

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

Effective May 1, 2008

Canadian Union of Public Employees, Local 793

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AGREEMENT

This Agreement is entered into at Waterloo Ontario effective on the 1st day of May, 2008.

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 3(a), 3(b) and 3(c), 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. It is the desire of both parties to this agreement to display a spirit of mutual trust and understanding in an effort to maintain and improve the existing harmonious relationship. To promote the morale, well being and security of employees in the bargaining unit, the parties will secure prompt and equitable resolution of any grievances arising out of the administration of this agreement. It is agreed that neither management nor the union will issue directives in contravention of any applicable legislation.

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 the Union executive.

3. The word "Employee" or "Employees" whenever used in this Agreement will apply only to Regular employees as defined in Clause 3(a), 3(b) and 3(c) below who have successfully completed the probationary period. It will not apply to temporary employees, part-time employees, or seasonal employees, as defined in 3(d), 3(e) and 3(f) below:

a. Regular Ongoing– 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. Regular Ongoing positions are advertised in accordance with Article 34 of this agreement and employees are appointed on a UW Regular Appointment Authorization form or a UW Confirmation of Change form.

b. Regular Recurring - any employee who continuously works in excess of 22 hours per week, and whose appointment is intended to be for a minimum of six (6) months and a maximum of ten (10) months per single period of employment, and whose defined period of employment recurs each year. Regular Recurring positions are advertised in accordance with Article 34 of this agreement and employees are appointed for a defined term of employment on a UW Regular Appointment Authorization form or a UW Confirmation of Change form.

c. Apprentice - any employee who accepts the terms of employment as an apprentice by agreement between the employee, the University of Waterloo and the Ministry of Training, Colleges and Universities, and as set out under Article 23 Apprentices, and the Apprenticeship Guidelines. Apprentice employees are appointed on a UW Regular Appointment Authorization form or a UW Confirmation of Change form.

d. 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. Temporary positions are not subject to the terms of Article 34 of this agreement, however, in any circumstances where a temporary employee has worked for eight (8) consecutive months in a given position, that position will be advertised in accordance with Article 34 and a candidate will be selected to fill the position by the end of the twelve month period specified herein.

Temporary employees are appointed on a UW Temporary Employment Authorization form. The University will provide the Union with copies of Temporary Employment Authorizations for all temporary employees, specifying the start and end dates of employment at the University.

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.

e. Part-Time Casual – any employee who normally works twenty-two hours per week or less regardless of the duration of employment. Part-time Casual employees are appointed on a UW Casual Earnings form.

f. Seasonal – any employee who accepts employment of a seasonal nature such as is normally performed by the University during the summer months. Seasonal employees are normally students and are appointed on a UW Temporary Employment Authorization form.

4. The University acknowledges that no Supervisor shall perform work on any job within the Bargaining Unit except for purposes of instruction, experimentation and

training unless the work to be performed has been identified together with the work period which will be mutually agreed to and in consultation with the Union.

Supervisory or management personnel may complete bargaining unit duties in case of an emergency. Emergency is defined as a serious and unexpected situation requiring immediate attention. Staffing emergencies may be covered by Supervisors or Managers for a maximum of thirty (30) minutes. Any coverage in excess of thirty (30) minutes must be documented and reported to Labour/Management and/or Food Services Ad Hoc committee(s).

5. It is agreed that Clause 4 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 3(a), 3(b) and 3(c) until management has given full consideration to the feasibility of a reduction in the hours worked by part-time casual employees as defined in 3(e).
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, Maintenance & Utilities, 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 reasonably, 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 prohibited grounds set out in the Ontario Human Rights Code.

The prohibited 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, disability 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 prohibited 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.
9. 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.
10. Support and information is available through the EAP Officer of CUPE Local 793, CUPE Local 793 Union Executive, Office of Conflict Management 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 sixty (60) minutes during the first week 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.

The parties agree to implement an additional hour of orientation in relation to working conditions in conjunction with the University upon completion of the probationary period.

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 6 (Union Security and Dues Check-off).
4. After ratification of each new collective agreement, the employer agrees to distribute to all employees within the bargaining unit, a copy of a new agreement in booklet form. The employer agrees to provide the new agreement booklet thirty (30) days after CUPE 793 has confirmed in writing that the new draft agreement has been approved for printing. The employer will supply an additional one hundred (100) copies to the union office. The employer will include in each hiring package, a copy of the collective agreement to each new employee. In addition, the employer will also provide the Union with an electronic copy of the Collective Agreement.

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 3(a), 3(b) and 3(c), 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 :

Hourly Base Wage x Regular hours worked per pay cycle x Local 793 Rate %

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.

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.

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 3(d) 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.

