

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

*Effective May 1, 1999*

## AGREEMENT

This Agreement is entered into at Waterloo Ontario effective on the *1st day of May, 1999.*

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)

### 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 3a) of the Plant Operations Department and of the Food Services Department save and except the following staff:
  - a. In the Plant Operations Department – immediate supervisors, technicians, draftspersons and secretarial and clerical staff.
  - b. In the Food Services Department – Assistant Head Supervisor and Assistant Head Cook and those above the rank of Assistant Head Supervisor and Assistant Head Cook, technical employees and secretarial and clerical staff.
2. *No employee shall be required or permitted to make a written or verbal agreement with the university which conflicts with the terms of this collective agreement, unless approved by a the Union executive.*
3. 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 who have successfully completed the probationary period. It 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.

Temporary employees may apply for any regular vacancies which occur and shall be considered after applicants who are regular University employees but before external applicants.

*The university will provide the union with copies of all Temporary Employment Authorizations for temporary employees. The authorizations will specify the start and end dates of employment at the university.*

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.

e. **Apprentices** - any employee who accepts the terms of employment as an apprentice under an agreement between the employee, the University of Waterloo and the Ministry of Skills Development under the provisions of Article 22 (Apprentices) and the Apprenticeship Guidelines dated May 3, 1995.

4. 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.

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

6. 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).

7. 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.

8. Wherever the term "appropriate 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 Technical Services, Director of Custodial and Grounds Services and in the case of Food Services to the Director of Food Services.

It is understood that position titles of management may change from time to time. It is agreed that the University will notify the Union of any such changes and it is further agreed that these changes will not alter the interpretation of this agreement in any way.

9. The University and the Union agree that the only official file for each employee shall be maintained in Human Resources. Employees shall have the right, during normal business hours, to examine their file and to make a photo-copy of any document contained in that file. The employee shall have the right to be accompanied by a Union steward.

## **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, post 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**

1. 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*

### *Harassment & Discrimination in the Workplace*

1. *Harassment and Discrimination are contrary to the Ontario Human Rights Code. Accordingly, it is agreed that there shall be no harassment, discrimination, interference, restraint, coercion or intimidation of any individual by another, based on any of the prohibitive grounds set out in the Ontario Human Rights Code.*

*The prohibitive grounds are as follows: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex, sexual orientation, age, records of offences, marital status, family status, handicap or membership or non-membership in a union.*

2. *The Employer recognizes, and takes seriously, its responsibility to maintain a harassment and discrimination free workplace.*

3. *Definitions*

- *Discrimination is defined as any action or behaviour that results in adverse or preferential treatment related to those grounds prohibited under the Ontario Human Rights Code.*

- *Harassment is a form of discrimination and defined as engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome.*

- *Sexual Harassment includes comment or conduct where acceptance of sexual advances is a condition of education or employment, or where rejection of sexual advances negatively impacts decisions that concern the recipient (e.g. employment decisions) or where unwelcome sexual advances, comment, conduct or communications interfere with the recipient's work or study.*

- *A 'poisoned environment' (or one that is intimidating, hostile or offensive) can be created based on any of the prohibited grounds under the Ontario Human Rights Code, and can be described as comment or conduct that is contrary to the aims of maintaining a supportive, respectful and tolerant environment.*

4. *Some examples of comment, conduct or communication which may constitute harassment are:*

- *offensive jokes or slurs of a sexual, racial or gender related nature;*
- *unwelcome physical contact;*
- *communications (written, oral, electronic) that threaten, intimidate or humiliate other individuals within the University based on one's sexual orientation, gender, religion or any of the other prohibitive grounds.*
- *public display of offensive pictures, cartoons, graffiti, or other materials that others could find offensive based on the prohibited grounds under the Code;*  
*and,*
- *demands, or repeated requests for dates, sexual favours or propositions of physical intimacy.*

5. *Complaints of harassing or discriminatory behaviour shall be eligible to be processed as grievances. If the respondent in grievance is the person who would normally deal with the first step of such a grievance, the grievance will be heard by the next level of supervision.*
6. *No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.*
7. *Despite the eligibility to process complaints through this agreement, an individual also has the right to contact the Ontario Human Rights Commission at any time.*
8. *Employees found to have harassed or discriminated against others could face disciplinary action ranging from a verbal reprimand up to, and including, termination.*
10. *The employer agrees that information and training regarding harassment and discrimination is essential and will work jointly with the Union on all training and information initiatives.*
11. *Support and information is available through the Human Rights Officer of CUPE Local 793, CUPE Local 793 Union Executive, Office of Ethical Behaviour and Human Rights or Human Resources.*

## **Article 5**

### **Relationship**

1. 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.
2. The University agrees that an officer of the Union shall be given the opportunity of interviewing each new regular employee within regular working hours without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the employer and the union.
3. 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).
4. The employer agrees to make available to the Secretary of the Union four hundred (400) printed copies of the Collective Agreement (in book form), within thirty (30) calendar days of signing the contract, so as to provide a copy to each of the employees in the bargaining unit. The employer will also provide the Union with a copy of the Collective Agreement on computer disc.

5. The immediate supervisor shall introduce the new employee to the Union steward, during regular working hours, within fifteen (15) calendar days of commencement of employment.

## Article 6

### 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. Bi-weekly Union Dues Formula

$$\frac{\text{Hourly Base Wage} \times 2080 \times \text{Local 793 Rate \%}}{24}$$

This is for each position as described in Wage Schedule I and II. The University will be advised by the Treasurer of CUPE Local 793 of the Rate % to be used in the formula.

