prior to the commencement of the vacation period and in no case shall the payment or vacation period exceed that as specified in Article 14 of this Collective Agreement.

Article 10

Hours of Work and Overtime

PART A

This part applies to all bargaining unit personnel except Central Plant Shift Work personnel.

1. The normal daily hours of work for all classifications shall be eight (8) hours per day. It is agreed, however, that due to the nature of the Food Services operation some regular employees may be scheduled to work less than eight (8) hours per day.
2. The normal work week for all classifications, except Central Plant personnel and Food Services personnel shall be five (5) days per week, Monday through Friday, to total forty (40) hours per week.
3. It is agreed that the weekly hours of work for all shift work personnel in the Custodial section of the Plant Operations department will include a set of hours on the fifth work day of the week which do not necessarily coincide with the hours of work for the initial four days of the week. The purpose of such schedule is to permit optimum weekend periods for this group of personnel.

It is further agreed that no overtime premium will be provided for any hours of work beyond the eight (8) hours in any one day, as specified in Clause 1 of this article, when such excess hours of work occur as a result of the modified work schedule.

4. The normal work week for Central Plant personnel and Food Services personnel shall be five (5) days per week for a total of forty (40) hours per week.
5. It is agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to days of work per week, nor as a guarantee of working schedules.
6. It is agreed that the University has the right to assign overtime work to any employee in the bargaining unit. Such employee will be expected to work the assigned overtime except in a case of established and proven personal need which would, in the opinion of management, justify the employee not complying.
7. In the event that an employee finds it impossible to report for scheduled overtime work to which he has earlier been assigned, he shall be obligated to advise his supervisor or, in the case of Central Plant personnel, his shift engineer of this circumstance prior to the time

which he is scheduled to perform such overtime work.

8. Overtime, for the purpose of this Agreement, shall be defined as all time worked beyond the normal day of eight (8) hours or beyond the normal work week of forty (40) hours.
9. Such overtime shall be paid at the following rates for all classifications except Central Plant Shift Work personnel and Food Services personnel:
 - a. any hours worked in excess of eight (8) hours in a scheduled work day - time and one half
 - b. any hours worked on Saturday - time and one half
 - c. any hours worked on Sunday - double time
10. Such overtime shall be paid at the following rates for all **Food Services Department** personnel:
 - a. Any hours worked in excess of eight (8) hours in a scheduled work day - time and one half.
 - b. In any schedule where the two (2) consecutive scheduled days off are actually Saturday and Sunday, any overtime hours worked on the Saturday will be paid at one

and one half times the regular hourly rate and any overtime hours worked on the Sunday will be paid at double the regular hourly rate.

- c. In any schedule where the two scheduled days off in a work week, (as defined in clause 15) are other than the Saturday - Sunday combination described in (b) above any overtime hours worked on the first scheduled day off (equivalent of Saturday) will be paid at one and one half times the regular hourly rate and overtime hours worked on the second scheduled day off (equivalent of Sunday) will be paid at double the regular hourly rate.

11. Any overtime worked beyond eight (8) consecutive hours of overtime will be paid at double time.

12. Overtime shall be calculated on the employee's normal straight time base rate.

13.

- a. Any assignment of overtime immediately prior to or immediately following the regular shift of the employee will be for a minimum period of thirty (30) minutes.
- b. Any assignment of overtime during hours apart from the regular shift of the employee will be for a minimum period of two (2)

hours.

- c. Any employee who is not a Central Plant Shift worker, may request time off in proportion to pay earned for overtime worked (i.e. 1.5 hours off for each hour worked at time and one-half; 2 hours off for each hour worked at double time). Said time off must be scheduled at a time mutually agreed upon by management and employee and taken within sixty (60) days of the overtime worked.
14. It is agreed that each departmental Director will periodically review the overtime being worked within the various sections of that department to observe the distribution of such overtime.
15. For the purposes of defining regular hours of work and overtime payment eligibility, the work week for all employees is defined as that period beginning at 00:01 a.m. Sunday morning and ending at 24:00 hours (midnight) the following Saturday.
16. Any employee who is assigned to work overtime subsequent to his normal hours of work will receive, after having worked four (4) consecutive hours of overtime, a meal allowance of not more than \$6.00.

Any employee eligible for a meal allowance will be expected to obtain such meal in the

University of Waterloo Food Services facilities whenever any major Food Services facility is open.

PART B

This part applies to Central Plant Shift Work personnel.

1. The normal daily hours of work for Central Plant Shift Work personnel shall be twelve (12) hours per day. Any Central Plant employee may be assigned to shift work as required.
2. The normal work week for Central Plant Shift Work personnel shall be in accordance with a twelve-hour shift work schedule.
3. It is agreed that the provisions of this Part B of Article 10 are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours per day nor as to days per week, nor as a guarantee of working schedules.
4. It is agreed that the University has the right to assign overtime work to any employee in the bargaining unit. Such employee will be expected to work the assigned overtime except in a case of established and proven personal need which would, in the opinion of management, justify the employee not complying.

5. In the event that a Central Plant Shift Work employee finds it impossible to report for scheduled overtime work to which he has earlier been assigned, he shall be obligated to advise his shift engineer of this circumstance prior to the time which he is scheduled to provide such overtime work.
6. Overtime as applied to Central Plant Shift Work personnel shall be defined as all time worked beyond the twelve hours in a scheduled work day or beyond eighty (80) hours in any two calendar weeks of the schedule referred to in clause 2 above.
7. Overtime shall be paid at the following rates for all Central Plant Shift Work personnel.
 - a. any hours worked in excess of twelve (12) consecutive hours - time and one half.
 - b. any hours worked in excess of eighty (80) hours in any two calendar weeks of the schedule referred to in clause 2 - time and one half.
 - c. any hours worked on the scheduled days off in the schedule referred to in clause 2 will be paid as follows:
 - i. for any hours worked on the first day of any consecutive scheduled days off in a given calendar week - time and one half.

