

# **COLLECTIVE AGREEMENT**

BETWEEN

**THE UNITED STEEL, PAPER AND  
FORESTRY, RUBBER MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL AND  
SERVICE WORKERS INTERNATIONAL  
UNION (USW)**

**On behalf of  
Local 4120**



**And**

**THE UNIVERSITY OF GUELPH**



**EXPIRY DATE  
April 30, 2011**

**05308 (11)**

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This Agreement made this 11<sup>th</sup> day of August, 2008.

Between

THE UNIVERSITY OF  
(hereinafter called the “University”)

OF THE FIRST PART

and

THE UNITED STEEL, PAPER AND FORESTRY, RUBBER MANUFACTURING,  
ENERGY ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL  
UNION (USW)  
(hereinafter called the “Union”)

OF THE SECOND PART

Now, therefore, the Parties are agreed as follows:

ARTICLE 1 – DEFINITIONS

- 1.01 “Employee” means an employee of the University included in the bargaining unit as defined in paragraph 3.01 of this Agreement.
- 1.02 Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included.
- 1.03 “Day” means working day for the individual concerned unless otherwise specifically stipulated. In the case of grievance administration, “day” means a working day in the University’s Human Resources Division.
- 1.04 “Vacation year” and “year” means the period from January 1<sup>st</sup> to December 31<sup>st</sup> annually.
- 1.05 “Lay-off” means cessation of employment because of lack of work in an employee’s salary band or the discontinuation of a function or facility of the University.
- 1.06 “Regular full-time” means an employment class at the University conferring upon its incumbents the anticipation of:

- (a) hours of work of normally thirty-five (35) or thirty-seven and one-half (37½) hours per week for agricultural workers and agricultural assistants.
  - (b) an indeterminate term of employment.
- 1.07 “Temporary full-time” means an employment class at the University conferring upon its incumbents the anticipation of:
- (a) hours of work of normally thirty-five (35) or thirty-seven and one-half (37½) hours per week for agricultural workers and agricultural assistants.
  - (b) except as provided in Article 17.01 (a) determinate term of employment not to exceed twenty four (24) months.
- 1.08 “Paid status” means drawing wages for time worked, for paid sick leave, for paid holidays, for vacation leave, for bereavement leave, for jury duty, for military leave, paid/unpaid parental leave, Union leave and for periods of Workers’ Safety and Insurance Board Benefits.

ARTICLE 2 – PURPOSE

- 2.01 The purpose of this Agreement is to secure the benefits of collective bargaining, a method of settling any difference between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement, and to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the University and the Union.

ARTICLE 3 – RECOGNITION

- 3.01 The University recognizes the Union as the sole and exclusive bargaining agent for all employees of the respondent employed or normally performing a major part of their work at its campus at Guelph, except for:
- (a) members of the University faculty;
  - (b) all persons employed in Human Resources;
  - (c) secretaries to academic and administrative department heads and to persons above those ranks;
  - (d) all persons employed in a professional capacity in the fields of engineering, accounting, purchasing, library science, administration,

medicine, nursing, student counseling, information technology, and scientists within Laboratory Services Division;

- (e) administrative and executive assistants to department heads or persons above that level;
- (f) construction Co-ordinators and persons above those levels in the Directorate of Physical Resources;
- (g) all persons employed in the offices of the President, Vice-President, Academic and Vice-President, Administration;
- (h) all persons paid from trust funds and grants;
- (i) all persons regularly employed for not more than twenty-four (24) hours per week averaged over a two (2) week pay period;
- (j) students employed during their school vacation period or first off semester period in a year;
- (k) the supervising and confidential clerk in the office of the Dean of the College of Social and Applied Human Science;
- (l) the confidential clerk in the Department of Animal and Poultry Science and in any other department where the personal strength is greater than fifty (50) and such appointment is deemed necessary by the University;
- (m) Sports Coaches;
- (n) persons in other bargaining units;
- (o) supervisors and persons above the rank of supervisor.

3.02 Should any new position be established within the University which the Union claims to fall within the bargaining unit defined in paragraph 3.01 hereof, the question as to its inclusion or exclusion from the bargaining unit shall be determined by mutual agreement, or in the absence of such agreement, by resort to the Grievance and Arbitration Procedure provided in this Agreement. The Arbitrator shall determine the inclusion or exclusion of any new position in dispute based on its relationship to other jobs that are included in the bargaining unit.

3.03 This Agreement contains all the terms and conditions agreed upon by the University and the Union and, during the term of the Agreement, neither will be

required to negotiate, except by mutual agreement of the Parties, on any further matter affecting these terms and conditions or on any other subject not included in this Agreement.

#### ARTICLE 4 – MANAGEMENT FUNCTIONS

- 4.01 The Union acknowledges that it is the function of the University to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees provided that a claim of discriminatory promotion within the bargaining unit, demotion or lay-off or that an employee has been suspended, discharged or otherwise disciplined without just cause, may be treated as a grievance as provided under the Grievance Procedure;
  - (c) maintain and enforce reasonable rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
  - (d) generally to manage the University and without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matter concerning the operation of the University not otherwise specifically dealt with elsewhere in this Agreement.
- 4.02 The University agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.
- 4.03 Employees who are excluded from the bargaining unit and Work Study Students shall not perform the regular work of employees in the bargaining unit where in doing so such action directly results in the lay-off of bargaining unit employees or in the permanent elimination of a bargaining unit position. The University agrees, upon request by the Union, to utilize the Labour/Management Committee process to review issues or concerns the Union may have with regard to this clause.

- 4.04 The University will not replace a regular full-time position within a department, with two (2) or more part-time employees, whose combined hours equal or exceed that of the regular full-time position.

#### ARTICLE 5 – RELATIONSHIP

- 5.01 The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of disability, gender (described as “sex” in the Ontario Human Rights Code and including pregnancy and gender identity), sexual orientation, race, colour, ancestry, place of origin, ethnic origin, citizenship, creed (faith), age, marital status, family status, same-sex partnership status, or political status, or record of offences unless the employee’s record of offences is a reasonable and bona fide qualification because of the nature of employment.
- 5.02 No discrimination, intimidation, restraint or coercion shall be exercised or practiced by the Union or any of its representatives or members with respect to any employee; neither shall there be any solicitation on University premises by the Union or any of its representatives or members, during work hours if such solicitation will interfere with the operational requirements of the University.
- 5.03 The University shall maintain a work environment that is free from harassment. Harassment is a form of discrimination based on one or more of the prohibited grounds identified by the Ontario Human Rights Code or by the University’s Human Rights Policy. The Code defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.” Harassment may be either subtle or blunt and may include verbal or physical abuse, jokes, slurs, graffiti, pejorative or demeaning names, hate group activity and ostracism.
- Personal conduct or behaviour also constitutes harassment, whether or not it is based on prohibited grounds set out in this Article, when it creates an intimidating, demeaning or hostile working environment.
- Sexual harassment will not be permitted by any agent or employee of the University towards any other employee, student or visitor. Sexual harassment can



include a sexual advance, request for sexual favours or sexual flirtation or banter that is known, or ought reasonably to be known, to be unwanted. It is particularly serious where the solicitation or advance is made by any person in a position to grant, confer or deny a benefit, privilege or advancement to the person subjected to the harassment.