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/her 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 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.

*During periods of layoff Regular employees will pay dues on regular hours earned.*

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 8 (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 3b*) 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.

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.

## **Article 7**

### **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/she 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. The employer shall grant upon request leave of absence without loss of pay or service credits to not more than seven (7) members of the Union Bargaining committee (including the President) for the purpose of conducting the negotiation of the Collective Agreement.

The Union and the Employer agree to advise each other prior to negotiations of the names of each others representatives.

The Employer shall grant upon request up to *three (3) days paid* leave of absence to each member of the negotiating committee for the purpose of preparing negotiation proposals. Such leave shall be without loss of seniority or service credits.

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 be a regular employee of the University as defined in Article 7, clause 1a.

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/her regular work period with pay to attend such meetings, be paid for such time off at his/her regular rate but in no case shall wages of an employee be increased for the day beyond the amount which he/she 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 employee – management relations or matters of mutual concern in the interpretation of this contract, the Associate Provost, Human Resources and Student Services 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 8**

### **Seniority**

1. a. An employee will be considered to be on probation and will not acquire seniority until after they have 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 the date on which the employee initially commenced employment 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/she voluntarily quits the employ of the University;

b. he/she is justifiably discharged;

c. he/she has been laid off for more than twelve (12) consecutive months;

d. following a layoff, he/she fails to advise the University within three (3) days of receipt of notice to return to work, of his/her 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/she is absent for two (2) consecutive working days without notifying his/her Supervisor, giving reasons for his/her absence and indicating his/her 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/she 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. For the 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 7 of this article, for the purpose of selecting a candidate.  
  
b. If the promotion or transfer results in movement from one department or working group to another department or working group, the individual so moving will carry their "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 be considered as one working group and will exercise accrued 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 exercise accrued seniority within that single working group.  
  
c. All regular Plant Operations employees, as defined in Article 1, Clause 1, will be considered as one working group, and will exercise accrued seniority within that single working group.  
  
d. Employees in any of the working groups described in 6a, 6b or 6c, will have the right to apply for any position in a higher classification in the other groups only where the duration of such position is expected to exceed three (3) consecutive months.  
  
e. Where the open position as defined in 6d, is expected to have a duration of three (3) consecutive months or more, any movement of an employee from one working group to the other will be subject to the mutual consent of Union and Management.  
  
f. Where an employee is assigned to any position subject to Clause 6e, the employee shall retain all seniority accrued in the previous position and shall continue to accrue total seniority in the new position.

g. Nothing in the foregoing clauses prohibits Management from assigning an employee in any working group to a temporary opening in another working 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. For the purpose of layoffs and recall, bargaining unit employees will exercise accrued seniority as follows:
- a. 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 the 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 1c.
  - c. For a layoff of four (4) working days or less, seniority rights will be exercised only within the shop section or work section in which the layoff occurs.
  - d. For annual seasonal layoffs within any of the working groups described in 6a, 6b or 6c, the duration of which is expected to be more than four (4) days, up to and including five (5) months, employees will exercise accrued seniority within their normal working group only.
  - e. For layoffs within any of the working groups defined in Clause 6a, 6b or 6c, the duration of which is expected to be more than five (5) months but less than one year, employees will exercise seniority on a department wide basis consistent with the provisions of Clause 11a of this Article.
  - f. For layoffs within any of the working groups defined in Clause 6a, 6b or 6c, the duration of which is expected to be one year or more, employees will exercise seniority rights on a total bargaining unit basis.
  - g. 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 for which they are being recalled.
12. When any employee is laid off due to a reduction in the complement in his/her department, and when any such layoff is expected to have a duration of one year or more, such laid off employee shall, notwithstanding other clauses of this Article, have the right to exercise his/her 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/she has the skills and training necessary to perform the duties of the employee who is thus displaced.
13. The employer shall develop a separate list for the employees in each of the two Food Services working groups and for employees in the Plant Operations working group, as defined in Clause 6a, 6b or 6c, showing the date upon which each employee's service commenced in the bargaining unit. An up-to-date copy of each of the above mentioned lists shall be sent to the Union and posted on specified bulletin boards in January and July of each year.
14. 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 within a trial period of sixty (60) working days the employee wishes to transfer back to the bargaining unit, the seniority which he/she had at the time of transfer from the bargaining unit shall be credited to his/her seniority standing upon re-entry to the bargaining unit.

## **Article 9**

### **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/her regular position, his/her 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/her regular position, and such assignment is in excess of two (2) consecutive hours, he/she shall be paid at the higher rate of pay for the entire time served in such higher assignment.

## **Article 10**

### **Payment of Wages**

1. The University agrees to pay wages every other Friday in accordance with Wage Schedule I and Wage Schedule II attached hereto and forming part of this Agreement. 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 appropriate Director of the Department in which he/she works will receive payment for his/her 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 11**

### **Hours of Work and Overtime**

#### ***GENERAL: ALL BARGAINING UNIT PERSONNEL:***

1. 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.
2. 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. The opportunity for overtime shall be equitably distributed as far as is practical among employees who are qualified to perform the work that is available.
3. In the event that an employee finds it impossible to report for scheduled overtime work to which he/she has earlier been assigned, he/she shall be obligated to advise his/her supervisor, his/her shift engineer of this circumstance prior to the time which he/she is scheduled to perform such overtime work.
4. Overtime shall be calculated on the employee's normal straight time wage rate.
5.
  - (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.



6. It is agreed that the supervisor will maintain and make available to an employee, upon request, a rotation list for overtime being worked within the various sections of the department, to observe the distribution of such overtime.
7. Any employee who is assigned to work overtime which immediately extends his/her normal daily hours of work by three (3) or more hours will receive a meal allowance of \$9.00.