- ii. for any hours worked on the second day of any consecutive scheduled days off in a given calendar week - double time.
 - iii. any overtime worked beyond eight (8) consecutive hours of overtime will be paid at double time.
8. Overtime shall be calculated at the employees normal straight time base rate.
- 9.
- a. Any assignment of overtime immediately prior to or immediately following the regular shift of the employee will be for a minimum period of thirty (30) minutes.
 - b. Any assignment of overtime during hours apart from the regular shift of the employee will be for a minimum period of two (2) hours.
10. For purposes of defining regular hours of work (as per the schedule referred to in clause 2), for overtime eligibility, and for the weekend premiums referred to in Article 11, clause 5, the work week for all Central Plant Shift Work personnel is defined as that period commencing at 08:01 a.m. Sunday morning and ending at 08:00 a.m. the following Sunday.
11. It is agreed that in any circumstances where a stationary engineer who normally works on the

day shift is assigned to Central Plant Shift
Work schedule such engineer will be:

- a. Given a minimum of twenty-four (24) hours notice prior to such change or
 - b. be reimbursed at one and one half times the normal rate for the initial shift of the new schedule Monday through Friday.
12. Any employee who is assigned to work overtime subsequent to his normal hours of work will receive, after having worked four (4) consecutive hours of overtime, a meal allowance of not more than \$6.00.

Any employee eligible for a meal allowance will be expected to obtain such meal in the University of Waterloo Food Service facilities whenever any major Food Services facility is open.

Article 11

Shift Work

1. Shifts, for the purpose of this Agreement, shall be defined as follows:
 - a. Day shifts shall be those shifts in which the major portion of hours worked occurs

between 6:00 a.m. and 6:00 p.m.

- b. Evening shifts shall be those shifts in which the major portion of hours worked occurs between 6:00 p.m. and 12:00 midnight.
 - c. Night shifts shall be those shifts in which the major portion of hours worked occurs between 12:00 midnight and 6:00 a.m.
2. A shift premium of forty-two (42) cents per hour effective July 1, 1988 and forty-five (45) cents per hour effective July 1, 1989, will be paid for any hours worked by an employee (other than Central Plant Shift Work employees) on any regular evening shift or on any regular night shift, Monday through Friday.
 3. A shift premium of forty-two (42) cents per hour effective July 1, 1988 and forty-five (45) cents per hour effective July 1, 1989, will be paid for any hours worked by a Central Plant Shift work employee on a regular scheduled shift during the hours of 00:01 to 08:00 and the hours of 16:00 to 24:00, Monday through Friday.
 4. It is agreed that shift premiums will not be paid for any hours during which the employee is receiving overtime premium as defined in Article 10 of this Agreement or for any hours during which the employee is receiving weekend premium described in clause 5 below.

5. Central Plant Shift Work personnel required to work weekend shifts shall receive, in addition to the regular straight time earnings, a premium of one half straight time earnings during all hours worked between the commencement of the day shift Saturday to the conclusion of the Sunday night shift which ends on Monday morning.
6. It is agreed that there shall be no splitting of shifts.

Article 12

Minimum Hours

1. In the event that an employee reports for work within the first half hour of his regular shift, without having been notified not to report, he will be given a minimum of four (4) hours work at his regular rate of pay or, if no work is available he will be paid the equivalent of four (4) hours at his regular rate in lieu of work. This obligation shall not apply in the following circumstances:
 - a. When the employee has been absent from work and has failed to notify the University at least the day before of his intention to return to work.

- b. When the employee fails to keep the University informed of a telephone number through which a message can be left for the employee.
 - c. When the lack of work is due to power shortage or power failure, fire, flood, powerhouse breakdown, or in other circumstances beyond the control of the University.
2. In the case of call-out emergencies, employees shall be paid at the applicable overtime rate for the hours worked and the minimum pay shall be four (4) hours at the applicable overtime rate.

Provisions of this clause are understood not to apply to hours worked immediately after the regular shift, or to pre-scheduled overtime.

Article 13

Paid Holidays

- 1.
- a. The following days will be recognized as "paid holidays":

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day	

- b. In addition to those days specified above the University will designate not less than two (2) days and not more than three (3) days which will also be recognized as "paid holidays" in any given calendar year.
 - c. During the 1988 calendar year and the 1989 calendar year the foregoing "paid holidays" will be scheduled, so as to permit six (6) consecutive "paid holidays" during the 1988 and 1989 Christmas period.
2. The foregoing holidays will be granted with pay at the employee's regular rate of pay for his normal number of working hours, to a maximum of eight (8) hours, provided the employee works his full regular shift immediately preceding and immediately following such holiday unless excused by the Director of the Department in which he works.
 3. When any of the above-noted "paid holidays" fall on Saturday or Sunday and are not proclaimed as being observed on some other day, the preceding Friday or the following Monday shall be deemed to be holidays for the purpose of this Agreement.

4. If any of the "paid holidays" designated in clause 1 of this article are observed by the University on days other than the traditional calendar date, then such observed day will be considered the paid holiday for purposes of time off and payment of premium.
5. Each employee required to work on any "paid holiday" defined in clause 1 of this Article shall receive, in addition to any straight time holiday pay for which he qualifies, double time for all hours which he works.
6. In any circumstances where a regular employee who has been on layoff for several weeks is recalled to work on a three day weekend which includes a paid holiday such employee will be paid for the "paid holiday" in accordance with clause 5 above.

Article 14

Vacations

1. For purposes of this Agreement the following definitions will be used in establishing an employee's vacation entitlement.
 - a. **Vacation Credits** are the number of normal working days which the employee is entitled to take in the form of paid vacation. Such

vacation credits will be accrued through the portion of the year during which the employee was actively employed with, and received remuneration from the University.

- b. **Vacation Credit Year** is a period from July 1st one calendar year through June 30th of the following calendar year and during this period the employee accrues "vacation credits" to be taken in the subsequent 12 month period.
- c. **Vacation Year** is the 12 month period (July 1st through June 30th) in which "vacation credits" accrued during the previous "vacation credit year" are taken in the form of paid vacation.