It shall be the obligation of each member covered under the terms of this agreement to provide the University with his/her current residential address and telephone number, with a copy to Local 793. If an employee fails to do this, the University shall not be responsible for failure of a notice sent by registered mail to reach such employee. This information will not be posted nor shared with anyone, other than the parties to this agreement, without the member's consent.

Human Resources agrees to provide employment particulars to CUPE 793 at the time of hiring.

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 fifteen (15) stewards. It is intended that each of these stewards will represent a specified group of employees as hereunder defined:

Five Stewards	Plant Operations -	Custodial Group
Three 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. In cases where a steward position in a specified group is vacant or a steward is not available on shift, representation may be provided by a steward from another specified group.

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

One (1) Chief Steward will be elected from the above fifteen (15) steward positions and will represent the Union as it relates to any grievances.

2. The employer shall grant upon request leave of absence without loss of pay or service credits to not more than eight (8) members of the Union Bargaining committee (including the President) for the purpose of conducting the negotiation of the Collective Agreement. The Union will make every effort to ensure that one member will be appointed from each of the two Food Services seniority groups (Article 8.6a and 8.6b) and will be from two different Job Grades (Wage Schedule II).

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 1, clause 3a and 3b. The Union agrees to provide appropriate Steward training within six (6) months of appointment.
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 be 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.

The employer shall grant upon request, leave from duties without loss of pay or service credits by the University for the purpose of attendance at joint committee meetings and to meet with the National Representative prior to mutually agreed to meeting dates.

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.

Regular Recurring as defined in Article 1, clause 3(b) will accrue seniority by paid hours of service at straight time.

Temporary employees, who accept regular employment, will have their service for seniority purposes dated from the 'effective date' shown on the regular appointment authorization. In instances wherein a temporary employee accepts regular employment without a break in service longer than two (2) weeks, and who has completed the seventy (70) day probationary period, the employee will receive credit for all their service retroactively to the effective date of their last temporary authorization.

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 removed 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 removed 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 removed 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.

c. All bargaining unit employees have the right to apply to any vacant regular positions advertised by Human Resources on the Daily Bulletin and/or the Positions Available List, subject to the provisions of Article 8.7. All interested employees should apply directly to Human Resources and provide an updated resume.
6. a. All regular Food Services employees, as defined in Article 1, clause 3(a), 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 3(a), 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 Food Services employees, as defined in Article 1, clause 3(b), 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.

d. All regular Food Services employees, as defined in Article 1, clause 3(b), 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.

e. All regular Plant Operations employees, as defined in Article 1, clause 3(a), will be considered as one working group, and will exercise accrued seniority within that single working group.

f. All regular Plant Operations employees, as defined in Article 1, clause 3(b), will be considered as one working group, and will exercise accrued seniority within that single working group.

g. Employees in any of the working groups described above, 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.

h. Where the open position as defined in 6(g), 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.

- i. Where an employee is assigned to any position subject to Clause 6(h), the employee shall retain all seniority accrued in the previous position and shall continue to accrue total seniority in the new position.
 - j. 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. Qualifications, skill, ability and acceptable attendance record of the employee to perform the normal duties of the position.

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. 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.
10. For the purpose of layoffs and recall, bargaining unit employees as defined in Article 1, clause 3(a) and 3(b) will exercise accrued seniority only within his/her seniority list as defined in clause 6(a) through (f) inclusive.
- 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. Insofar as it is practicable to do so in the Food Services Department, the University agrees to give first consideration to the seniority standing of employees within each working seniority group as indicated in Article 8, clause 6 (a) (c) – student village facilities, and (b) (d) – other than student village facilities, when assigning such employees to continuous shift assignments greater than three (3) months. Expressions of interest should be made in writing to management by those interested in obtaining a change in continuous shift assignment.

In cases where shift assignments exceed three (3) months but are not continuous (e.g. long-term sick leave, maternity and paternity leave, etc), the employee granted the temporary shift assignment will return to their former shift assignment upon the return of the employee on leave.

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 6(a) to 6(f) inclusive, 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 6(a) to 6(f) inclusive, 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 11(a) of this Article.

f. For layoffs within any of the working groups defined in Clause 6(a) to 6(f) inclusive, 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.

11. When an employee is in receipt of a lay off notice as outlined in Article 8.11(c), (d) and (e), the employee may opt to accept the layoff for the prescribed period of time without loss of seniority.

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.

12. The employer shall develop a separate list for the employees in each of the four Food Services working groups and for employees in each of the two Plant Operations working groups, as defined in Clause 6(a), 6(b), 6(c), 6(d), 6(e) and 6(f) 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 at the end of February and end of September of each year.
13. 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 36).
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.
4. The employer agrees that any employee, who is required to renew any certificate of qualification required for their job, will be reimbursed the full cost of renewal.

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.