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

**PART A - ALL PLANT OPERATIONS PERSONNEL EXCLUDING CENTRAL PLANT  
SHIFT WORK PERSONNEL**

1. 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.
2. The normal daily hours of work for all classifications shall be eight (8) hours per day.
3. The normal work week for all classifications shall be five (5) days per week Monday through Friday to total forty (40) hours per week.
4. 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 *Part A, Clause 2* of this Article, when such excess hours of work occur as a result of the modified work schedule.
5. 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.
6. Such overtime shall be paid at the following rates for all classifications:
  - 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
7. Any overtime worked beyond eight (8) consecutive hours of overtime will be paid at double time.
8. Any employee 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 the employee and taken within sixty (60) days of the overtime worked.

**PART B - CENTRAL PLANT SHIFT WORK PERSONNEL ONLY**

1. For purposes of defining regular hours of work (as per the schedule referred to in Clause 3), for overtime eligibility, and for the weekend premiums referred to in Article 12, Clause 5, the work week for all Central Plant shift work personnel is defined as that *period commencing at 07:30 a.m. Sunday morning and ending at 07:29 a.m. the following Sunday.*
2. 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.
3. The normal work week for Central Plant Shift Work personnel shall be in accordance with a twelve-hour shift work schedule.
4. 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.
5. 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.
6. 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.



### **PART C - FOOD SERVICES PERSONNEL ONLY**

1. 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.
2. 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.
3. The normal work week shall be five (5) days per week for a total of forty (40) hours per week.
4. Overtime, for the purposes 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.
5. 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 Part C, Clause 1) 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.
6. Any overtime worked beyond eight (8) consecutive hours of overtime will be paid at double time.
7. Any employee 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 time; 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 the employee and taken within sixty (60) days of the overtime worked.

## **Article 12**

### **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 sixty five (65) cents *effective May 1, 1999*, 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 sixty five (65) cents *effective May 1, 1999*, 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 11* 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 13**

### **Minimum Hours**

1. In the event that an employee reports for work within the first half hour of his/her regular shift, without having been notified not to report, he/she will be given a minimum of four (4) hours work at his/her regular rate of pay or, if no work is available he/she will be paid the equivalent of four (4) hours at his/her 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/her 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 continuous with the regular shift, or to pre-scheduled overtime.

3. In the case of call out emergencies, employees will be eligible for a meal allowance as described in Article 11, General, Clause 7 after each four (4) hour period worked.

## **Article 14**

### **Paid Holidays**

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

New Year's 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 four (4) days which will also be recognized as "paid holidays" in any given calendar year in order to provide six (6) consecutive "paid holidays" during the Christmas period.

c. It is agreed that December 24th will be a paid holiday in years when clause b above does not provide for time off on that date. It is understood that in years when December 24th falls on a Saturday or Sunday, it will not be a paid holiday.

2. The foregoing holidays will be granted with pay at the employee's regular rate of pay for his/her normal number of working hours, to a maximum of eight (8) hours, provided the employee works his/her full regular shift immediately preceding and immediately following such holiday unless excused by the Director of the Department in which he/she 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/she qualifies, double time for all hours which he/she 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 15

### 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 of 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.

For purposes of Food Services employees only, vacation credits which have been accrued may also be taken during the final two months (i.e. May 1<sup>st</sup> through June 30<sup>th</sup>) of the "vacation credit year" in which such credits are accrued. For purposes 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/her "accrued vacation credits" with pay at his/her 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/her accumulated service with the University of Waterloo as of July of the vacation year.

<u>Vacation Credit</u>	<u>Length of Vacation</u>
Less than 12 months	1/12 x 15 x months worked

**3 WEEKS AFTER 1 YEAR**  
**3 WEEKS AFTER 2 YEARS**  
**3 WEEKS AFTER 3 YEARS**  
**3 WEEKS + 1 DAY AFTER 4 YEARS**  
**3 WEEKS + 2 DAYS AFTER 5 YEARS**  
**3 WEEKS + 3 DAYS AFTER 6 YEARS**  
**3 WEEKS + 4 DAYS AFTER 7 YEARS**

**4 WEEKS AFTER 8 YEARS**  
**4 WEEKS AFTER 9 YEARS**  
**4 WEEKS + 1 DAY AFTER 10 YEARS**  
**4 WEEKS + 1 DAY AFTER 11 YEARS**  
**4 WEEKS + 2 DAYS AFTER 12 YEARS**  
**4 WEEKS + 2 DAYS AFTER 13 YEARS**  
**4 WEEKS + 3 DAYS AFTER 14 YEARS**  
**4 WEEKS + 3 DAYS AFTER 15 YEARS**  
**4 WEEKS + 4 DAYS AFTER 16 YEARS**  
**4 WEEKS + 4 DAYS AFTER 17 YEARS**

**5 WEEKS AFTER 18 YEARS**  
**5 WEEKS + 1 DAY AFTER 19 YEARS**  
**5 WEEKS + 2 DAYS AFTER 22 YEARS**  
**5 WEEKS + 3 DAYS AFTER 25 YEARS**  
**5 WEEKS + 4 DAYS AFTER 27 YEARS**

**6 WEEKS AFTER 30 YEARS**

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 July 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/she shall be granted an additional day's vacation for each holiday or he/she 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/she 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. Any employee leaving the employ of the University before completing one year of continuous employment will receive any unused vacation credits in equivalent pay.