5.04 An employee may elect to submit a grievance alleging harassment under the Collective Agreement or to file a complain under *The University's Human Rights Policy (Policy as Approved by Board of Governors April 11<sup>th</sup>, 2002)*. However, the grievance process (per the Collective Agreement) and complaint process (per *The University's Human Rights Policy*) will not normally run concurrently.

(a) An employee who elects to file a grievance under the Collective Agreement shall, if s/he wishes, have access to the mediation process in *The University's Human Rights Policy* prior to Step 1 of the grievance procedure and may be accompanied by a Union representative during the process, if s/he chooses. An employee may withdraw from the mediation process at any time and resume the grievance process.

(b) Employees electing to proceed with a complaint under *The University's Human Rights Policy* shall have the right to be accompanied by a Union representative at any stage of the process.

5.05 No discrimination, intimidation, restraint or coercion shall be exercised or practiced by any supervisor with respect to any employee.

5.06 The University and the Union shall work together in the interest of achieving a violence free workplace. Workplace violence is defined as any incident in which an employee is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace.

It is expected that employees or the Union on their behalf will report incidents of workplace violence to their immediate supervisor or, as appropriate, the next level of supervision (and/or, Campus Police as specific circumstances dictate) and, as necessary, file an incident report detailing the incident including any directly related damage to property. Such reported incidents will be investigated by the

University. The outcome of such investigation will be communicated to the Union.

The parties agree that information and training with respect to workplace violence is essential in promoting a safe and security conscious work environment and will work jointly to continue to enhance efforts in this regard.

#### ARTICLE 6 – NO STRIKE, NO LOCKOUT

6.01 During the term of this Agreement and in view of the orderly procedure for settling grievances established hereby, the University agrees that it will not call or authorize, and no officer, official or agent of the University will counsel, procure, support or encourage any lockout of its employees; the Union agrees that it will not call or authorize, and no officer, official or agent of the Union will counsel, procure, support, or encourage a strike. The Union further agrees that any strike or other collective action designed to restrict or limit the work of the University's operations by employees would be in violation of this Agreement and if any such strike or collective action takes place involving Union members, the Union will repudiate it forthwith and advise its members to return to work or cease such action.

#### ARTICLE 7 – MEMBERSHIP IN THE BARGAINING UNIT AND DEDUCTION OF DUES

- 7.01 The University agrees to deduct from the pay of each employee in the bargaining unit, on a per pay basis, such union dues, fees and assessment as prescribed by the Constitution of the Union.
- 7.02 The University shall remit the amounts so deducted, prior to the fifteenth (15<sup>th</sup>) day of the month following, by cheque, as directed by the Cambridge Area Office, payable to the International Treasurer of the Union.
- 7.03 The monthly remittance shall be accompanied by a statement listing:
- (a) the name of each employee from whose pay deductions have been made and the total amount deducted for the month;

- (b) the names of the bargaining unit employees from whom no deductions have been made and the reasons why. The monthly remittance will also include the Union's "Summary of Union Dues" form.
- 7.04 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of or by reasons of, deductions made or payments made in accordance with this Article.
- 7.05 The University agrees to record total Union dues deductions paid by each employee on her/his T-4 Income Tax Receipt.
- 7.06 Copies of Request for Leave of Absence forms and names of terminated regular full-time bargaining unit employees, will be provided to the Union monthly.

#### ARTICLE 8 – UNION REPRESENTATIVES AND GREIVANCE COMMITTEE

- 8.01 The University acknowledges the right of the Union to appoint or otherwise select up to one (1) Union Steward for each thirty (30) employees from among employees who have completed their probationary period.
- 8.02 The Union will inform the University in writing of the names and positions of its Executive and of the names and areas of jurisdiction of its Union Stewards.
- 8.03 The University shall be informed, in writing by the Union, of the effective date and term of appointment of its Executive and Union Stewards. Persons so elected or appointed will be recognized by the University for purposes of this Article during their term.
- 8.04 The University shall recognize a Union Grievance Committee of not more than three (3) people selected by the Union.
- 8.05 It is understood that a Union Steward or Grievance Committee person has regular work to perform and that if it is necessary to service a grievance during working hours, s/he will not leave work without first obtaining the permission of their immediate supervisor which shall not be unreasonably withheld. S/he shall state their destination to their immediate supervisor and shall report again to their supervisor at the time of their return to work.
- 8.06 The Parties agree that there will be a joint Labour/Management Committee consisting of up to three (3) representatives from the University and up to three

(3) representatives selected by the Union, one of which shall be the Local Union President. The Staff Representative of the Union may also attend such meeting. Meetings will be held on a bi-monthly basis (i.e. once every two (2) months) and each party shall submit to the other fourteen (14) calendar days before a meeting, a written summary of the topics to be discussed at the upcoming meeting. All agenda items must be mutually agreed to prior to being placed on the agenda or discussed at this meeting. Meetings will not be used to discuss matters which are the subject of a grievance nor to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the Collective Agreement. A representative of each party shall be designated Co-Chairperson, and the two (2) persons so designated shall alternate presiding over meetings.

8.07 Negotiating Committee

The University agrees to recognize a Negotiating Committee comprised of not more than eight (8) representatives of the Union, one (1) of which shall be the Local Union President along with the International Union Representative(s). Bargaining Unit representatives on the Negotiating Committee will suffer no loss of regular straight time pay for time spent during regular working hours in negotiations with the University.

8.08 All leave to attend any University endorsed committee meetings on behalf of the Union or to service a grievance up to and including step three (3) during regular working hours shall be without loss of pay.

8.09 Executive Union Leave

The University will grant leave with pay to two (2) non-probationary employees, who have been elected or appointed by the Union in order that they may conduct business on behalf of the Local Union.