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. All over-time will be paid out in 30 minutes increments rounded up.
 - b. For pre-scheduled overtime, the full assignment must be distributed during the employees' regular shift. Any pre-scheduled overtime attached to the start or end of the regular shift will be paid on a time worked basis.
 - c. Any over-time during hours apart from the employees' regular shift will be paid out at a minimum 4 hours.
 - d. Meal allowances are not provided for pre-scheduled overtime except in the case when the pre-scheduled overtime shift is extended by a minimum of two (2) hours without notice, and each four hour extension thereafter.
6. It is agreed that the supervisor will maintain, post 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 two (2) or more hours will receive a meal allowance of \$15.00.

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 including a 4:00 pm shift start on the last working day prior to a statutory holiday. However, employees may elect to maintain their regular schedule prior to a statutory holiday provided they have advised their supervisor at least two (2) weeks prior to the holiday in writing. 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 one hundred eighty (180) 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 3 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 3 - time and one half.

- c) any hours worked on the scheduled days off in the schedule referred to in clause 3 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. A weekend will be defined as two (2) consecutive days off.
- 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 or beyond seven (7) consecutive days in any two (2) week pay period.
- 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 one hundred eighty (180) days of the overtime worked.

Article 12

Shift Work

1. Effective May 1, 2008 a shift premium will be paid at .90 for each hour on any shift which starts between 3:00 pm. to 4:59 am.

Effective May 1, 2009 a shift premium will be paid at 1.00 for each hour on any shift which starts between 3:00 pm. to 4:59 am.
2. 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.
3. 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.
4. It is agreed that there shall be no splitting of shifts.
5. It is agreed that employees in the Grounds department may elect on an individual basis to start no earlier than 6:00 am, by mutual agreement, during the months of May to August.
6. The Food Services department agrees to implement a three (3) week schedule, which will be posted at least one (1) week prior to the posting period. Any shift changes to the posted schedule would be made by mutual consent between management and the employee(s) involved and signed off on the posted schedule.

With the understanding that weekend work is necessary, the University will endeavor to schedule at least every other weekend off within the recognized school

term, excluding times determined as periods of layoff. This excludes employees who are hired through postings that require them to work weekends on a regular basis.

Any employee who elects to work weekends must indicate their preference in writing at least two weeks prior to the start of the recognized school term.

The foregoing is not meant to preclude scheduling for business needs in UW Catering.

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-in 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.

Call-in emergencies will be any request for over-time not offered during the employees' regular shift. Each call-in emergency will be paid out at a minimum 4 hours, and shall not be combined with any assignment not related to the emergency.

3. In the case of call-in 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	Family Day
Good Friday	Victoria Day
Canada Day	Civic Day
Labour Day	Thanksgiving Day
Christmas Day	Boxing 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.
7. Those regular employees as defined in Article 1, clause 3(b) will have their statutory holiday pay calculated consistent with the provisions of the Employment Standards Act.

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 1st through June 30th) 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 11, Part B of this Collective Agreement.

For the purposes of interpretation, a week of vacation starts at the end of the last shift worked and ends at the beginning of the first scheduled shift back.

3. a. Regular bargaining unit employees as defined in Article 1, clause 3(a) 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.

Regular bargaining unit employees as defined in Article 1, clause 3(b) shall receive a payment equivalent to his/her accrued pro rated vacation credits calculated at his/her regular rate of pay exclusive of shift premiums, in each pay period.

<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
- 4 WEEKS AFTER 4 YEARS
- 4 WEEKS AFTER 5 YEARS
- 4 WEEKS AFTER 6 YEARS
- 4 WEEKS 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 + 1 DAY AFTER 20 YEARS
- 5 WEEKS + 1 DAY AFTER 21 YEARS
- 5 WEEKS + 2 DAYS AFTER 22 YEARS
- 5 WEEKS + 2 DAYS AFTER 23 YEARS
- 5 WEEKS + 2 DAYS AFTER 24 YEARS
- 5 WEEKS + 3 DAYS AFTER 25 YEARS
- 5 WEEKS + 3 DAYS AFTER 26 YEARS
- 5 WEEKS + 4 DAYS AFTER 27 YEARS
- 5 WEEKS + 4 DAYS AFTER 28 YEARS
- 5 WEEKS + 4 DAYS AFTER 29 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 14, 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 14 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 5(a) 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 for both Plant Operations and Food Services will be posted each year no later than March 31st. 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 illness or accident 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. 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 Casual and Seasonal employees, as defined in Article 1, clauses 3(e) and 3(f) as well as Probationary employees as defined in Article 8.1(a) 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 seven (7) full working days prior to the date on which the immediate supervisor was formally advised of the complaint.
5.
 - a. Individual Grievance
A grievance signed by an individual employee who 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 seven (7) 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 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, and the Director, Staff and Labour Relations in Human Resources. 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 seventh (7) 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 17 of this Agreement.