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. a. 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.

b. In special circumstances, an employee may make a written request to the Director of the Department in which the employee works to carry over vacation credits or bring forward vacations from one vacation year to another. Such requests must be planned, approved and recorded in advance by the department Director.

Arrangements for these special requests must be made not later than March 15th for Food Services employees and not later than April 16th for Plant Operations employees.

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. a. 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 to between the employee and the employer.

b. An employee, who as a result of accident or injury is certifiably disabled for a period of five (5) days or more, may re-schedule that portion of his/her vacation during which he/she was disabled. Such re-scheduling will be subject to medical evidence satisfactory to the University physician.

## Article 16

### Grievance Procedure

1. Only regular employees who have completed the probationary period will have recourse to the grievance procedure. It is agreed that a Temporary employee's right to this grievance procedure will be limited exclusively to working conditions. It is agreed that Part-Time and Seasonal employees, as defined in Article 1, clauses 2c and 2d as well as Probationary employees as defined in Article 7.1a will have no recourse to the grievance procedure.
2. It is understood that an employee has no formal grievance until:
  - a) one or more clauses of this Collective Agreement has been violated with respect to the employee and
  - b) the employee has verbally made his/her immediate supervisor aware of his/her complaint.

The employee may, if he/she so desires, have his/her steward present when he/she advises his/her immediate supervisor of the problem.

3. While it is agreed in Clause 2 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.
4. *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 the immediate supervisor was formally advised of the complaint.*

### 5.

#### **a. Individual Grievance**

*If an employee has a complaint which has not been adjusted to his/her satisfaction by their immediate 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 their immediate supervisor.*

#### **b. Group Grievance**

*A grievance signed by a group of employees which has a grievance which affects them as a group, that has not been adjusted to their satisfaction by the immediate supervisor, may be submitted as a formal grievance at step 1 of the grievance procedure within seven (7) working days following the decision of their immediate supervisor.*

#### **c. Policy Grievance**

*A grievance concerning the interpretation, application or alleged violation of this agreement that does not pertain to an individual employee or group of employees must*

*be initiated at step 1 to the appropriate Director within thirty (30) calendar days of the circumstances giving rise to the grievance.*

*It is expressly understood that each form of grievance as defined in a, b and c are mutually exclusive. If an employee is not satisfied with the outcome of a grievance, the issue may not be resubmitted as a different form of grievance.*

6. The grievance procedure shall be as follows:

**Step 1.** An Employee's grievance which is not settled by the immediate supervisor shall be stated in writing in triplicate on forms provided by the Union and approved by the University. The notice of appeal shall be signed by the employee involved and submitted by the said employee to the immediate supervisor and copied to the appropriate Director of the department in which the employee works. This must be done in the presence of his/her Union Steward or the Chief Steward.

The department shall make known and state in writing the decision by the end of the tenth (10) working day following receipt of the appeal.

**Step 2.** If the decision of the department is not acceptable to the aggrieved employee and said employee wishes to go to the next step of the Grievance Procedure, he/she must appeal through the Chief Steward to the Associate Provost, Human Resources and Student Services by the end of the seventh (7) working day following receipt by the employee of the decision of the appropriate department.

The Associate Provost, Human Resources and Student Services shall make known and state in writing his/her decision by the end of the seventh (7) working day following his/her receipt of the appeal.

**Step 3.** If the decision of the Associate Provost, Human Resources and Student Services 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.

7. *Any adjustment arising out of the settlement of a grievance defined in clause 5a, 5b, and 5c, 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.*

8. Any and all limits fixed by this Article and Article 16 may be extended by written agreement between the Associate Provost, Human Resources and Student Services 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.

In the event that management fails to process the grievance within the specified time, the Union may advance the grievance to the next step in the Grievance Procedure.

9. 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.
10. 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.
11. A grievance concerning the interpretation, application or alleged violation of this agreement that does not pertain to an individual employee or group of employees must be initiated at step 1 to the appropriate Director within 30 calendar days of the circumstances giving rise to the grievance.

It is expressly understood, however, that this procedure is mutually exclusive from the individual grievance procedure and that this procedure may not be used with respect to a matter directly affecting an employee or group of employees which could have been instituted under the individual grievance procedure.

## **Article 17**

### **Arbitration**

1. When either party requests that any matter be submitted to arbitration as herein before 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 Chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson 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 chairperson.
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 chairperson, preferences shall be given to members of the judiciary in the Province of Ontario but in any case the chairperson shall be selected having regard to his/her impartiality and his/her 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 Chairperson of the Board of Arbitration.

## **Article 18**

### **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/she has a right to a union representative present at the time that he/she 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 President and Recording Secretary of Local 793 and also a copy to the C.U.P.E. National Representative.
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. The University further agrees to confirm such discharge in written correspondence to the employee with a copy of such correspondence to the President and Recording Secretary of Local 793 and also a copy to the C.U.P.E. National Representative.
3. Should an employee feel that he/she has been unjustly dismissed, he/she shall by the end of the fifth (5) working day following the day of dismissal or receipt of written notice, file a grievance through the Grievance Committee to the Associate Provost, Human Resources and Student Services.

The Associate Provost, Human Resources and Student Services, after consultation with the appropriate management personnel, shall make known and state in writing the decision of the University by the end of the seventh (7) working day following his/her 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/she was unable to work at the University because of the discharge action.
5. When any warning or disciplinary note or letter is to be placed in an employee's file, the employee shall first be given a copy before it is placed in his/her official file. The employee may add comments to the document before it is filed.

Union representation should be present when a Warning or Disciplinary note/letter is issued to an employee. The Union will receive a copy of all such warning, disciplinary notes/letters.