In addition to the above, upon request by the Union and subject to the University's operational requirements, leave without pay will be granted to one (1) non-probationary employee, who has been elected or appointed by the Union in order that he/she can conduct business on behalf of the Local Union. An employee on such leave of absence will continue to be paid by the University but

the Union shall, on a monthly basis, reimburse the University for wages and benefits paid.

The employee(s) will return to her/his position at the end of the leave. If during the leave period, the employee's regular full-time position is declared redundant, the employee will be notified, and may elect to invoke her/his rights under Article 25, or the employee may elect to delay participation in the redeployment process until a period no less than one (1) month prior to her/his expected return to work date.

Employees on Union Executive Leave will be offered the opportunity to be included in any position specific upgrading and/or training being provided to the employee (temporary full-time or seconded regular full-time) covering during the temporary absence of the employee on Union Executive Leave. If the employee's previous position continues to exist, but as a result of the employee's extended absence from her/his position, the University determines the employee is no longer qualified to fulfill the requirements of her/his previous position, the employee will be provided with a reasonable amount of training, as determined by the University, to enable the employee to resume her/his previous position, and failing that, the employee will be placed on the redeployment list as provided for under Article 25.

#### 8.10 International/Local Union Leaves

Provided the leave will not unduly interfere with operations, the University will grant a leave of absence without pay for up to one (1) year to allow an employee to assume an official position with the International Union or with the Local Union. A request for such leave shall be made in writing by the Union as far in advance as possible, but in any event no less than one (1) month prior to the commencement of the requested leave. This leave shall be limited to not more than four (4) employees from the bargaining unit at any one (1) time. The University shall grant year to year extensions, to a total maximum of three (3) years leave of absence, with at least one (1) month notice prior to the end of the leave.

An employee on such leave of absence will continue to be paid by the University, but the Union shall, on a monthly basis, reimburse the University for wages and benefits paid. The employee(s) will return to her/his position at the end of the leave. If during the leave period, the employee's regular full-time position is declared redundant, the employee will be notified, and may elect to invoke her/his rights under Article 25, or the employee may elect to delay participation in the redeployment process until a period no less than one (1) month prior to her/his expected return to work date.

If the employee's previous position continues to exist, but as a result of the employee's extended absence from her/his position, the University determines the employee is no longer qualified to fulfill the requirements of his/her position, the employee will be provided with a reasonable amount of training, as determined by the University, to enable the employee to resume her/his previous position, and failing that, the employee will be placed on the redeployment list as provided for under Article 25.

- 8.11 The University will grant up to a total of one hundred (100) days, per contract year, leave of absence without pay to attend to Union education courses and tend to other University related union duties not otherwise provided in this Collective Agreement. Such time off is subject to operational requirements for those individuals selected. Such permission shall not be unreasonably withheld. The Union will provide at least ten (10) days notice to the University of the names of employees for whom such leave is being requested, (reimbursement as per 13.02).
- 8.12 New regular full-time employees hired into bargaining unit positions, will be provided with one (1) hour off work with pay during his/her 1<sup>st</sup> or 2<sup>nd</sup> month of employment, in order to meet with the Local Union President or designate. Time off will be subject to the operational requirements of the employee's unit and supervisory approval (which will not be unreasonably withheld).

#### ARTICLE 9 – GREIVANCE PROCEDURE

- 9.01 It is the mutual desire of the Parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an Employee or the Union

on their behalf, has no grievance until the employee's immediate supervisor has been given an opportunity to adjust the complaint. If an employee has a complaint s/he shall discuss it with her/his immediate supervisor within fifteen (15) days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The immediate supervisor shall be allowed seven (7) days to communicate her/his answer to the complainant. Failing settlement, it may then be taken up as a grievance. In the case of a job competition grievance, it is understood that the appropriate supervisor will be the recruiting supervisor. A grievance is defined as a complaint with respect to the application, interpretation, administration or alleged violation of this Agreement. At any stage of the grievance procedure (including the verbal complaint stage) the grievor may be accompanied by a Union representative, who maybe an employee of the University.

#### Step 1

Within seven (7) days of the supervisor's decision the employee or the Union may present the alleged grievance in writing, on a form agreed to by the University and the Union, to her/his supervisor. Each written grievance shall be signed by the grievor or the Union and shall include:

- (a) the date of presentation;
- (b) the nature of the grievance;
- (c) the remedy sought;
- (d) the paragraph or paragraphs of this Agreement allegedly violated or the alleged occurrence said to have caused the grievance.

The employee may be assisted in the presentation of the grievance by a Union representative who may be an employee of the University. Failing an immediate settlement, the supervisor shall deliver the decision in writing to the employee and to the Union within seven (7) days following the presentation of the grievance to her/him.

#### Step 2

If not settled at Step 1, the grievor or the Union may submit the grievance to her/his supervisor's supervisor within seven (7) days of the reply at Step 1. The supervisor's supervisor may meet with the grievor within seven (7) days to discuss the grievance and shall deliver her/his decision in writing to the employee and to the Union within seven (7) days of the meeting. If no meeting takes place the decision shall be delivered in writing to the employee and the Union within seven (7) days.

### Step 3

If not settled at Step 2, the grievor or the Union together with a representative of the Union Grievance Committee, as hereinafter constituted, may submit the alleged grievance to the Assistant Vice-President Human Resources or designate within seven (7) days of the reply of Step 2. The Assistant Vice President Human Resources or designate shall meet with the grievor, the Union Grievance Committee, and the Local Union President within ten (10) days of the presentation of the grievance. A Representative of the International Union may also be in attendance if requested by either Party. The Assistant Vice-President Human Resources, or designate shall render her/his decision in writing to the grievor and to the Chair of the Union Grievance Committee within ten (10) days of the above meeting.

### Step 4

Failing settlement of the grievance at Step 3, the Union may submit grievance to arbitration as hereinafter provided within thirty (30) days of the receipt of the decision at Step 3.

- 9.02 After a grievance has been filed, the time limits outlined in 9.01 may be extended by agreement between the Union and the University. Where no such agreement has been made and the time limits as described have not been followed, or where an agreed extension has expired, either party may advance the grievance to the next step of the grievance procedure including arbitration. However, the grievance shall be deemed abandoned if the party having filed the grievance does not advance the grievance to arbitration within thirty (30) days from the receipt of the decision at Step 3.



9.03 Policy Grievance

A grievance arising directly between the University and the Union (which could not normally be grieved by an individual employee) shall be initiated at Step 3. Any grievance by the University or the Union as provided herein shall be commenced within fifteen (15) days after the grieving party became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.

9.04 Group Grievances

When two (2) or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step 2 of the grievance procedure.