Vacation credits which have been accrued may also be taken during the final two months (i.e. May 1st through June 30th) of the "vacation credit year" in which such credits are accrued. For purpose of definition however, this two month period shall not be considered to be part of the "vacation year".

- 2. Wherever "vacation credits" are taken in the form of paid vacation by Central Plant Shift Work personnel, each calendar week off on vacation will be considered as five (5) days vacation credit (40 hours) regardless of the schedule referred to in Article 10 Part B of this Collective Agreement.

3.

- a. A regular bargaining unit employee shall be entitled to his "accrued vacation credits" with pay at his regular rate of pay exclusive of shift premiums to a maximum period, subject to clause 1 (a), as shown on the following chart, The amount of vacation to which an employee is entitled will be based on his accumulated service with the University of Waterloo as of June 30th of the "**VACATION CREDIT YEAR.**"

<i>Vacation Credit</i>	<i>Length of Vacation</i>
Less than 12 months	1/12 x 10 x months worked
After 1 year	2 weeks + 1 day
After 2 years	2 weeks + 2 days
After 3 years	2 weeks + 4 days
After 4 years	3 weeks
After 5 years	3 weeks
After 6 years	3 weeks + 1 day
After 7 years	3 weeks + 2 days
After 8 years	3 weeks + 3 days
After 9 years	3 weeks + 4 days
After 10 years	4 weeks
After 11 years	4 weeks + 1 day
After 12 years	4 weeks + 1 day
After 13 years	4 weeks + 2 days
After 14 years	4 weeks + 2 days
After 15 years	4 weeks + 3 days
After 16 years	4 weeks + 3 days
After 17 years	4 weeks + 4 days
After 18 years	5 weeks

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After 19 years 5 weeks + 1 day

b. In any circumstances where a Central Plant Shift Work employee is eligible for any of the 1 day, 2 day, 3 day or 4 day pro rata vacation as listed in clause 3 (a) above such employees shall receive that respective entitlement as shown below:

- 1 day vacation entitlement (8 hrs.)
one shift off with 12 hours pay
- 2 days vacation entitlement (16 hrs.)
one shift off with 12 hours pay
- 3 days vacation entitlement (24 hrs.)
two shifts off with 24 hours pay
- 4 days vacation entitlement (32 hrs.)
three shifts off with 36 hours pay

4. Vacations shall be allotted at any time during the calendar year following May 1st of the vacation credit year in which the vacations are earned.

Such vacations will be scheduled by the University in accordance with the seniority standing and with the personal preference of the employee as far as is practicable and possible. However, for purposes of equitably scheduling vacations, any vacation taken by an employee between June 30th and August 31st may be restricted to a period not exceeding two weeks.

Exceptions may be given consideration if a written request is submitted to the Director of the Department in which the employee works and all other circumstances permit.

5.
 - a. If a paid holiday, as listed in Article 13, falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each holiday or he shall be paid for the holiday in accordance with Article 13 clause 2 of this Collective Agreement.
 - b. In any circumstances in which a Central Plant Shift Work employee exercises the option to request the additional day's vacation referred to in 5a above, he shall be granted an additional four (4) hours leave of absence without pay so as to permit one complete twelve hour shift away from work.
6. Employees leaving the employ of the University before completing one year of continuous employment will receive vacation pay in an amount equal to four percent (4%) of the pay received during their periods of employment.
7. Employees who have completed one year or more of continuous employment with the University will, upon termination of employment, receive a payment of wages to

cover any vacation period which may have been accrued and not yet taken as vacation in either the previous vacation credit year ending June 30th, or in the current vacation credit year beginning July 1st.

8. Vacation will normally be taken in amounts of not less than one calendar week. Exceptions may be given consideration if a written request is made to the Director of the Department in which the employee works and all other circumstances permit.

9. Vacation schedules will be posted each year:

a. for Food Services not later than March 15th

b. for Plant Operations not later than April 16th

Such schedules shall not be changed after the posting date unless mutually agreed to by the employee and the employer.

10. An employee, who as a result of illness or accident is hospitalized during his/her scheduled vacation period, may re-schedule that portion of his/her vacation during which he/she was hospitalized. Such re-scheduling will be subject to medical evidence satisfactory to the University's physician. The re-scheduled time of the vacation shall be mutually agreed between the employee and the employer.

Article 15

Grievance Procedure

PART A

Grievance Procedure in PLANT OPERATIONS DEPARTMENT

1. It is understood that an employee has no formal grievance until one or more clauses of this Collective Agreement has been violated with respect to the employee submitting the grievance and until that employee has verbally made his Foreman aware of his complaint. The employee may, if he so desires have his steward present when he advises his Foreman of the problem.
2. While it is agreed in Clause 1 that no formal grievance exists except with respect to specific clauses in this Agreement, it is further agreed that questions regarding interpretation of legislation or of other matters of mutual concern to the parties of the Agreement not covered by specific contract language, while not subject to the grievance procedure described herein, will nevertheless receive consideration through established informal University labour management communication channels.
3. No grievance is valid where the circumstances giving rise to the complaint occurred or

originated more than five (5) full working days prior to the date on which he formally advised his Foreman.

4. If an employee has a complaint which has not been adjusted to his satisfaction by his Foreman, it may be submitted as a formal grievance at step 1 of the grievance procedure within four (4) working days following the decision of his Foreman.
5. The grievance procedure shall be as follows:

Step 1. An employee's grievance which is not settled by the Foreman shall be stated in writing in triplicate on forms provided by the Union and approved by the University. The statement shall be signed by the employee involved and submitted by the said employee to the Supervisor in which the employee works in the presence of his Union Steward and if the employee wishes the Chief Steward.

Step 2. The decision of the Supervisor of the Section in which the employee works shall be made known and stated in writing not later than the end of the sixth (6) working day following the day on which he received the grievance.