7. Any adjustment arising out of the settlement of a grievance defined in clause 5(a), 5(b), and 5(c), 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 17 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. The Union must provide written notice of their desire to go to arbitration within ninety (90) working days of the Step 3 decision by the Associate Provost, Human Resources and Student Services. If this time limit is exceeded, the grievance shall be considered to have been abandoned.

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 seven (7) 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 seven (7) full working days, either party may then request the Minister of Labour for the Province of Ontario to appoint a chairperson. The parties may mutually agree to the use of a single arbitrator instead of a panel.

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, Union representation shall be present at the time that he/she is advised of the suspension unless union representation is declined by the employee. 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 seventh (7) 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 hand delivered copy before it is placed in his/her official file. The employee may add comments to the document before it is filed.

Union representation shall be present when a Warning or Disciplinary note/letter is issued to an employee unless union representation is declined by the employee. The Union will receive a copy of all such warning, disciplinary notes/letters. In cases where an employee is not available to receive the warning or disciplinary note or letter personally, a copy will be sent by registered mail or courier to the mailing address provided by the employee.

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 of Waterloo adheres to the Personal Health Information Protection Act (PHIPA), 2004, and all other relevant legislation including the Regulated Health Professions Act, 1991, Workplace Safety and Insurance Act, 1997, and Occupational Health and Safety Act, 1990. All medical information provided is confidential. The employee is not obligated to share medical information with his/her manager/department head; however, the manager/department head will be advised of any required modifications to duties or hours worked.

The University agrees that "sick leave" as defined in the current University of Waterloo Pension and Benefit booklets 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 their 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 the Disability Advisor in Human Resources or the Occupational Health Nurse in Health Services. Health records in Human Resources are kept separate from other employment records to respect privacy and confidentiality concerns with access only by the Disability Advisor.

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.

7. Regular employees as defined in Article 1, clause 3(b) will have his/her entitlement to sick leave benefits accrued on a pro rata basis according to his/her FTE (Full Time Equivalent), consistent with the provisions of the University of Waterloo "sick leave" program.

Article 20

Absenteeism

1. 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 current University of Waterloo Pension and Benefit booklets, 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. Regular employees as defined in Article 1, clause 3(b) will have his/her premiums paid by the University on a pro rata basis according to his/her FTE. 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 current University of Waterloo Pension and Benefit booklets.

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

These benefits are subject to annual or lifetime maxima which are subject to annual adjustment by the Pension and Benefits Committee.

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. The normal retirement date within the UW pension plan for all UW employees is the first day of the month coinciding with or next following the date of attaining age 65. Employees are able to continue employment as long as they are able to perform their jobs satisfactorily and the terms of the collective agreement will continue to apply. Legislation dictates that employees must begin to receive their pensions at the end of the calendar year in which they turn 71. Benefits for employees who work past age 65 are the same benefits that apply to academic support staff.
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, spouse - partner, son, daughter, brother, sister, father or mother, mother-in-law, father-in-law, son-in-law, daughter-in-law.

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

Employees may elect to set aside one (1) day for the memorial or burial to be held at a later date.

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: 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.

Employees may elect to set aside one (1) day for the memorial or burial to be held at a later date.

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 or memorial service of the deceased and shall be granted only on the day of such funeral or memorial service.

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.

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 Training, Colleges and Universities.
 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 two (2) weeks in advance of the time requested and management will provide an answer to each applicant within a reasonable period of time following the date on which the request was submitted.

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

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

2. Upon written request, leaves of absence may be granted at the discretion of the University to such employee or employees who have been selected or appointed to represent the Union at Union functions. In no case will the University permit more than two (2) such employees to be on leave of absence from any one section, nor more than a total of four (4) such employees from the entire bargaining unit to be on leave of absence during any given period. Such leave of absence time shall not exceed an aggregate total of sixty (60) 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, twenty-five (25) employer paid union days, which is equivalent to 200 hours 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.
10. Employees of CUPE Local 793 will be covered under the same provisions of University of Waterloo Emergency Leave Guidelines as provided for non union staff.

Article 25

Pregnancy and Parental Leaves

1. The parties agree that the members of CUPE local 793 will have the same eligibility for the revised Pregnancy and Parental Leave as described in University of Waterloo Policy #14 for academic support staff.

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. The University insists that all persons associated with the University (including those who are employees and those who are not, e.g. students, adjunct professors, visiting professors, contractors, sub-contractors) adhere to the pertinent municipal, provincial and federal legislation and standards, and University policies and procedures.
2. Each staff member has primary responsibility for their own safety and actions, and for others affected by their actions. Supervisors and other persons in authority must provide for the health and safety of those under their authority, including training in specific work tasks, ensuring certified trainers are utilized where required, and must take necessary measures to comply with environmental requirements.
3. All members of the University community must report to their supervisor any hazardous conditions which are contrary to good health, safety or environmental practices or which contravene any legislative requirements. Supervisors are responsible for ensuring that corrective action is taken at once.
4. Each member of the University community must minimize the impact of University operations on the environment and respond diligently to incidents resulting from University activities.
5. 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 casual" employee result in a reduction in the regular hours of work of any employee.
 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	as per Employment Standards Act
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.
2. The parties acknowledge that athletic facilities are available on the main and north campus for use by all employees of the University at a reduced rate. The parties recognize that the annual fee for an affiliate membership is set solely by the Department of Athletics and Recreational Services and is subject to change.