9.05 Personal Discussion

Nothing herein shall be deemed to preclude an employee, who may choose to have a Union representative present, from initiating discussions with regard to problems, personal or job related, with supervisors or members of the Human Resources Department as appropriate. Nothing herein shall be deemed to preclude a Supervisor, Department Head, Director or Dean from meeting with the Union, provided no agreements are reached which are inconsistent with the provisions of the Collective Agreement or without approval of Employee Relations.

ARTICLE 10 – PROVISIONS RE. DISCIPLINE, DISCHARGE AND SUSPENSION

- 10.01 (a) During the probationary period an employee may be terminated at any time at the sole discretion of the University. The Parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or substitute or provide any other remedy in the case of the discharge of a probationary employee unless the discharge was discriminatory or made in bad faith.

- (b) The termination of employment of a temporary full-time employee at the end of a predetermined period or upon completion of a specific project for which s/he was hired shall not be the subject of a grievance. The University shall send to the Union a copy of any temporary full-time appointment letter within five (5) working days of receipt of the Employee Data Form in Human Resources.
- 10.02 Where an employee is suspended or discharged after the completion of her/his probationary period, s/he and the Union shall be informed, at the same time, of her/his discharge or suspension. The employee's supervisor will encourage the employee to exercise her/his right to have a Union Representative present at this meeting. Employee Relations will inform the Union in advance of such meetings. A written confirmation of said discharge or suspension shall be provided to the employee and the Union within one (1) day.
- 10.03 An employee who has completed her/his probationary period and to whom paragraph 17.07 does not apply, may initiate a grievance at Step 3 of the Grievance Procedure alleging that s/he has been unjustly discharged or suspended. Such grievance shall be filed within five (5) days after the discharge or suspension has been effected.
- 10.04 A grievance dealing with a discharge or suspension may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the University's action in discharging or suspending the employee;
  - (b) reinstating the employee without loss of seniority and with full compensation for time and credits lost; or
  - (c) by any other arrangement which may be deemed just and equitable by the Parties or an Arbitrator.
- 10.05 The Union shall receive a copy of all written reprimands given to employees covered by this agreement.
- 10.06 It is agreed that disciplinary letters within employees' Human Resources files shall be removed after a two (2) year period provided that no further discipline has been recorded within that two (2) year period.

10.07 Employees who have completed their probationary period have the right to review their Human Resources files no more than once yearly. In order to do so, employees are to submit their request in writing to the Employee Relations Section of the Human Resources Department. An appointment to review the Human Resources file will be arranged within three (3) working days of the receipt of the request or within practical limitations. An employee involved in a grievance or complaint along with the Union will be allowed to view the employee's file. An employee may request and shall be provided with a photocopy of any document of which they would normally have a copy. Requests for copies of other documents shall not be unreasonably withheld.

#### ARTICLE 11 – ARBITRATION

11.01 When either Party to the Agreement requests that a grievance be submitted for Arbitration, they shall make such a request in writing addressed to the other Party of this Agreement.

11.02 The arbitration procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of six (6) Arbitrators set out below, or a Board of Arbitration as set out in Article 11.06:

Louisa Davie	Paula Knopf
Kevin Burkett	Pam Picher
Gerald Charney	Rob Herman

Should the Arbitrator slated for rotation not be available within a six (6) month period then the next Arbitrator in rotation shall be contacted for availability.

Should he/she not be available the matter shall be referred to the next Arbitrator and so on until the full list of arbitrators has been exhausted at which point the original Arbitrator scheduled will be requested to hear the matter.

11.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

11.04 The Arbitrator shall hear and determine the grievance as filed and her/his decision shall be final and binding on those parties hereto and the employees.

- 11.05 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.
- 11.06 The Parties, by mutual agreement, may agree to establish a Board of Arbitration in respect of any grievance submitted for arbitration. In such a case, the Parties shall each appoint a nominee to the Board of Arbitration and the Chairperson of the Board of Arbitration will be one of the Arbitrators set out in Article 11.02 above, or such other Chairperson as the two (2) nominees appointed by the Parties otherwise agree. The provisions of Article 11 apply to a Board of Arbitration. Further, the Parties will jointly bear the fees and expenses of the Chairperson on an equal basis. The Parties will otherwise bear their own expenses with respect to the arbitration proceedings, including the fees and expenses of the nominee appointed by them.
- 11.07 The Parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The Parties will otherwise bear their own expense with respect to any arbitration proceedings.
- 11.08 The Party advancing to arbitration shall be responsible for informing any third party likely to be adversely affected:
- (a) of the time and place of the Arbitration;
  - (b) of the matter to be heard at Arbitration;
  - (c) of the right of that third party to be present and represented.

#### ARTICLE 12 – SENIORITY

- 12.01 The purpose of this article is the provision of increased job security and increased protection of accrued benefits in relation to length of employment, always provided that ability to perform the work required is a prime requisite.
- 12.02 Except as provided for in 12.10 (b), an employee shall be on probation until s/he has completed six (6) months continuous regular full-time employment.
- 12.03 (a) Probationary employees will be given a written progress report upon completion of three (3) months service. Both the employee and the supervisor will be notified that a review is required.

- (b) A letter will be sent to probationary employees, with a copy to the Union, informing them of the successful completion of their probation and their new rates of pay, or the employees shall be deemed to have completed probation.
- 12.04 A seniority list is established for employees in the bargaining unit. All employees who have completed probation shall be included on the seniority list. Seniority shall be calculated from the employee's original date of hire as a full-time employee with the University, provided there have been no interruptions in employment. Paid and unpaid leaves, as are provided for under this agreement, shall be deemed as continuous service for the sole purpose of bargaining unit seniority.
- 12.05 The University agrees to maintain an up-to-date seniority list and to supply the Union with copies of such list, it being understood that the list shall not be supplied to the Union more frequently than once every six (6) months. Union officials may have access to up-to-date seniority information on an "as required" basis. Such lists shall be provided in a suitable electronic format as required by the Union.
- 12.06 In all cases of job competition within the bargaining unit, seniority shall be exercised as outlined in 18.02(d).
- 12.07 An employee shall be terminated if s/he:
  - (a) voluntarily leaves the employ of the University;
  - (b) is discharged and is not reinstated through the Grievance or Arbitration Procedure;
  - (c) is absent from work for three (3) consecutive working days without notifying the University within that period, unless failure to notify is due to circumstances beyond the employee's control;
  - (d) without reasonable explanation, fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