Step 3. If the employee is not satisfied with the Section Supervisor's decision and wishes to go to the next step of the Grievance Procedure, he must appeal through the Chief Steward to the Director of Plant Operations

and said notice of appeal must be delivered to the Director of Plant Operations by the end of the seventh (7) working day following receipt by the employee of the Section Supervisor's decision.

Step 4. The Director of Plant Operations shall make known and state in writing his decision by the end of the seventh (7) working day following his receipt of the appeal.

Step 5. If the decision of the Director of Plant Operations is not acceptable to the aggrieved employee and said employee wishes to go to the next step of the Grievance Procedure, he must appeal through the Chief Steward to the Director of Personnel by the end of the fourteenth (14) working day following receipt by the employee of the decision of the Director of Plant Operations.

Step 6. The Director of Personnel shall make known and state in writing his decision by the end of the fourteenth (14) working day following his receipt of the appeal.

Step 7. If the Director of Personnel's decision is not acceptable to the aggrieved employee and the matter is considered to be still in dispute between the University and the Union, it may be taken to arbitration in accordance with Article 16 of this Agreement.

6. Any adjustment arising out of the settlement of an employee's grievance or the grievance of a group of employees under the Grievance or Arbitration Procedure shall not be made retroactive to a date prior to the date upon which such grievance was initially presented.

7. Any and all limits fixed by this article and Article 16 may be extended by written agreement between the Director of Personnel and the President of Local 793, C.U.P.E.

If, however, such extension is not agreed upon, and the Union fails to process the grievance to the next step of the Grievance Procedure within the specified time, the grievance will automatically be considered technically invalid.

8. All decisions arrived at between the employer and the Union shall be final and binding upon each of them and the employee or employees concerned.

9. Any difference arising between the University and the Union as to the compliance of either party with any of its obligations hereunder may be submitted in writing by either party with a request for a meeting between their representatives.

PART B

Grievance Procedure in FOOD SERVICES
DEPARTMENT

1. It is understood that an employee has no formal grievance until one or more clauses of this Collective Agreement has been violated with respect to the employee submitting the grievance and until that employee has verbally made his Supervisor aware of his complaint. The employee may, if he so desires, have his steward present when he advises his Supervisor of the problem.
2. While it is agreed in Clause 1 that no formal grievance exists except with respect to specific clauses in this Agreement, it is further agreed that questions regarding interpretation of legislation or of other matters of mutual concern to the parties of the Agreement not covered by specific contract language, while not subject to the grievance procedure described herein, will nevertheless receive consideration through established informal University labour management communication channels.
3. No grievance is valid where the circumstances giving rise to the complaint occurred or originated more than five (5) full working days prior to the date on which he formally advised his Supervisor.
4. If an employee has a complaint which has not been adjusted to his satisfaction by his Supervisor it may be submitted as a formal grievance at step 1 of the grievance procedure within four (4) working days following the

decision of his Supervisor.

5. The grievance procedure shall be as follows:

Step 1. An employee's grievance which is not settled by the Supervisor shall be stated in writing in triplicate on forms provided by the Union and approved by the University. The statement shall be signed by the employee involved and submitted by the said employee to the Director of Food Services Department in the presence of his Union Steward and if the employee wishes, the Chief Steward.

Step 2. The decision of the Director of Food Services Department shall be made known and stated in writing not later than the end of the sixth (6) working day following the day on which he received the grievance.

Step 3. If the employee is not satisfied with the decision of Director of Food Services Department and wishes to go to the next step of the Grievance Procedure, he must appeal through the Chief Steward to the Dean of Students and said notice of appeal must be delivered to the Dean of Students by the end of the seventh (7) working day following receipt by the employee of the decision of the Director of Food Services Department.

Step 4. The Dean of Students shall make known and state in writing his decision by the end of the seventh (7) working day following

his receipt of the appeal.

Step 5. If the decision of the Dean of Students is not acceptable to the aggrieved employee and said employee wishes to go to the next step of the Grievance Procedure, he must appeal through the Chief Steward to the Director of Personnel by the end of the fourteenth (14) working day following receipt by the employee of the decision of the Dean of Students.

Step 6. The Director of Personnel shall make known and state in writing his decision by the end of the fourteenth (14) working day following his receipt of the appeal.

Step 7. If the Director of Personnel's decision is not acceptable to the aggrieved employee and the matter is considered to be still in dispute between the University and the Union, it may be taken to arbitration in accordance with Article 16 of this Agreement.

6. Any adjustment arising out of the settlement of an employee's grievance or the grievance of a group of employees under the Grievance or Arbitration Procedure shall not be made retroactive to a date prior to the date upon which such grievance was initially presented.
7. Any and all limits fixed by this article and Article 16 may be extended by written agreement between the Director of Personnel

and the President of Local 793, C.U.P.E.

If, however, such extension is not agreed upon, and the Union fails to process the grievance to the next step of the Grievance Procedure within the specified time, the grievance will automatically be considered technically invalid.

8. All decisions arrived at between the employer and the Union shall be final and binding upon each of them and the employee or employees concerned.
9. Any difference arising between the University and the Union as to the compliance of either party with any of its obligations hereunder may be submitted in writing by either party with a request for a meeting between their representatives.

Article 16

Arbitration

1. When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an Arbitrator. Within five (5) full working days thereafter, the other party shall nominate an Arbitrator. The

two Arbitrators shall attempt to select by agreement a third person to be Chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of five (5) full working days, either party may then request the Minister of Labour for the Province of Ontario to appoint a chairman.

2. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
3. In selecting the chairman, preferences shall be given to members of the judiciary in the Province of Ontario but in any case the chairman shall be selected having regard to his impartiality and his qualifications in interpreting contracts and agreements,
4. No matter shall be submitted to arbitration which has not been properly carried through all the steps of the Grievance Procedure.
5. The Board of Arbitration shall not have any power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement as to the meaning of the decision.
6. The proceedings of the Board of Arbitration will be expedited by the parties hereto, and the decision of the majority of such Board will be

final and binding upon the parties hereto and the employee or the employees concerned.