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 on the Daily Bulletin, 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.
 - c. For Food Services and Custodial section, Regular Ongoing vacancies will be posted twice per year, and Regular Recurring vacancies will be posted once per year.

In the Custodial section, Regular Ongoing vacancies will normally be posted in June and November, and Regular Recurring vacancies will normally be posted in January.

In Food Services, Regular Ongoing vacancies will normally be posted in July and December, and Regular Recurring vacancies will normally be posted in July.

It is understood that some vacancies may be posted at other times through the year as the need arises.

2. When a temporary position, which is expected to have a duration of two (2) months or more, becomes available a Regular employee as defined in Article 1, clause 3 (a) and (b), 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, as defined in Article 1, clause 3(a) and (b), 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 January 25, 2002 agreement between the University and the Union.
3. Employees in Food Services are entitled to two (2) ten (10) minute breaks in each shift of seven (7) hours or more.

Article 36

Duration and Modification of Agreement

1. This Agreement will take effect on the first (1) day of May 2008, and shall continue in effect until April 30, 2010. 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, 2010, or so preceding each anniversary date thereafter of the said expiration date that it desires to amend or terminate the Agreement.

Article 37

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 / Shift Engineer – 7%

Bargaining unit members assigned an Apprentice, are not eligible for a Group Leader / Shift Engineer rate in addition to his/her regular hourly rate of pay.

Definition of “functional guidance” - Directs a co-worker(s) doing detailed work related to position, or serves as channel through which work is directed or checked, or assigns, checks and maintains the flow of work where procedures are standardized.

Responsibilities:

A Group Leader / Shift Engineer is an employee with all of the following duties and responsibilities:

- regularly performs bargaining unit work;
- regularly provides functional guidance and direction and maintains standards of productivity for a work group of bargaining unit members without actually assuming the role of supervisor as defined under the Labour Relations Act;
- may schedule and assign work and keep records as required;
- assists the Supervisor with inventory management, problem solving, and other appropriate duties as assigned;
- may assist contractors and sub contractors in arranging shutdowns for shops or contractor activities (Plant Operations only);
- must comply with all departmental policies and procedures;

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 2nd 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 2nd Class Engineer is not available a Shift Engineer holding a 3rd 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 and an Executive member 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
- review ways to maximize available full time hours in all Food Services bargaining unit classifications during the May through August summer layoff exclusive of full-service Tim Horton's outlets.

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.

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, 2014, covering retirements on or before May 1, 2017.

Letter of Understanding # 3

LETTER OF AGREEMENT
BETWEEN THE UNIVERSITY OF WATERLOO
AND C.U.P.E., LOCAL 793, C.L.C.
June 3, 2008

Both parties are in agreement to amend the existing agreement regarding Apprentices effective June 3, 2008.

APPRENTICESHIP GUIDELINES

1 Guidelines for New Apprentices

- 1.1 First consideration will be given to filling a tradesperson job opening by promotion from lower classifications according to Articles 8.7 and 34.1. If this is not possible, the feasibility of appointing an apprentice will be explored. The urgent need for a specific skill, the number of existing apprentices, and the need to infuse outside skills will be taken into account. There will normally be only one apprentice per section. If neither promotion nor apprenticeship is feasible, a tradesperson will be recruited from outside the Bargaining Unit / University according to Article 34.
- 1.2 Apprenticeships may be offered, as the opportunity arises, in trades where all aspects of the applicable MTCU training profile outlines can be met. In addition, the hours that Operating Engineers are employed in the Power Plant count toward the upgrading of their qualifications (ticket). They are assisted and encouraged to upgrade themselves to be eligible for promotion to position openings that may arise.
- 1.3 When selecting employees for apprenticeship positions, first preference will be given to regular employees represented by CUPE Local 793 according to Article 23.1. If more than one application is received from existing members a joint selection committee made up of equal numbers of management and CUPE representatives from the area involved will evaluate the applicants. This evaluation may include a written test or other means to determine an applicants' suitability for the position. If there are no suitable internal candidates an apprentice may be recruited from within, and then from outside the University.
- 1.4 Apprentice applicants must meet educational requirements according to the job description of the trade and have demonstrated an interest and aptitude for the trade.
- 1.5 Apprentices are regular employees who (continue to) accumulate seniority throughout the apprenticeship. They are promoted by confirmation of changes through the designated steps of the apprenticeship to the appropriate job classification wage rate. These promotions will not be posted. The provisions of Article 8.8 will apply to apprentices promoted from within.
- 1.6 The apprentices will be considered as a separate group during the term of their apprenticeship. They are not eligible for consideration for job postings except by Management's consent. The apprentice positions are not considered "equivalent

. . . or lower job classifications" for the exercise of seniority as referred to in Article 8 clause 12.