- (e) fails to return to work within seven (7) calendar days after being recalled from lay-off by notice sent by registered mail, unless such period is extended for reasons satisfactory to the University;
  - (f) is absent due to lay-off, where such absence continues for more than twenty-four (24) months.
- 12.08 It shall be the duty of the employee to notify the University promptly of any change of address. 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.
- 12.09 An employee who transfers to a position outside the bargaining unit shall retain her/his seniority accrued to the date of transfer for a period of three (3) years from the date of leaving the unit. The employees name will not appear on the seniority list.
- 12.10 (a) If appointed to a regular full-time position with no break in employment or break of three (3) weeks or less, a temporary full-time employee will be credited for time worked against credited service for the purposes of vacation, sick leave, tuition waiver, service review date, paid holidays and seniority. It is understood that every regular full-time employee will serve only one (1) probationary period.
- (b) Temporary full-time employees who have been employed for greater than nine (9) months and who are subsequently appointed as a regular full-time employee and who are performing the same job duties but now as a regular full-time employee and for the same department at the same salary band, will be deemed to have completed their probationary period as outlined in Article 12.02.
- 12.11 An employee whose position had previously been excluded from the bargaining unit, but whose position is now included in the bargaining unit, shall be granted one (1) year of seniority for each year of continuous full-time employment with the University. (For clarity 8, 9, or 10 month continuous limited term appointments will be deemed as continuous employment for the purpose of crediting bargaining unit seniority).

## ARTICLE 13 – LEAVES OF ABSENCE

13.01 The University may, subject to operational requirements, grant leave of absence without pay to an employee. A request for such leave of absence shall be in writing and shall be submitted to the supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the University as soon as possible. The granting of such leave may not be unreasonably withheld. The supervisor shall respond within ten (10) working days. Seniority shall accrue during a leave of absence. Normal benefit cost-sharing continues for unpaid leaves of absence of one (1) month duration or less. For unpaid leaves of greater than one (1) month, normal benefit cost sharing continues for the first month of the leave. Thereafter, the employee may elect to continue coverage for one (1) or more of the benefits enrolled in prior to the leave, if the employee prepays monthly in advance the full premium or contribution cost (employer and employee cost) of the benefits.

### 13.02 Union Leave

Employees who are elected or appointed by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay by the University provided the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall less than seven (7) calendar days written notice of the names of employees in respect of whom leave is being requested be given.

Employees on such leaves of absence will continue to be paid by the University, but the Union shall reimburse the University for wages and benefits upon receipt of a statement of the amount owing.

### 13.03 Bereavement Leave

The University will grant up to five (5) days of paid leave in the event of the death of an employee's spouse or same-sex partner, children, step-children, parent, step-parent, sibling, or step-sibling. The University will grant up to three (3) days of paid leave in the event of the death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or ward. An employee whose vacation is interrupted

because of bereavement as outlined above, will have the appropriate number of vacation days (5 or 3) reinstated.

#### 13.04 Jury Duty

Absence for jury duty is an excused absence and the University agrees to pay an employee who is required to serve as a juror, the difference between the regular pay s/he would have received for work which s/he was scheduled to perform during the period of her/his absence and the amount received by her/him as a juror. It shall be the responsibility of the employee to provide proof of the period served as a juror and the amount paid to her/him for such services. In addition, an employee who is subpoenaed as a witness shall receive full regular pay for such absence, provided the litigation was not initiated by the employee.

#### 13.05 Military Leave

The University may grant a leave of absence of up to two (2) weeks duration for the purposes of military service and will compensate the employee for whatever difference exists between the military pay s/he received, as evidenced by a statement from the proper authority, and her/his normal University wages or salary.

#### 13.06 Political Leave

Employees running for election shall be entitled to a leave of absence without pay on the following basis:

- (a) Election to the Parliament of Canada: one (1) month.
- (b) Election to the Legislature of Ontario: one (1) month.
- (c) Election to the Municipal Council or Board of Education: five (5) working days.
- (d) Election to Mayor or Chairperson or City/Town/Regional Council: ten (10) working days. Such leave need not be taken on consecutive days.

#### 13.07 Time Off to Vote

Employees who are enfranchised to vote shall be allowed time off for Ontario Provincial elections or Federal elections, without loss of pay, as defined by Federal or Ontario Provincial legislation.

#### 13.08 Family Responsibility Time



The provision of family responsibility time, separate from sick leave, is intended to assist employees with balancing their family and work responsibilities. Sick leave should be used only to provide employees with income during periods of their own illness.

- (a) The operational requirements of the University must be met. However, it is recognized that effort will be required to accommodate requests for family responsibility time (FRT).
- (b) Seven (7) days at any given time of FRT will be provided to all regular full-time employees. FRT may be used in amounts not less than one (1) hour, will be requested in advance if possible, and will be granted unless precluded by operational requirements.
- (c) FRT will be available on a “borrow” basis, to be repaid by mutual agreement between employee and supervisor. FRT can be repaid by, for example, working shortened lunch breaks, starting work earlier or working late. The minimum arrangement for re payment of FRT time must be in segments no less than ½ hour.
- (d) Employees may draw FRT repetitively provided they do not exceed 7 days owing at any given time. Time owing must be cleared by the end of each calendar year.
- (e) In addition to FRT, employees may apply for an unpaid leave of absence as outlined in Article 13.01 to accommodate their family responsibilities.

#### 13.09 Paid Personal Leave (PPL)

Regular full-time employees shall be allowed up to three (3) paid personal days per calendar year.

- (a) Such leave is to provide emergency time off without loss of pay for extraordinary or unanticipated circumstances which may arise from time to time in employee’s personal life. As soon as is reasonably possible the employee and supervisor shall review the employee’s request that the time be recorded as paid personal leave.

For clarity, some examples of paid personal leave for extraordinary or unanticipated circumstances would include but not be limited to:

- emergency medical requirements for immediate family.
  - emergency child or eldercare arrangements
  - an emergency resulting from a natural disaster. This may include unusual or severe storm conditions.
  - an emergency situation at home. This may include fire, flood, burst water heaters/pipes, broken furnace during winter months, gas leaks.
  - attendance at a funeral for a person who is not specifically covered by the provisions in this collective agreement.
  - to extend a period of bereavement leave beyond the three or five days provided for in the collective agreement.
- (b) In addition, paid personal leave shall be available to observe obligatory religious holy days. For such requests it is expected that the employee will provide written notice in advance of the day(s) to be observed.

#### 13.10 Paid Parental Leave

(a) **Purpose of Paid Parental Leave**

Paid parental leave is offered to accommodate the special needs of University employees who bear children and who remain at home to care for children during the post-delivery and/or post-adoption period. It is expected that all employees who take paid parental leave will return to employment at the University of Guelph following such leave.