7. The time limit fixed in the Arbitration Procedure may be extended by mutual consent of the parties to this Agreement.
8. Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will equally bear the expense of the Chairman of the Board of Arbitration.

Article 17

Suspension or Discharge

1. In the event that an employee is suspended from active employment and without pay for any reason, the University agrees to advise such employee that he has the right to a union representative present at the time that he is advised of the suspension. The University further agrees to confirm such suspension in written correspondence to the employee with a copy of such correspondence to the Recording Secretary of Local 793 within five (5) working days of such suspension.
2. Whenever a regular employee is to be discharged from employment at the University, the Union will be notified in advance. If the

dismissal notice is to be given verbally to the employee, the Union shall appoint a representative to be present when the dismissal takes place.

3. Should an employee feel that he has been unjustly dismissed, he shall by the end of the fifth (5) working day following the day of dismissal or receipt of written notice, file a grievance in accordance with the procedure in Article 15, except that upon receipt of the reply defined in Step 2 of the Grievance Procedure the employee, if not satisfied with such reply, may then by-pass steps 3 and 4 and submit the grievance through the Grievance Committee to the Director of Personnel by the end of the fourteenth (14) working day following receipt of the reply defined in Step 2 of the Grievance Procedure.

The Director of Personnel after consultation with the appropriate University management personnel, shall make known and state in writing the decision of the University by the end of the fourteenth (14) working day following his formal receipt of the grievance.

4. If the University's dismissal action is found to be unjust and the employee is to be reinstated with any arrangement which may be deemed just and equitable in discussions between the University and the Union or by the Board of Arbitration, if it becomes necessary to refer the matter to arbitration, in no case is the monetary

compensation to exceed the amount which the discharged employee would have earned during normal working hours through the period that he was unable to work at the University because of the discharge action.

5. The record of an employee shall not be used against him at any time after twenty-four (24) months following disciplinary action, including Letters of Reprimand, provided the employee has kept his record clear during such period.

Article 18

Sick Leave

1. The University agrees that the "sick leave" policy, as defined in the University of Waterloo Benefit Plan booklet, as being applicable to job grades up to Service 11 will not be altered through the term of this Agreement except as may become necessary or desirable in response to legislation. The following conditions will apply:
 - a. It is agreed that employees benefitting from "sick leave" will notify their foreman, section supervisor, head supervisor, or shift engineer of the reason for such absence as soon as possible but in no case later than two (2) hours after the regular reporting

time on the first day of absence from work.
The two (2) hour time limit will be waived in situations which make such reporting impossible.

- b. When the duration of illness or other factors result in a change in planned return to work, it is the employee's responsibility to notify his foreman or head supervisor of these circumstances prior to the day on which the employee was expected to return to work.

Any employee who is absent for any period of three (3) days or more due to illness is obligated to keep his section supervisor aware of his physical progress and his approximate date of return to work. Such report will be made at least once per week unless longer reporting intervals are mutually arranged with the section supervisor.

- c. When an employee has been absent for a period greater than thirty (30) calendar days due to a verified, excusable illness or injury it is his responsibility to notify his foreman or section supervisor of his intention to return to work at least five (5) working days before the date of anticipated return.

Any medical certificate validating such absence or confirming the employee's ability to return to his regular position should be submitted to the Personnel

Department.

- d. It is agreed that an employee will be subject to disciplinary action up to and including immediate discharge if he reports off on "sick leave" and there is evidence, other than medical evidence, that such employee was absent from work for reasons other than sickness.
 - e. The University will appoint a physician whose medical opinion, as to the employee's ability to perform his job duties, will be regarded as adequate grounds for excusing absence from work due to illness or injury or adequate grounds for appropriate disciplinary action when in the opinion of the physician no medical evidence of illness exists.
2. For absence of four (4) days or more the employee shall provide a certificate signed by a qualified physician on the form provided by the University. The University may request such evidence for lesser periods providing the employee is allowed reasonable time to obtain the certificate.
 3. The University may require an employee to have a physical examination by the physician designated in Clause 1 (e) of this Article at any time.

4. It is agreed, notwithstanding Clause 1 of this Article, that each employee shall, during his initial probationary period, be eligible for a maximum of three days "sick leave" without loss of normal pay, exclusive of premiums. In any circumstances where an extension of the probationary period is implemented the employee will be eligible, during the period of such extended probation period, for "sick leave" not to exceed (1) one day off each calendar month worked in the extended period. Such additional sick leave will be provided without loss of normal pay, exclusive of premiums.
5. Employees who fail to follow the physician's advice or who neglect the advice of the physician with regard to their illness or injury will be considered to have abused the "sick leave" plan.
6. Should an employee suffer a work related injury or illness which results in compensation from the Worker's Compensation Board the employee shall receive from the University an amount equivalent to the difference between his regular wages, based on normal straight time earnings, and the compensation being provided by the Worker's Compensation Board. The employee shall continue to receive such difference for the number of consecutive days to which he is entitled "sick leave" under the University of Waterloo "sick leave" programme.

Article 19

Absenteeism

If an employee repeatedly fails to report for duty without just cause his employment may be terminated. However, such termination will not occur until the employee has been given a warning in writing regarding the repeated absence and has failed to respond to such warning.

Article 20

Welfare Benefits

1. The following welfare benefits now in effect shall be continued during the term of this agreement for all regular employees who normally work thirty-five (35) hours per week or more. It is further agreed that one or more of these benefits and/or cost sharing arrangements may be amended from time to time subject to Clause 3 of this Article.

a. **“Ontario Health insurance Plan” (OHIP)**

The premium of this plan is shared by the University and the employee.

b. **“Extended Health Care Plan”**

This plan is an insured plan providing for limited payments for additional medical benefits not covered by the Ontario Health Insurance Plan. The total premium of this plan is paid by the University of Waterloo.

c. **“Group Life Insurance”**

The premium of this plan is shared by the University and the employee.

d. **“Long Term Disability”**

The total premium of this plan is paid by the employee.

e. **“Dental Plan”**

The total premium of this plan is paid by the University of Waterloo.

f. **“University Pension Plan”**

This plan is integrated with the Canada Pension Plan and the cost is shared by the University and the employee.