*Any such note or letter shall be removed from the employee's official file and returned to the employee upon request after twenty-four (24) months from the date of the offense provided that the employee has kept his/her record clear of similar or comparable offenses during such period.*

6. *A Group Leader or Shift Engineer is not responsible for providing testimony in a disciplinary action, grievance or arbitration.*

## **Article 19**

### **Sick Leave**

1. *The University agrees that "sick leave" as defined in the 1999 University of Waterloo Pension and Benefit booklet as amended from time to time, which applies to all employees, faculty and staff University wide, covers all Regular employees in the bargaining unit. The following conditions apply:*

- a. *It is agreed that employees benefiting from "sick leave" will notify their immediate supervisor of the reason for such absence as close to the beginning of shift as possible.*

- b. *Any employee who is absent for any period due to illness is obligated to keep his/her immediate supervisor aware of his/her physical progress and his/her approximate date of return to work. Such report will be made at least once per week unless longer reporting intervals are mutually arranged with immediate supervisor.*

*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/her immediate supervisor of these circumstances prior to the day on which the employee was expected to return to work.*

- 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/her responsibility to notify his/her immediate supervisor of his/her 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/her regular position should be submitted to either his/her supervisor, Human Resources or the University Physician in Health Services, at the employee's discretion.*

- d. *It is agreed that an employee will be subject to disciplinary action up to and including immediate discharge if he/she 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/her 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 five (5) working 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/her 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 one (1) 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 provide medical evidence and/or who fail to follow the physician's advice, who neglect the advice of the physician with regard to their illness or injury, or who fail to co-operate in an approved return-to-work plan will be considered to have abused the "sick leave" plan. Such abuse may result in disciplinary action.*

6. Should an employee suffer a work related injury or illness which results in compensation from the *Workplace Safety and Insurance Board*, the employee shall receive from the University an amount equivalent to the difference between his/her regular wages, based on normal straight time earnings, and the compensation being provided by the *Workplace Safety and Insurance Board*. The employee shall continue to receive such difference for the number of consecutive days to which he/she is entitled "sick leave" under the University of Waterloo "sick leave" program.

## **Article 20**

### **Absenteeism**

If an employee repeatedly fails to report for duty without just cause his/her 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 21**

## **Pension and Insured Benefits**

1. *The following pension and insured benefits are described in more detail in the 1999 University of Waterloo Pension and Benefit, as amended from time to time. They 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. 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.

An employee and the University share the cost of eligible benefits under this Plan on a 20% / 80% basis respectively. Maximum dollar benefits may be applicable and there are maximum annual costs (caps) to the employee's out of pocket expenses for eligible benefits under the Plan. Maximum dollar benefits and caps are subject to adjustment annually by the Pension and Benefits Committee.

### **b. Group Life Insurance**

*Employees have a basic level of life insurance equal to 1 times base annual salary, with the premium paid entirely by the University of Waterloo. Additional life insurance choices are available as explained in the University of Waterloo Benefit Plan booklet.*

### **c. Long Term Disability**

*The total premium of this insured plan is paid by the employee. The premium is subject to annual adjustment.*

### **d. Dental Plan**

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

*The following benefits are based on the Ontario Dental Association fee guide two years prior to the current year:*

*80% for basic dental care  
50% for major restorative  
50% for orthodontic*

### **e. University Pension Plan**

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

Notwithstanding the above specified insured benefits, the employer shall grant to all employees covered by the collective agreement any improvement in the level of insured benefits or improvements in the cost sharing arrangement of the insured benefit program as may be made available by the University of Waterloo Pension and Benefit Committee to other groups of employees, concurrently with the date of implementation of any such improvements.

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 Workplace Safety and Insurance Act, 1997.*

## **Article 22**

### **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/her immediate family. The immediate family for purposes of this Article is defined as: wife, husband, legal common-law spouse, son, daughter, brother, sister, 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/her relatives: mother-in-law, father-in-law, son-in-law, daughter-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 (4) 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 any employee who experiences the death of any one of the following relatives: brother-in-law, sister-in-law, aunt, uncle, 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.

4. At the discretion of the appropriate 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. *The university agrees to allow an employee who is bereaved during an approved vacation period to substitute Bereavement Leave for the appropriate period provided the employee contacts the supervisor during the scheduled vacation period and provides evidence satisfactory to their immediate supervisor.*

## **Article 23**

### **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 from within the Bargaining Unit.*

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 70% of the journeyman rate for the trade.*

3. Apprentices will be required to fulfill all conditions of the apprenticeship program. Employees who, for any reason, do not complete their apprenticeship program, 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/her tradesperson status, or to upgrade his/her tradesperson 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 premiums, once each calendar year to write such examination.
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 program as required. Any Trade School Tuition Fee or Registration Fee will be reimbursed by the employer upon proof of successful completion.*

## **Article 24**

### **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, to their immediate supervisor. The immediate supervisor will 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 one (1) month 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 *fifty (50) 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. *Additionally, fifteen (15) paid days will be granted for Union members to attend Union conventions and/or seminars according to the same conditions listed above.*

3. Any employee who is elected to National/Provincial Union body shall be granted an unpaid leave of absence without loss of seniority to carry out the Union assignment up to a maximum of one (1) year.

4. 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.

5. 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.

6. 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 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.

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. Employees will arrange medical and dental appointments at times other than working hours. When this is not possible, employees will arrange their appointments as near to the beginning or end of the work day as possible. If such appointments must be made during working hours, the employee's immediate supervisor should be notified several days in advance of the appointment.