- 1.7 If an active apprentice position is discontinued for reasons other than performance and through no fault of the incumbent, the employee will receive appropriate notice as per article 29.6 and will be able to exercise seniority in accordance with article 8.12. The equivalent job classification referred to in the article will be either the classification held at the time of appointment to the apprentice position, if applicable, or to Custodian II.
- 1.8 The pay for an Apprentice will start at 70% of the corresponding journeyman wage rate. At the successful completion of each of the module periods of training and schooling the rate will be increased. This increase will be calculated by dividing the 30% difference between the initial and final rates by the number of modules in the training program, i.e. if there are five modules in the program each successful module completed will result in a 6 % increase. When the final module is successfully completed and the Certificate of Qualification is received the Apprentice will receive the wage rate applicable to a journeyman.
- 1.9 Apprentices need to be trained in the varying skills the department can provide. The apprentices will be assigned to various sections and work groups, as required, to get a broad range of experience. An individual who has an apprentice assist them for specific assignments or training will not be eligible for the group leader premium.
- 1.10 The failure to progress in a satisfactory manner and speed will be handled in the same way as any other performance problem. There will be progressive discipline from a verbal warning up to and including dismissal. Failure to attain passing grades will be viewed as unsatisfactory performance. The specific action will be taken after consultation with the Training Consultant from the Ministry of Training, Colleges and Universities. No more than one failure will be allowed in any case.
- 1.11 For personnel selected for the program from outside the bargaining unit, withdrawal from a trade school course will be treated as a termination of the apprenticeship contract and may result in termination of employment. For personnel selected who were current CUPE 793 members, first consideration will be given to placement of the individual into any available vacant position for which they are qualified under the provisions of Article 8.7.
- 1.12 Fees associated with attending trade school are to be initially paid by the apprentice. After successful completion of the program and obtaining a Certificate of Qualification the apprentice will be reimbursed for trade school fees, exclusive of books, materials which remain the property of the apprentice and administrative fees (tuition costs only are eligible). This reimbursement is to be prorated over a period of three subsequent years of continuous employment in the trade chosen (three years after achieving a Certificate of Qualification).
- 1.13 Financial assistance is available while attending trade school in accordance with Plant Operations General Office procedure E1 (attached).

Letter of Understanding # 4

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

The Parties agree to create two ad hoc health and safety committees, one in each of Food Services and Plant Operations departments, comprised of a maximum of three (3) representatives from CUPE Local 793 and a maximum of three (3) representatives from management.

The parties agree to meet no fewer than 9 times per year, to address concerns unique to each department. The parties also agree that there shall be no retribution exercised on any employee who reports a bona fide unsafe work practice.

Letter of Understanding # 5

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

The parties recognize the value of training and development for all employees in the bargaining unit.

The parties also acknowledge management's right to conduct an annual employee review with all employees as defined in Article 1 clause 3(a) and (b) in a manner that allows for open communication on employee job assessment. It is understood that such assessment is intended for the purposes of determining training needs for career development, and is not intended for disciplinary purposes.

Training and Development opportunities may be provided by the department in specific areas of need or may be provided through the courses currently offered by the Staff Training and Development Committee.

Letter of Understanding # 6

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

It is agreed that a joint committee made up of Food Services employees will determine Apprenticeship Guidelines to address attrition of Food services trades. Both parties agree that these guidelines will be specific to Food Services and will abide by the general principles of the current Apprenticeship Guidelines established in Plant Operations.

Letter of Understanding # 7

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

The parties agree that all permanent positions at any satellite or outreach facilities will be posted in the normal manner through the Human Resources department.

Any employee who is temporarily assigned to a satellite or outreach facility will be provided with transportation to and from the site.

Letter of Understanding # 8

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

Food Services – Overtime

The parties agree to meet jointly within the ad hoc committee to address additional overtime processes not covered by Letter of Understanding – Overtime Guidelines. The Union will appoint at least one (1) committee member from the Executive to attend.

Specifically, these additional processes include, but are not limited to, statutory holidays, lead hands and rotation of overtime by classification within units, which is to be incorporated.

The parties will complete the overtime guidelines by May 1, 2009 and will implement any trial applications by May 15, 2009 for a period not less than six (6) months followed by a review and, if required, implement an additional trial period(s).