2. It is agreed that the normal retirement date for any employee in the bargaining unit shall be the first day of the month coinciding with or next following the date of attaining age 65.
3. The University agrees to maintain the present quality level of the foregoing benefits but may

find it advisable and/or necessary to implement changes to maximize employee benefits and/or in response to Provincial or Federal legislation, or in response to change in the cost of government sponsored benefits. The University will not necessarily absorb the increase in the cost of coverage.

4. Nothing in the foregoing should suggest that the University takes any responsibility for maintaining the after tax value of benefits or income.
5. All employees of the University of Waterloo are covered by the Worker's Compensation Act of Ontario.

Article 21

Bereavement Pay

1. A Leave of Absence without loss of normal pay, exclusive of premiums, shall be granted to an employee who experiences a death in his immediate family. The immediate family for purposes of this article is defined as: wife, husband, son daughter, father or mother.

Such leave of absence shall be comprised of the four (4) consecutive calendar days immediately following the date on which the

death occurred.

2. A Leave of Absence without loss of normal pay exclusive of premiums, shall be granted to an employee who experiences the death of any one of the following of his relatives: brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepchild or any grandchild.

Such leave of absence shall be comprised of the three (3) consecutive calendar days immediately following the date on which the death occurred.

Such leave of absence may be extended to the fourth (4) calendar day only in cases where the funeral of the deceased is held on the fourth calendar day following the date on which the death occurred.

3. A one day Leave of Absence without loss of normal pay, exclusive of premiums, shall be granted to an employee who experiences the death of any one of the following relatives: brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or legal guardian.

Such leave of absence shall be granted for the purpose of attending the funeral of the deceased and shall be granted only on the day of such funeral.

Article 22

Apprentices

1. It is agreed that the University will maintain an apprenticeship program as a community service and as a means of training skilled employees.

It is further agreed that management, during the term of this Agreement, will review the current complement of certified trades personnel within the Bargaining Unit with the objective of providing a limited number of additional apprenticeship positions.

Both parties to this Agreement understand that any such additional apprenticeship position will not result in any increased cost to the University.

Candidates for any such apprenticeship position will be selected, insofar as is possible and notwithstanding the accumulated seniority of other Bargaining Unit personnel, only from personnel who are already employed in the section in which such apprenticeship position is established.

Candidates will be expected to satisfy management by written test or by other means that they have the qualifications necessary for the open position. A qualified candidate will be

selected for such open position based on:

- a. the merit of the qualifications
 - b. the seniority of the candidate relative to the seniority of other qualified candidates.
2. Wages to be paid apprentices will be at the discretion of the University but, in no case, less than the wage required by the Ontario Department of Labour or more than the journey-man rate for the trade or speciality involved.
 3. Apprentices will be required to fulfill all conditions of the apprenticeship program. Employees who, for any reason, do not complete their apprenticeship programme, or who do not meet the University's normal employment standards may, or may not, be continued as employees of the University, at the discretion of the University.
 4. The University agrees to pay the full cost of benefits, exclusive of pension contributions, during any period that an employee is spending at a trade school recognized by the Ministry of Colleges and Universities Manpower Training Branch.
 5. Any employee who is obligated to write a government prescribed examination to maintain his tradesman status, or to upgrade his tradesman status at the request of the

University, and who finds it necessary to write such examination on a regularly scheduled work day, will be granted a one day leave of absence without loss of normal pay, exclusive of premium, once each calendar year to write such examination.

Article 23

Leaves of Absence

1. Each employee requesting a leave of absence will submit such request, in writing, on the appropriate forms provided by the University. Such request will be submitted in writing to the departmental office manager or departmental secretary for processing. The Director of the department in which the employee works will, in consultation with the employee's supervisor consider such request on the criteria applying to the specific case and will grant or deny the request on the basis of those criteria.

Such written request, in order to receive full consideration, should be submitted at least two (2) months in advance of the time requested and management will provide an answer to each applicant within a reasonable period of time following the date on which the request was submitted.

Any employee being granted a leave of absence of a duration of three (3) months or less will be absent without pay but without loss of seniority.

Any employee being granted a leave of absence of a duration longer than three (3) months will be absent without pay and without any accumulation of seniority beyond that accrued at the date of commencement of the leave of absence.

2. Upon written request, leaves of absence may be granted at the discretion of the University, to such employee or employees who have been selected or appointed to represent the Union at Union functions. In no case will the University permit more than two (2) such employees to be on leave of absence from any one section nor more than a total of four (4) such employees from the entire bargaining unit to be on leave of absence during any given period. Such leave of absence time shall not exceed an aggregate total of sixty-five (65) days for all employees covered by this agreement during any "agreement year" following the anniversary date of the Agreement. The University will be reimbursed by the Union for any pay which an employee receives while on leave covered by this clause.
3. The employer recognizes that some employees may wish to serve in public office. Therefore, upon written request to the Director

of the Department in which the employee works, the employer may grant leave of absence without pay but without loss of seniority so that such employee may be a candidate in a federal, provincial or municipal election.

Any employee who is elected to public office necessitating full time service shall be granted, by the employer, a leave of absence without pay but without loss of seniority for a period of up to one (1) year. Such leave, shall, upon written request to the Director of the Department in which the employee works be subject to renewal each year so long as the employee remains in office, up to a maximum of five (5) consecutive years.

4. At the discretion of the Director of the Department in which the employee works an employee may be granted a brief period of compassionate leave of absence with pay in the case of circumstances indicating special personal need.
5. In the event of a scheduled "swearing in ceremony" for an employee's Canadian citizenship or in the event of the graduation at a convocation ceremony from a degree granting university of the employee, the employee's spouse or the employee's child, the employee will be granted a one-half day leave of absence without loss of normal pay, exclusive of premiums. Such leave of absence

must be arranged with the supervisor at least one week prior to the event, otherwise such request may be refused.