9. Employees who require time for university appointments must inform their immediate supervisor as soon as possible prior to the appointment, indicating the time and expected duration.

## Article 25

### Pregnancy and Parental Leaves

1. The employer's obligations with regard to pregnancy leave and parental leaves under the Employment Standards Act of Ontario include:
  - a. The employer will grant an unpaid pregnancy leave of seventeen (17) weeks to any employee who has been employed by the employer for at least thirteen (13) weeks prior to the expected date of birth. In addition, the employer is required to grant, for each parent who has been an employee of that employer for at least thirteen (13) weeks, an unpaid parental leave of eighteen (18) weeks following the birth of the child or in the case of an adopted child, the coming of the child into the custody, care and control of the parent for the first time.
  - b. Provided two (2) weeks written notice is given, an authorized pregnancy leave may commence at any time during the seventeen (17) week period immediately preceding the expected date of delivery. The employer may not require a pregnant employee to commence early pregnancy leave.
  - c. An employee normally returns to work at the end of the requested pregnancy/parental leaves; however, permission to return to work earlier will be granted provided the employee gives the employer at least four weeks written notice before the earlier date.
  - d. Seniority continues to accrue during the pregnancy and parental leaves.
  - e. Participation in the pension and benefits plans continue during authorized pregnancy and/or parental leaves.
2. *Effective January 1, 2000, the employer also agrees to the following, which are in addition to statutory benefits provided under the Employment Standards Act and Employment Insurance Act. (EI)*
  - a. *The employer will provide partial pay during the seventeen (17) week pregnancy leave and during a maximum period of twelve (12) weeks of parental leave requested for the purpose of adoption, on the condition in both cases that the employee has been employed for at least six (6) months prior to the expected birth or adoption date.*
  - b. *It is understood that partial pay applies only in situations where employees declare in writing their intention to work for at least 6 months.*
  - c. *An employee who receives a pregnancy or parental leave for adoption purposes under 2(a) and who qualifies for Employment Insurance benefits is entitled to receive partial pay as follows:*
    - *95% of the employee's regular wage during the first two (2) weeks of EI waiting period.*

- *In pregnancy cases the difference between the EI benefit and 95% of the employee's regular rate for a period of fifteen (15) weeks, in the form of supplementary payments.*
- *In adoption cases, the difference between the EI benefit and 95% of the employee's regular wage for a period of ten (10) weeks, in the form of a supplementary payment.*

*The mother and father can share the ten- (10) week EI parental benefit but the two-week waiting period applies to both. In adoption cases, employees receive 95% salary integrated with EI benefits for a maximum of twelve (12) weeks.*

*Because employees must provide EI cheque stubs as proof, UW supplementary payments may be retroactive.*

d. If more leave is desired beyond the authorized pregnancy or parental leave, the employee may request an additional unpaid leave of absence or vacation pay entitlement. In cases where adoption regulations require an extended absence, this additional unpaid leave will be granted.

e. Sick leave credits shall continue to accrue during the pregnancy/parental leaves.

f. Vacation accrual will not be reduced during the pregnancy and/or parental leave provided there is a return to work for at least one (1) month following the expiration of the approved leave.

g. Upon request, the employer shall grant one day paid paternity leave to an employee on the occasion of the birth of his child.

**Note:** Employees who do not intend to return to work after the birth or adoption or who are not eligible under clause 2(a) are advised to contact Human Resources regarding possible Unemployment Insurance pregnancy or parental benefits.

## **Article 26**

### **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 27**

### **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 28**

### **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 immediate 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. The safety committee shall include a certified worker from the Bargaining Unit.*

## **Article 29**

### **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 layoff 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, 1999.*
5. Nothing in the foregoing will, in any way, affect the current practice of the University with respect to seasonal layoffs.

6. Any regular employee whose employment is to be terminated as a result of reduction of Union personnel will receive notice based on the following scale:

Service (in completed years)	Notice ( in months)
less than 1 <u>Act</u>	as per the <u>Employment Standards</u>
1	1.0
2	2.0
3	2.5
4	3.0
5	3.5
6	4.0
7	4.5
8	5.0
9	5.5
10	6.0
11	6.5
12	7.0
13	7.5
14	8.0
15	8.5
16	9.0
17	9.5
18	10.0
19	10.5
20	11.0
21	11.5
22 +	12.0

The employer agrees in situations where the above working notice is not possible, the employee will receive the equivalent pay.

7. This agreement is binding on the University and in the event of the dissolution of the University or its amalgamation with another University (ies), upon the amalgamated University or upon its successor University, as the case may be. In the event the employer should merge, amalgamate or combine any of its operations or functions with another University, the employer will use its best efforts to ensure retention of all seniority and benefits currently enjoyed by its employees with the successor employer. The employer agrees to involve C.U.P.E. Local 793 in discussions prior to a merger, amalgamation or combining any of its operations or functions with another University(ies).

### **Article 30**

#### **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 31**

### **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 initialed 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 32**

### **Job Classifications**

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

## **Article 33**

### **Job Descriptions and New Classifications**

1. The employer agrees to provide job descriptions for all positions for which the Union is the bargaining agent. Job descriptions for all significantly changed or new positions shall require consultation with the Union. Existing classifications shall not be eliminated or changed without prior discussion with the union.

2. 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 34**

### **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 normal hours of work for the open position, and a brief summary of the desired qualifications of applicants. The wage rate will not be published.
  - b. send to the Secretary of the Union, on a weekly basis, a list of all vacancies which might exist at that time.
2. When a temporary position, which is expected to have a duration of two (2) 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 8, 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.