(b) **Eligibility for Paid Parental Leave**

- (1) Natural parent or the adoptive parent having primary care of the child or children, who are regular full-time University employees will be eligible to receive seventeen (17) weeks of normally continuous paid parental leave, including the date of birth or adoption, per pregnancy or placement.
- (2) The employee shall give at least two (2) weeks written notice to her/his supervisor of the intent to commence paid parental leave.
- (3) Employees must apply for E.I. benefits before supplementary income from the University becomes payable. To be eligible for paid parental leave, employees must provide appropriate

documentation of the birth or adoption of a child and of the receipt of E.I. maternity or adoption leave benefits to Human Resources. An employee disentitled or disqualified from receiving E.I. maternity or adoption benefits is not eligible to receive supplementary benefits from the University. Exceptions to this rule will be made for those employees who are denied E.I. maternity or adoption leave benefits only because they have not completed the required hours of employment required for E.I. benefit eligibility.

(c) **Terms of Paid Parental Leave**

- (1) Eligible employees will receive ninety-five percent (95%) of normal salary less applicable Employment Insurance (E.I.) maternity or adoption leave benefits for a maximum period of seventeen (17) weeks from the commencement of the leave. An employee who receives paid parental leave benefits must not receive other earnings or payments, such that her/his combined income (including E.I. maternity leave benefits, supplementary payments and earnings from the University) exceeds ninety-five percent (95%) of normal weekly earnings.
- (2) No employee may claim any other form of supplementary benefit during the period of leave.
- (3) The employee proceeding on paid parental leave shall not forfeit any accrued employment benefits save for the right to accrue sick leave credits during the period of absence. Seniority shall continue to accrue for employees taking paid parental leave.
- (4) While on paid parental leave, the employee will continue to receive University benefits on a normal cost sharing arrangement.
- (5) For the purpose of promotion, seniority, vacation entitlement, and benefits/pensionable service (where the eligible employee has maintained the required employee contribution) any period of paid parental leave shall be considered as a period of service with the

University. An employee who has taken a paid parental leave shall remain eligible for increases.

- (6) An employee taking paid parental leave shall not be disadvantaged. S/he will return to the same position held prior to the leave or if the position is not available, an equivalent position without loss of salary or seniority.
- (7) Paid parental leave may be voluntarily shorter than the previously arranged period, providing the employee advises the University of her/his intention to return to work at least two (2) weeks prior to the intended date of return.

#### 13.11 Paid Parental Leave

##### **Purpose of Paid Paternity Leave**

A regular full-time employee who is a natural or adoptive father or same sex parent is entitled to five (5) days of paid paternity leave associated with a birth or adoption. Such leave will normally be taken within thirty (30) days of birth or adoption.

#### 13.12 Adoption Leave

- (a) An employee shall be granted three (3) days of paid leave for the purpose of adopting a child and/or time off as per existing legislation.
- (b) In addition, the principles outlined in the Parental Leave policy may apply equally in the cases of adoption. However, the granting of such leave and salary benefit will only apply to recipients of E.I. adoption leave benefits.

#### 13.13 Unpaid Parental Leave

##### (a) **Purpose of Unpaid Parental Leave**

Unpaid parental leave is offered to accommodate employees who require more time than that provided as paid parental leave to care for new-born or newly-adopted children. It is expected that all employees will return to employment at the University of Guelph following unpaid parental leave.

##### (b) **Eligibility for Unpaid Parental Leave**

On receipt of appropriate documentation of the birth or adoption of a child, the University will grant thirty-five (35) weeks of unpaid parental

leave per pregnancy or placement to all regular full-time employees. The leave will normally be continuous with the paid parental leave. It will begin no later than thirty-five (35) weeks after the child comes into parental care. (This leave is available to both parents, and when added to the paid parental leave period, would enable the parents themselves to provide the first year of care for their child or children. Employees should contact the Employment Insurance (E.I.) Office to determine their eligibility for benefits during the initial ten (10) weeks of this unpaid leave period).

(c) **Terms of Unpaid Parental Leave**

- (1) The employee proceeding on unpaid parental leave shall not forfeit any accrued employment benefits save for the right to accrue sick leave credits during the period of absence. Seniority shall continue to accrue for employees taking unpaid parental leave.
- (2) Participation in the various University employment benefit schemes may be continued while an employee is on unpaid parental leave on a normal cost-sharing arrangement.
- (3) For the purpose of promotion, seniority, vacation entitlement, and benefits/pensionable service (where the eligible employee has maintained the required contributions) any period of unpaid parental leave shall be considered as a period of service with the University. An employee who has taken an unpaid parental leave shall remain eligible for increases based on her/his level of performance while in full-time employment.
- (4) An employee taking an unpaid parental leave shall not be disadvantaged. S/he will return to the same position held prior to the leave or if the position is not available, an equivalent position without loss of salary or seniority.

13.14 Temporary Reduction of Workload and Compensation

The operational requirements of the University must be met. However, it is recognized that effort will be required to accommodate a regular full-time employee's requests for a temporary reduction of workload and compensation. The purpose of a temporary reduction of workload and compensation is to provide an eligible regular full-time employee with the opportunity to reduce her/his regular hours of work in a week, from thirty-seven and one half (37½), thirty-five (35) or twenty-eight (28) (as applicable), to no less than fifty percent (50%) in any one week. It is not intended to replace the provisions of any other Article, specifically Article 13.01 (unpaid leave of absence); Article 27 (8, 9, or 10 month continuing limited term appointments); or Article 19.11 (4-day work week).

(a) **Eligibility and Application Procedure**

- (1) Every regular full-time employee is eligible to request a temporary reduction in workload and compensation at any time during her/his career.
- (2) Any eligible employee may submit a written request for a temporary reduction in workload and compensation to her/his immediate supervisor and to the relevant Department Chair or Director.
- (3) An employee whose request for a reduction in workload and compensation is denied may grieve the decision according to the Collective Agreement grievance procedure.

(b) **Terms of Reduction in Workload and Compensation**

- (1) An employee who is granted a temporary reduction in workload shall enter into an agreement with the University which specifies the degree of reduction in both workload and compensation (to be not more than fifty percent (50%)) in its duration.
- (2) Regular full-time employees who are granted a temporary reduction of workload will continue to be eligible for benefit cost-sharing, as though they were not on a reduced workload, and such employees will maintain their status within the bargaining unit.