Should the parties be unable to meet these requirements as of May 1, 2009, the parties within ten (10) working days agree to enlist the assistance of Human Resources and the CUPE National Representative. If the parties do not reach agreement with the assistance of Human Resources and the National Representative, either party may refer the issue to mediation within twenty (20) working days.

Letter of Understanding # 9

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

Overtime Guidelines - Plant Operations

1. Overtime is defined as both pre-scheduled and call-in.
2. The Parties agree that it is the responsibility of management to ensure the equitable distribution of overtime opportunity and to maintain an ongoing overtime list.
3. The opportunity for overtime will be distributed equitably by classification on a rotational basis. The equitable distribution of overtime shall be assessed over a contract year starting May 1st to the following April 30th. At the beginning of each contract year, everyone on the rotation list will be credited with zero (0) hours and the order of opportunity for overtime will be the same as that of the final year end list.
4. When an employee is offered overtime, both accepted and declined overtime hours count as hours worked with the exception of item 5.
5. Employees on sick leave or approved leaves of absence will not be credited with declined or offered hours for any shifts up to a maximum of 30 calendar days. For sick leave or approved leaves of absence in excess of 30 calendar days, employees returning to work will be credited with the most amount of hours.
6. Employees on vacation are deemed not available for overtime during their scheduled vacation period. For the purposes of interpretation, a week of vacation starts at the end of the last shift worked and ends at the beginning of the first scheduled shift back. In the event no other person is available, a member on vacation may choose to accept overtime.
7. Should no employee accept overtime hours, the most junior employee will be assigned the overtime as mandatory.
8. Any employee may remove their right to overtime by signing the authorized form advising the University they do not wish to be offered overtime. It is understood that employees may reverse this decision at any time by withdrawing the authorized form. When an employee becomes available for overtime they will be credited with the most amount of hours.
9. Newly hired employees will be credited with the most amount of hours.
10. The parties agree that any employee not assigned to shift work may request time off in proportion to pay earned for overtime worked. This time off must be scheduled at a time mutually agreed upon by their supervisor and the employee and taken within a period of 180 days of the overtime worked.

11. If operational issues arise out of the implementation of this guideline, the parties agree to jointly resolve the identified concerns.
12. Notwithstanding the above, overtime in the Custodial Section will be equitably distributed within four campus zones. Custodians are able to register for overtime in one zone, and within each zone, overtime will be assigned on a rotational basis, as per the Overtime Guidelines.

Additionally, Custodians will be allowed to register for overtime in a second zone. However, Custodians registered in two zones will be assigned overtime on a rotational basis such that their total overtime of the two zones will be relatively equal with the average of the higher zone.

Composition of zones will be decided by mutual agreement of an ad hoc Overtime Committee made up of two Custodial CUPE stewards, one Executive member chosen by the Union, and three Custodial management staff.

Custodians requesting movement from one zone to another will commence rotation at the current most number of hours in the new zone. This system will be trialed for one year.

Letter of Understanding # 10

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

Literacy Program

The parties mutually agree to implement a joint committee of equal representation consisting of two (2) union and two (2) management representatives as well as the Director, Organizational and Human Development (or designate) for the purpose of creating opportunities for members of CUPE Local 793 to access literacy programs and/or classes in English as a second language.

The committee will review both in-house and outside programs to identify qualified employees who may assist in training, availability of attendance, funding, et cetera, that may be of benefit to employees.

The parties agree that this joint endeavor will be addressed during the term of this collective agreement.

Letter of Understanding # 11

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

The University agrees that the Human Resources department will contact the CUPE Local 793 Executive Office regarding all scheduled Return to Work meetings with bargaining unit members. If a CUPE representative is required to attend such meetings, their role is described in the document "*General Terms on CUPE 793 Involvement with Return to Work Issues*" which was provided and agreed to in collective bargaining for this agreement.

Letter of Understanding # 12

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

CUPE Local 793 further agrees to endorse the agreement for a single Multi-Workplace Joint Health and Safety Committee for the University of Waterloo.

Letter of Understanding # 13

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

The parties agree to implement a one year trial as follows:

Any employee receiving a phone call during off hours who can resolve the issue without a call-in, will receive one (1) hour at their regular hourly rate as compensation.

The parties agree to implement the above procedure upon ratification of the collective agreement.

Letter of Understanding # 14

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

The University agrees to supply to the Union through the Food Services Labour/Management meetings in each of the terms a list of part-time employees from Food services outlining the amount of hours worked per week in the applicable term. The list will be generated by the Payroll department.

The three (3) terms will be defined as September, January and May.

The parties mutually agree that this process will begin upon ratification and will include September to December and will be delivered no later than fourteen (14) business days following December 31st of 2008.

Letter of Understanding # 15

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

The University agrees to provide a subsidy of \$150 every two (2) years, for CSA approved safety eyewear, where required by the nature of the job.