## **Article 35**

### **Coffee Breaks**

1. There will be a ten (10) minute coffee break in each four (4) hour period.
2. Custodial night shifts shall take the break in accordance with the July 6, 1994 agreement between the Ministry of Labour, the University and the Union.

## **Article 36**

### **Duration and Modification of Agreement**

1. This Agreement will take effect on the first (1) day of May 1999, and shall continue in effect until April 30, 2002. 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 April 30, 2002, or so preceding each anniversary date thereafter of the said expiration date that it desires to amend or terminate the Agreement.

## **Article 36**

### **Correspondence**

All communications between the parties shall be addressed to:

- a. Associate Provost, Human Resources and Student Services  
University of Waterloo  
Waterloo, Ontario
  
- b. The President (or representative)  
CUPE Local 793  
University of Waterloo  
Waterloo, Ontario
  
- c. Copy to the Union Office:  
Canadian Union of Public Employees  
1120 Victoria Street North  
Suite 204  
Kitchener, Ontario  
N2B 3T2

## **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 herein defined as an employee who in addition to performing his/her regular duties, has been delegated the responsibility for a group of workers, for at least one (1) shift; consistent with Section 1 (3) (b) of the Ontario Labour Relations Act.*

*For whatever period he/she is appointed, he/she shall be paid the regular Group Leader rate which is the classification rate plus the Group Leader Premium outlined in Wage Schedules I and II.*

2. *Those Group Leaders who have been appointed to serve for a on-going basis (more than one year) will continue to receive the regular Group Leader rate mentioned above though a period of sick leave and through the annual vacation period. In addition, they will have their pension and insured benefits based on the regular Group Leader rate.*

*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 their regular wage rate plus a temporary Group Leader premium which is shown in Wage Schedules I and II. Sick leave, annual vacation, pension and insured benefits will be based on their regular wage rate and will not include their Temporary Group Leader premium.*

## **Shift Engineer**

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

*For whatever period he/she is appointed, he/she shall be paid the regular Shift Engineer rate which is the classification rate plus the Shift Engineer Premium outlined in Wage Schedule I.*

2. *Those Shift Engineers who have been appointed to service on an ongoing basis (more than one year) will continue to receive the regular Shift Engineer rate mentioned above through any period of sick leave and through the annual vacation period. In addition, they will have their pension and insured benefits based on the regular Shift Engineer rate.*

*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 their regular wage rate plus the Shift Engineer premium. Sick leave, annual vacation, pension and insured benefits will be based on their regular wage rate and will not include their Temporary Shift Engineer premium. When a 2<sup>nd</sup> Class Engineer is not available a Shift Engineer holding a 3<sup>d</sup> Class certificate may be temporarily appointed on a temporary basis.*



**Letter of Understanding # 1**

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

The parties agree to continue an ad hoc committee made up of three members selected from the membership of CUPE Local 793, employed in Food Services and representing both work groups, and three members from management selected by the Director of Food Services.

The purpose of this committee will be to investigate and address concerns unique to Food Services.

Both parties agree to provide relevant and appropriate information to this committee.

**Letter of Understanding # 2**

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

It is agreed that the Overtime Guidelines dated November 9, 1995 will remain in effect for the life of this collective agreement.

Both parties are in agreement that where these guidelines are in conflict with the collective agreement, these guidelines will take precedence.

**Letter of Understanding # 3**

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

It is agreed that the Apprenticeship Guidelines dated May 3, 1995 will remain in effect for the life of this collective agreement.

Both parties are in agreement that where these guidelines are in conflict with the collective agreement, these guidelines will take precedence.

**Letter of Understanding #4**

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

With reference to Article 33 (Job Vacancies), Clause 2, the University agrees to publicize once per year that employees are encouraged to submit their applications for temporary positions that may become available and for which they are qualified. However, employees may submit an application at any time during the year.

The employee must submit such application to Human Resources where a central file of applications will be maintained and made available for review by management when temporary positions become available. Information on the specific qualifications for positions can also be obtained in Human Resources.

**Letter of Understanding #5**

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

The employer shall grant all employees covered by the collective agreement, the right to exchange one week of yearly vacation for a two percent (2%) salary increase. The right can be exercised in the last three (3) years before an employee's normal or agreed upon retirement date. The latest date for indicating this exchange is *April 30, 2002*, covering retirements up to and including *April 30, 2005*.

**Letter of Understanding #6**

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

The University agrees that where significant changes in job duties can be demonstrated by the Union, a review of the job classification in question will be done in consultation with the Union. Management's decision to review or not review a request is not subject to the Grievance Procedure.

A job classification review will include the appropriate representatives of management, the President of the Union, the Steward for the area generating the request and one employee from the job classification being reviewed.

**Letter of Understanding #7**

*Between CUPE Local 793, CLC  
And the University of Waterloo*

*A universal Pension and Benefits booklet will be prepared by the University of Waterloo Pension and Benefits Committee and will be made available to all regular employees of the bargaining unit within 60 working days following the ratification of this agreement.*

*The booklet is designed to provide specific details regarding the sick leave plan, LTD and insured pension and benefits for all employees of the university. Examples will be included in the booklet for each item.*

*The university agrees that the union will have the opportunity to review the contents of this booklet and provide feedback prior to its publication.*

**Letter of Understanding #8**

*Between CUPE Local 793, CLC  
And the University of Waterloo*

*It is agreed that on a trial basis, for the term of this agreement, Central Plant Shift Work personnel may take vacation entitlements in excess of 15 credits in amounts of not less than two consecutive shifts. These exceptions will not be unreasonably withheld. Such requests are to be made in writing to their immediate supervisor. The purpose of this trial is to determine if these changes result in an increase in costs to the University.*