- (3) The length of the probationary period shall be extended, on a pro-rated basis, if a reduced workload appointment is taken up by a probationary employee.
- (4) Employees who accept a reduction in workload and compensation shall remain eligible for increases.
- (5) At the end of the period of reduced workload, an employee shall have the right to return to a position the same as or equivalent to that which preceded the period of reduced workload.

#### ARTICLE 14 – PAID HOLIDAYS

14.01 (a) Employees shall receive pay for the following holidays during the term of this agreement:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	New Year's Eve Day
Civic Holiday	

Any other day on which the University premises are declared closed by the President. An employee working on such a day would be paid at applicable straight time and not be entitled to premium pay as provided in 14.05. In such circumstance, the employee would be entitled to a lieu day at straight time.

This provision would be distinct from any closure due to hazardous weather or other emergency.

- (b) In each calendar year, providing fourteen (14) calendar days notice is given to her/his immediate supervisor, each employee shall be entitled to be granted two (2) other days as “additional paid holidays” annually. An employee working on a day being observed as an “additional paid holiday” by another employee shall not be entitled to the holiday premium

contemplated in paragraph 14.05. An “additional paid holiday” may not be carried over for observance into a new calendar year.

- (c) It is understood that during an employee’s probationary period an employee shall be entitled to use only one (1) of the above mentioned “additional paid holidays”.
  - (d) Should the Parliament of Canada enact a new public holiday during the term of this Agreement, such holiday shall be observed as though it were in this Agreement.
  - (e) The University will provide annually to bargaining unit employees, the additional required days off with pay during the “December/January Holidays” period to coincide with the University’s closure and to provide employees with uninterrupted time off.
- 14.02 Holiday pay will be computed on the basis of the employee’s normal daily hours and their regular hourly rate. In the case of employees with variable daily hours of work, the employee’s average daily hours shall be calculated based on the number of hours normally worked, divided by the number of days normally worked in a week.
- 14.03 In order to qualify for holiday pay, the employee must work the full scheduled shifts immediately preceding and immediately following the holiday except in cases of excused illness in which case the employee shall receive holiday pay providing s/he has worked a full scheduled shift in the week immediately preceding and the week immediately following the holiday.
- 14.04 In the event that one (1) or more of the foregoing holidays occurs during an employee’s vacation period, s/he shall receive, in addition to her/his vacation pay, any holiday pay to which s/he may be entitled, or an equivalent amount of time off in lieu of the holiday pay to be taken at a time mutually agreeable to the employee and the University.
- 14.05 An employee required to work on any of the foregoing holidays shall be paid at the rate of two (2) times her/his regular hourly rate for time worked (including overtime) on such holiday in addition to any holiday pay to which s/he may be entitled or equivalent amount of time off in lieu of the holiday pay. The employee



may request such equivalent time off and the University will make every reasonable effort to grant it in accordance with the employee's wishes.

- 14.06 Should any of the foregoing holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday with respect to employees whose days off are regularly and normally Saturday and Sunday. With respect to employees whose work schedule in its normal course sometimes provides days off other than Saturday and Sunday, the day off which the holiday actually falls on shall be the day in respect of which holiday pay is paid or a day off in lieu is granted and in respect of which the premium provided in paragraph 14.05 is paid for hours worked.

#### ARTICLE 15 – VACATIONS

- 15.01 An employee shall not normally be granted or scheduled for a paid vacation prior to having completed six (6) months of continuous employment.
- 15.02 An employee whose services are terminated before completion of six (6) months of continuous employment shall receive four percent (4%) of salary received since employment or during the then current vacation year as appropriate, in lieu of vacation.
- 15.03 All eligible employees shall be granted vacation credits in accordance with the following scale:

<u>Years of Continuous Service</u>	<u>Vacation Credit</u>	<u>Monthly Equivalent</u>
1 year	10 days	.83 days
2 to 4 years	15 days	1.25 days
5 years	16 days	1.33 days
6 years	17 days	1.42 days
7 years	18 days	1.50 days
8 to 11 years	20 days	1.66 days
12 to 13 years	21 days	1.75 days
14 to 15 years	22 days	1.83 days
16 years	24 days	2 days
17 to 22 years	25 days	2.08 days
23 to 27 years	26 days	2.16 days

28 years or more                      30 days                      2.50 days

- 15.04 The vacation year commences on January 1<sup>st</sup> and ends on December 31<sup>st</sup> of each year. An employee may take vacations which would accrue (at the appropriate rate) to the next December 31<sup>st</sup> in advance of its actual accrual, during that same year.
- 15.05 Vacations taken or scheduled shall be charged against vacation credits granted under 15.03. In addition, if an employee is on unpaid status for more than one (1) month, a debit for each month in unpaid status shall be charged against vacation credits.
- 15.06 It is understood that vacation credits will continue to accrue while an employee is on paid/unpaid parental leave of absence or on adoption leave during a period of such approved leave.
- 15.07 The University reserves the right to schedule vacations to meet its operating requirements, but agrees to consider the wishes of employees and to resolve conflicts between employees' wishes on a seniority basis where its operating requirements are not a factor. Vacation schedules shall be posted by April 8<sup>th</sup> in each year. While an employee may exercise seniority in vacation scheduling, s/he may not do so after March 31<sup>st</sup>.
- 15.08 Except as provided in 15.02, on termination of employment the University agrees:
- (a) to pay the cash value of any vacation accrued in a previous vacation year and not taken provided there has been compliance with 15.09, and
  - (b) to make a cash settlement with respect to the pro-rated value of vacation entitlement from the first (1<sup>st</sup>) day of January prior to the date of termination to that date.
- 15.09 An employee must use at least ten (10) days of her/his vacation credits during the year in which it was earned. It is further understood that carried over vacations must be used during the calendar year immediately following.
- In extenuating circumstances that prevents the employee from taking her/his carried over vacation, the employee's supervisor may agree to:
- (i) allow the carried over vacation to carry forward into the next vacation year;

OR

- (ii) cash out the carried over vacation credits.