6. Leave of absence without pay and without loss of seniority shall be granted to employees who are serving apprenticeships, to allow them to attend trade schools under a certified apprentice programme as required.
7. Any employee using a leave of absence for purposes other than those outlined at the time of the request shall be subject to disciplinary action including termination of employment.
8. In circumstances where it is necessary to schedule a leave of absence during normal working hours to attend a Doctor or Dentist appointment such appointment will be arranged so that the time away from work will be kept to a minimum.
9. Employees who qualify for welfare benefits under Article 20 will be granted parental leaves for reasons of maternity, adoption, or paternity subject to the provisions and requirements as described in the University of Waterloo Policy and Procedures manual.

Article 24

Voting Time

1. In accordance with the Ontario and Canada Election Acts, employees shall, on election day, be allowed time off for voting and shall be paid for such time.

Article 25

Jury or Witness Duty

1. Employees called for jury or witness duty who are subpoenaed by the Court shall receive an amount equivalent to the difference between their regular pay for normal hours worked and remuneration received for jury or witness duty while serving.

Article 26

Safety

1. It is the University's policy to observe all reasonable precautions and provide necessary safety devices or appliances as required for the protection of its employees in the normal performance of their duties.
2. The University expects and the Union agrees that all employees will observe good safety practices at all times, will comply with any provincial legislation related to safety, and will draw to the attention of the Supervisor any unsafe practices or safety hazard which might be observed.
3. The University agrees that a Safety Committee duly appointed, in compliance with the Occupational Health and Safety Act of Ontario, will be involved in the administration of all applicable safety programs on campus.

Article 27

Rules and Regulations

1. The Rules and Regulations presently posted pertaining to infractions subject to disciplinary action by the employer shall continue to apply.

This in no way restricts the right of the University to publish other Rules and Regulations as may be required.

Article 28

Job Security

1. Should the University find it necessary to contract out work now performed by bargaining unit employees and where such contracting out could result in a lay-off of bargaining unit employees, the University undertakes:
 - a. To meet with the Union not less than sixty (60) days in advance of the implementation of such plan to provide it with adequate opportunity for discussion, input, and suggestion.
 - b. To retain employees displaced thereby, in jobs within the bargaining unit which are

available and for which they are qualified, consistent with the University's obligations to operate in an efficient and economical manner.

2. Should the University introduce new equipment which would result in a layoff of bargaining unit employees, the University will undertake the provisions outlined in Clause 1 (a) and (b) above.
3. In no instance will the employment of a "Temporary" employee create a reduction in the complement of "Regular" employees or result in a reduction in the regular employees regular scheduled hours of work.
4. In no instance will the employment of a "Part-time" employee result in a reduction in the regular hours of work of any employee who is a "Regular" employee as of July 1, 1987.
5. Nothing in the foregoing will, in any way, affect the current practice of the university with respect to seasonal layoffs.

Article 29

Use of University Premises

1. Permission to use University premises for social, recreational, or Union meetings may be granted if properly requested through the office of the Director of the Department in which the employee works and if the desired facilities are available and the meetings or functions are conducted so as not to violate the rules and regulations pertaining to use of the facilities as established by the University.

Article 30

Use of Notice Boards

1. Notice boards or notice board areas set aside specifically for notices pertinent to the Union or to the employees of the Plant Operations department and to the employees of the Food Services department will be established as required.
2. All notices posted on such bulletin boards, other than the weekly list of job vacancies, shall be initialled by a member of the executive of Local 793 prior to being posted and shall be authorized in compliance with University Policy

#2 "BULLETIN BOARDS, TEMPORARY SIGNS, AND NOTICES" prior to being posted.

Article 31

Job Classifications

1. It shall be the right of the University to establish the minimum qualifications required in any classification.

Article 32

New Classifications

1. It is agreed that the University may, at its sole discretion, establish new job categories from time to time. The wage rate for such new job category will be determined in consultation between the University and the Union. If the parties are unable to agree upon a rate of pay for such new job category, such dispute may be submitted to the Grievance Procedure.

Article 33

Job Vacancies

1. When a vacancy occurs or a new job category is created the employer shall:
 - a. Publish in the University "Gazette" or similar publication, on a weekly basis the title of the open position, the prevailing wage rate for that position, the normal hours of work for the open position, and a brief summary of the desired qualifications of applicants.
 - b. Send to the Secretary of the Union, on a weekly basis, a list of all vacancies which might exist at that time.

Article 34

Coffee Breaks

1. There will be a ten (10) minute coffee break in each four (4) hour period.

Article 35

Duration and Modification of Agreement

1. This Agreement ~~will take effect on the first (1) day of July 1988, and shall continue in effect until June 30, 1990.~~ The Agreement shall continue thereafter for annual periods of one (1) year each unless either party notifies the other in writing within a period of not more than one hundred and twenty (120) days and not less than sixty (60) days next preceding the said June 30, 1990, or so preceding each anniversary date thereafter of the said expiration date that it desires to amend or terminate the Agreement.

Definitions

Group Leader

1. The University, at its sole discretion, may from time to time, appoint Group Leaders. Such appointment is subject to the agreement of the employee so appointed.

A **Group Leader** is defined as an individual who, while he is expected to perform his regular duties, will also direct the work of other workers for at least one (1) shift, with the responsibility and accountability for the quality and quantity of work performed. He is responsible to his supervisor for the quality and quantity of such work. For whatever period he is officially appointed by the University as a Group Leader, he will be paid a premium above his regular rate of seventy-two cents (.72) per hour.

2. Those Group Leaders who have been appointed to serve on an ongoing basis will continue to receive the premium mentioned above through any period of "sick leave" and through the annual vacation period.

Those Group Leaders who have been appointed to serve for a temporary period (any position where the duration is expected to be less than one calendar year) will receive the premium mentioned above while actively

performing as a Group Leader but will not receive the premium through periods of "sick leave" or through the annual vacation.