**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 16th day of December, 1999.

**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**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**Waterloo, Ontario**

**C.L.C. AND ITS LOCAL 793  
(At Waterloo, Ontario)**

**Represented by:**

**Represented by:**

\_\_\_\_\_  
**Director, Human  
Resources**

\_\_\_\_\_  
**President, C.U.P.E. Local 793**

\_\_\_\_\_  
**Director, Food Services**

\_\_\_\_\_  
**Area Representative, Canadian  
Union of Public Employees**

\_\_\_\_\_  
**Director, Custodial & Grounds  
Services, Plant Operations**

\_\_\_\_\_  
**Vice President, C.U.P.E. Local 793**

\_\_\_\_\_  
**Director, Technical Services,  
Plant Operations**

\_\_\_\_\_  
**Bargaining Committee Member**

\_\_\_\_\_  
**Supervisor, Mechanical Utilities,  
Plant Operations**

\_\_\_\_\_  
**Bargaining Committee Member**

\_\_\_\_\_  
**Assistant Director, Production,  
& Procurement, Food Services**

\_\_\_\_\_  
**Bargaining Committee Member**

\_\_\_\_\_  
**Unit Manager, Food Services**

\_\_\_\_\_  
**Bargaining Committee Member**

\_\_\_\_\_  
**Staff Relations Coordinator,  
Human Resources**

\_\_\_\_\_  
**Bargaining Committee Member**

**Wage Schedule I**  
**Effective May 1, 1999**

Job Grade	Job Classification	Wage Rate	Group Leader Rate	Shift Engineer Rate
1	Custodian II	13.04		
2	Custodian I Tradeshelper	14.15	15.05	
3	Groundsperson	14.40	15.30	
4	Truck Driver (Personnel) Auto Mechanic II Electrical Repairperson Fire Systems Maintainer	14.69		
5	Building Serviceperson III	15.54		
6	Equipment Operator Stationary Engineer 4th Class	15.76	16.66	
7	Grounds Gardener	16.16		
8	Horticulturist Mechanic II Building Serviceperson II	17.05	17.95	
9	Stationary Engineer 3rd Class	18.29	19.19	18.94
10	Electrician Auto Mechanic Mechanic I Building Serviceperson I	19.27	20.17	
11	Stationary Engineer 2nd Class	20.05	20.95	20.67

**Wage Schedule II**  
**Effective May 1, 1999**

Job Grade	Job Classification	Wage Rate	Group Leader Rate
1	Bar Services Assistant	11.62	
2	Food Services Assistant Kitchen Porter	13.04	13.94
3	Stores Clerk Assistant Transporter	13.51	
4	Salesperson Pastry Plus Assistant Baker	14.69	
5	Cook Baker Stores Handler Catering Serviceperson	15.54	16.44

**Wage Schedule I**  
**Effective May 1, 2000**

Job Grade	Job Classification	Wage Rate	Group Leader Rate	Shift Engineer Rate
1	Custodian II	13.17		
2	Custodian I Tradeshelper	14.29	15.19	
3	Groundsperson	14.54	15.44	
4	Truck Driver (Personnel) Auto Mechanic II Electrical Repairperson Fire Systems Maintainer	15.19		
5	Building Serviceperson III	16.05		
6	Equipment Operator Stationary Engineer 4th Class	16.27	17.17	
7	Grounds Gardener	16.67		
8	Horticulturist Mechanic II Building Serviceperson II	17.57	18.47	
9	Stationary Engineer 3rd Class	18.47	19.37	19.12
10	Electrician Auto Mechanic Mechanic I Building Serviceperson I	19.77	20.67	
11	Stationary Engineer 2nd Class	20.55	21.45	21.17

**Wage Schedule II**  
**Effective May 1, 2000**

Job Grade	Job Classification	Wage Rate	Group Leader Rate
1	Bar Services Assistant	11.74	
2	Food Services Assistant Kitchen Porter	13.17	14.07
3	Stores Clerk Assistant Transporter	13.65	
4	Salesperson Pastry Plus Assistant Baker	15.19	
5	Cook Baker Stores Handler Catering Serviceperson	16.05	16.95

**Wage Schedule I**  
**Effective May 1, 2001**

Job Grade	Job Classification	Wage Rate	Group Leader Rate	Shift Engineer Rate
1	Custodian II	13.55		
2	Custodian I Tradeshelper	14.68	15.58	
3	Groundsperson	14.89	15.79	
4	Truck Driver (Personnel) Auto Mechanic II Electrical Repairperson Fire Systems Maintainer	15.34		
5	Building Serviceperson III	16.21		
6	Equipment Operator Stationary Engineer 4th Class	16.43	17.33	
7	Grounds Gardener	16.84		
8	Horticulturist Mechanic II Building Serviceperson II	17.75	18.65	
9	Stationary Engineer 3rd Class	19.01	19.91	19.66
10	Electrician Auto Mechanic Mechanic I Building Serviceperson I	20.37	21.27	
11	Stationary Engineer 2nd Class	21.16	22.06	21.78

**Wage Schedule II**  
**Effective May 1, 2001**

Job Grade	Job Classification	Wage Rate	Group Leader Rate
1	Bar Services Assistant	11.86	
2	Food Services Assistant Kitchen Porter	13.55	14.45
3	Stores Clerk Assistant Transporter	14.04	
4	Salesperson Pastry Plus Assistant Baker	15.34	
5	Cook Baker Stores Handler Catering Serviceperson	16.21	17.11