Letter of Understanding # 16

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

Boot Allowance

Food Services remains status quo at a maximum \$100.00 per year for purchasing up to two (2) pairs of non-slip shoes.

Plant Operations may purchase one (1) pair of green patch footwear to a maximum of \$125.00 per year, or a maximum of \$200.00 for one (1) pair every two (2) years.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives effective May 1, 2008.

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

UNIVERSITY OF WATERLOO
Waterloo, Ontario

CANADIAN UNION OF PUBLIC EMPLOYEES
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

Union Bargaining Committee Member

Director, Maintenance & Utilities,
Plant Operations

Union Bargaining Committee Member

Assistant Director,
Food Services

Union Bargaining Committee Member

Manager, Staff & Customer Relations,
Food Services

Union Bargaining Committee Member

Union Bargaining Committee Member

Union Bargaining Committee Member

Union Bargaining Committee Member

Wage Schedule I**Effective May 1, 2008**

Job Grade	Classification	Wage Rate	Group Leader / Shift Engineer
1	Custodian II	16.91	
2	Custodian I Tradeshelper	18.16	19.43
3	Groundsperson	18.43	19.72
4	Truck Driver (Personnel) Auto Mechanic II Electrical Repairperson Fire Systems Maintainer Mechanical Repairperson	18.96	
5	Building Serviceperson III	20.03	
6	Equipment Operator	20.31	21.73
7	Grounds Gardener Greenhouse Operator	20.85	22.31
8	Horticulturist Electrical Technician Stationary Engineer 4th Class	21.96	
9	Stationary Engineer 4 th (with G2) Mechanic II Building Serviceperson II Building Operator II	23.05	24.66
10	Building Serviceperson I Horticulturist/Arborist	25.20	26.96
11	Roofing Mechanic Building Operator Stationary Engineer 3 rd Class	25.76	27.56
12	Stationary Engineer 3 rd Class (with G2)	26.29	28.13
13	Electrician Auto Mechanic Mechanic I Stationary Engineer 3 rd Class (with G1)	26.89	28.77
14	Refrigeration Mechanic (existing description with G2) Mechanic I (with G2)	27.37	29.29
15	Refrigeration Technician (requires G1) Machinist / Millwright Mechanic I (with G1)	27.97	29.93
16	Stationary Engineer 2 nd Class Controls Technologist	29.02	31.05

Group Leader / Shift Engineer premium = 7% of wage rate

Wage Schedule II**Effective May 1, 2008**

Job Grade	Job Classification	Wage Rate	Group Leader
1	General Cafeteria Helper	15.78	
2	Food Services Assistant Kitchen Porter	16.76	17.93
3	Assistant Stores Handler	17.38	
4	Salesperson Assistant Baker Catering Event Person	18.96	
5	Cook Baker Stores Handler	20.04	21.44

Group Leader premium = 7% of wage rate

Wage Schedule I**Effective May 1, 2009**

Job Grade	Classification	Wage Rate	Group Leader / Shift Engineer
1	Custodian II	17.57	
2	Custodian I Tradeshelper	18.70	20.01
3	Groundsperson	18.98	20.31
4	Truck Driver (Personnel) Auto Mechanic II Electrical Repairperson Fire Systems Maintainer Mechanical Repairperson	19.53	
5	Building Serviceperson III	20.63	
6	Equipment Operator	20.92	22.38
7	Grounds Gardener Greenhouse Operator	21.48	22.98
8	Horticulturist Electrical Technician Stationary Engineer 4th Class	22.62	
9	Stationary Engineer 4 th (with G2) Mechanic II Building Serviceperson II Building Operator II	23.74	25.40
10	Building Serviceperson I Horticulturist/Arborist	25.96	27.78
11	Roofing Mechanic Building Operator Stationary Engineer 3 rd Class	26.53	28.39
12	Stationary Engineer 3 rd Class (with G2)	27.08	28.98
13	Electrician Auto Mechanic Mechanic I Stationary Engineer 3 rd Class (with G1)	27.70	29.64
14	Refrigeration Mechanic (existing description with G2) Mechanic I (with G2)	28.19	30.16
15	Refrigeration Technician (requires G1) Machinist / Millwright Mechanic I (with G1)	28.81	30.83
16	Stationary Engineer 2 nd Class Controls Technologist	29.89	31.98

Group Leader / Shift Engineer premium = 7% of wage rate

Wage Schedule II

Effective May 1, 2009

Job Grade	Job Classification	Wage Rate	Group Leader
1	General Cafeteria Helper	16.36	
2	Food Services Assistant Kitchen Porter	17.26	18.47
3	Assistant Stores Handler	17.90	
4	Salesperson Assistant Baker Catering Event Person	19.53	
5	Cook Baker Stores Handler	20.64	22.08

Group Leader premium = 7% of wage rate