Shift Engineer

1. A **Shift Engineer** is herein defined as a stationary engineer who holds a 2nd class certificate and who assumes responsibility for the Central Plant and related activities on his shift.

The Shift Engineer shall receive, for all hours that he works in the capacity of Shift Engineer on any one of the daily shifts, a Shift Engineer premium of fifty- five cents (55) per hour.

2. Those Shift Engineers who have been appointed to serve on an ongoing basis will continue to receive the premium mentioned above through any period of "sick leave" and through the annual vacation period. Those Shift Engineers who have been appointed to serve for a temporary period (any position where the duration is expected to be less than one calendar year) will receive the premium mentioned above while actively performing as a Shift Engineer but will not receive the premium through periods of "sick leave" or through the annual vacation.

Correspondence

All communications between the parties shall be addressed to:

- a. The Director of Personnel Services
University of Waterloo
Waterloo, Ontario
(in case of the Employer);
- b. The President of Local 793 of C.U.P.E. or
his representative who shall be an
employee of the University, at his last
known address. (in the case of the Union);
- c. Copy to the Union Office:
Canadian Union of Public Employees
157 King Street East (2nd Floor)
Kitchener, Ontario
N2G 2K8.

Wage Schedule I

Job Class- ification	Employees Represented	Wage Rate Effective July 1, 1988	Wage Rate Effective July 1, 1989**
I	Custodian II	\$ 9.24	\$ 9.66
II	Custodian I Groundsperson Trades Helper	11.14	11.64
III	Truck Driver (Personnel) Serviceperson IV Auto Mechanic II Electrical Repairperson	11.68	12.21
IV	Equipment Operator (All equipment) Stationary Engineer - 4th Class Building Serviceperson III	12.34	12.90
V	Sanitation Truck Driver (Regularly assigned) Grounds Gardener	12.86	13.44
VI	Building Serviceperson II Mechanic II	13.56	14.17
VII	Stationary Engineer - 3rd Class	14.20	14.84
VIII	Building Serviceperson I Mechanic I Electrician Auto Mechanic I	14.89	15.56
IX	Stationary Engineer - 2nd Class	15.51	16.21

* This asterisk (*) indicates a position which will eventually be non-existent.

WAGE SCHEDULE II

Job Class- ification	Employees Represented	Wage Rate Effective July 1, 1988	Wage Rate Effective July 1, 1989 **
I	Food Services Assistant Bar Services Assistant	\$ 9.24	\$ 9.66
II	Kitchen Porters	9.62	10.05
III	Cocktail Mixer Salesperson (Pastry Plus)	9.82	10.26
IV	Assistant Baker Assistant Meat Cutter Assistant Transporter Cook Stores Clerk	10.20	10.66
V	Baker Meat Cutter Storekeeper Food Transporter Sous Chef	11.68	12.21

• * NOTE: Effective July 1, 1989 the greater of a 4.5% across the board increase (as calculated above) or the national C.P.I. (Consumer Price Index) increase will be implemented. Calculation of the C.P.I. increase will be a measure of the increase in the average for the period May 1, 1987 to April 30, 1988 and the period May 1, 1988 to April 30, 1989. This applies to Wage Schedule I and Wage Schedule II.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 14 day of July, 1988.

THIS MEMORANDUM OF AGREEMENT is subject to ratification by the Membership of Local 793 and approval by the Executive Committee of the board of Governors of the University of Waterloo.

UNIVERSITY OF WATERLOO
Waterloo, Ontario

CANADIAN UNION OF PUBLIC
EMPLOYEE
C.U.P.E. AND ITS LOCAL 793
(at Waterloo, Ontario)

Represented by:

Vice President
University Services

Director, Personnel

Director, Plant Operations

Dean of Students

Director, Food Services

Treasurer, University of
Waterloo

Assistant Director of
Personnel

Represented by:

President, Local 793

Area Representative, Canadian
Union of Public Employees

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Letter of Understanding

July 1, 1988

Between C.U.P.E., Local 793, CLC, and the
University of Waterloo.

The University shall make up and distribute to the
Union, copies of Job Descriptions covering all jobs
as listed in Wage Schedule I and Wage Schedule
II of the Agreement on or before July 1 1989.

Letter of Understanding

July 1, 1988

Between C.U.P.E., Local 793, CLC and The
University of Waterloo

It is agreed that the final determination of a Pay
Equity Plan will be decided by the
Union/Management Committee on or before two
(2) years after the enactment date of Bill 154 (Pay
Equity Act).

Letter of Understanding

July 1, 1988

Between C.U.P.E., Local 793, C.L.C. and the University of Waterloo.

When a temporary position, which is expected to have a duration of three months or more, becomes available a REGULAR employee who has completed his/her probationary period will be offered a promotion to the temporary position consistent with the provisions of Article 7, Clause 5 and Clause 7 (a) and 7 (b) of the collective agreement provided:

- a. such employee has previously applied in writing to management expressing interest in obtaining a temporary promotion to a higher job classification. The written application must state the employee's qualifications with specific reference to a position for which he/she considers himself/herself to be qualified, and
- b. the employee possesses the minimum required qualifications for the temporary position.

At the conclusion of such temporary position any REGULAR employee who has accepted the temporary promotion will return to his/her former position with no loss of seniority.

Letter of Understanding

July 1, 1988

Between C.U.P.E., Local 793, CLC and the University of Waterloo.

It is agreed that management will continue to give thorough consideration to the Union request to increase the present number of employees working in the Custodial Section on the 6:00 p.m. to 2:00 a.m. Shift Schedule. The "present number" refers to the number of Custodial Section employees who were working the 6:00 p.m. to 2:00 a.m. trial shift.

Management further agrees to continue the review committee consisting of three (3) persons to be designated by Local 793, C.U.P.E. and three (3) persons to be designated by management. This committee will continue to meet to review the status of the altered shifts as required.