#### ARTICLE 16 – SICK LEAVE

- 16.01 If illness prevents regular full-time employees of the bargaining unit from performing their duties, the University will provide sufficient sick leave to continue full regular pay, without any premium, through, but not beyond, the required waiting period for long term disability benefits.
- 16.02 Sick leave for probationary employees ((a) and (b) only) and temporary full-time employees is as follows:
- (a) three (3) working days in the first three (3) month's employment;
  - (b) an additional ten (10) working days after three (3) months of employment;
  - (c) thirteen (13) days sick leave – renewable on the employee's anniversary date.
- 16.03 Employees who will, after ninety (90) calendar days, become entitled by reason of disability to receive income protection at sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of their salary rate at the time of commencement of the disability, will receive an additional thirteen and one-third percent (13 $\frac{1}{3}$ %) of their basic wages for up to four (4) months from the commencement of the time for which income protection payments are received or until the disability ceases, whichever is sooner.
- 16.04 For absences of five (5) or more consecutive work days, the employee shall provide medical evidence verifying the illness. The University may require such evidence for lesser periods provided the employee is allowed reasonable time to obtain such evidence.
- 16.05 An employee shall give notice to her/his immediate supervisor, or designate, of any illness which will prevent her/him from performing her/his duties.
- 16.06 When an employee is entitled to receive compensation under the Workplace Safety and Insurance Act, her/his salary will continue up to the limit of her/his sick leave entitlement. The employee shall reimburse the University in an amount equal to lost time compensation received under that Act in respect of the period

for which s/he received full salary. Sick leave used shall then be reinstated as of the date the employee returns to work.

In circumstances where the employee's sick-leave credit balance may be insufficient to provide the employee with full salary until the WSIB initial decision on the claim has been made, the employee will be given the option of having the University continue to provide sick-leave entitlement to the employee. It is understood that should the employee elect to have this additional sick-leave with pay provided, the employee shall reimburse the University in an amount equal to the salary received as a result of receiving these additional sick leave credits. However, the employee's reinstated sick-leave credits will not include these additional days of sick-leave.

- 16.07 A period of certified illness of one (1) day or more during a period of vacation leave will be recorded as sick leave. In cases involving a certified illness the University may require a second opinion as to the employee's illness from another mutually agreeable and legally qualified medical practitioner (with the understanding that in the event of a second opinion other than the University's Medical Director the employee is responsible for any fees).
- 16.08 Medical and dental appointments should be made outside normal working hours whenever possible. When this is not possible, the employees may be granted two (2) hours off work without loss of credit. In such circumstances, the employee will attempt to schedule the appointment so as to minimize disruption to the other employee's work day. Time in excess of two (2) hours shall be accumulated and charged against the employees sick leave credits. Employees will not automatically take the entire two (2) hours off work, if attendance at the medical appointment and return to work can be completed in less time. Employees are normally required to provide a minimum of 48 hours notice to his/her supervisor when time off is required.
- 16.09 The University will notify the Union within five (5) working days of any bargaining unit member who has filed a WSIB claim due to a lost-time injury, and in the case of Long Term Disability (LTD), of any member who has been issued with an LTD application kit.

ARTICLE 17 – TEMPORARY EMPLOYMENT

- 17.01 (a) The hiring of temporary full-time employees shall not be in established positions except in the case of the temporary absence of the regular incumbent to a maximum of thirty six (36) months.
- (b) The hiring of temporary full-time employee in an established regular full-time position shall be permitted during the recruitment period, which will begin on the date the position first becomes vacant; and which shall not exceed twelve (12) weeks. Any request by the University for an extension to this twelve (12) week period, shall be made in writing to the Union approval, which approval shall not be unreasonably withheld.
- (c) In order to meet specific project or program needs, temporary full-time employees may be hired for periods not to exceed twenty-four (24) months. In no circumstance can such appointments be extended beyond twenty-four (24) months. If the work continues beyond twenty-four (24) months, the position will be posted as regular full-time. At the time that such a temporary employee is hired, the Union shall be advised of the specific project or program work.
- (d) The University shall provide the Union with a monthly list of temporary employees, the position employed during the month, and in response to a specific inquiry from the Union, a job fact sheet summary. The list will be provided prior to the end of each month.

ARTICLE 18 – JOB POSTINGS

- 18.01 The University will provide bulletin boards in sufficient locations to ensure reasonable availability to employees of notices regarding Union meetings and other local Union activities. All such notices must be signed by an officer of the Union and a copy sent to Employee Relations.

Job Posting

- 18.02 (a) (1) When the University decides to fill a job vacancy within the

bargaining unit, except temporary vacancies of less than twelve (12) weeks, such vacancy shall be posted for seven (7) calendar days on electronic bulletin boards only. Such non posted temporary vacancies shall not be extended, except by posting.

- (2) In the case of a temporary absence of a regular full-time incumbent (e.g. sick leave; leaves of absence), and which absence was not expected to extend to twelve (12) weeks, posting will not be required. However, any extension to these temporary absences for a further period of twelve (12) weeks or greater will be posted.
  - (3) In cases where a unit/department requires the appointment of a Team Leader from within the same work group (no vacancy exists), the opportunity will be posted within the work group only. For the purpose of this clause “work group” will mean a group of employees within the same department (under the same department number) whose duties and responsibilities support common functions.
  - (4) Such job postings shall indicate the salary band or wage rate and the position number and reflect a summary of the duties and responsibilities of the position. All postings for jobs within the Union shall state: “This position is covered by the Collective Agreement with the United Steelworkers.
- (b) Normally, applications for vacancies will not be considered from an employee during the probationary period as defined in Article 12.02. Probationary employees may request this to be waived.
  - (c) Every effort will be made to ensure job posting qualifications reflect the qualifications as interpreted by the Joint and Equal Job Evaluation Committee.
  - (d) Applications  
Any employee who feels that s/he is qualified may apply for the position. It is the responsibility of the employee to demonstrate evidence of qualification at the time of application. In all cases of job competition, the

University shall assess the skill, efficiency and capability of the applicants using all relevant information and when these factors are assessed to be relatively equal, seniority shall govern.

(e) Offer Letters

The University shall send the Union a copy of the successful applicant's appointment letter within five (5) working days of the receipt of the employee data form in Human Resources. Upon request by the Union, the University shall provide the list of all bargaining unit applicants to that job competition. The list will be by level of consideration and shall note the applicants employment status (TFT or RFT). The listing will also note the number (if any) of applicants from outside the bargaining unit.

All **appointment** letters, including temporary full-time appointments, shall contain the salary band or wage rate and the position number (if applicable) of the appointment, the department/unit, and the expected end date of the appointment.

(f) Feedback

Candidates not selected shall be informed by phone, email or in writing within five (5) working days of receipt of acceptance of the written employment letter. Regular full-time candidates not selected to bargaining unit regular full-time vacancies will be provided with the reasons why they were not successful, when the position was awarded to a temporary full-time employee. Upon receipt of a written request from the regular full-time employee, such reasons will be provided in writing. When requested to do so by a regular full-time candidate not selected, the University will meet with the employee for the purpose of discussion of how the employee might prepare for future job postings.

Levels of Consideration

- 18.03 (a) Levels of consideration for posted bargaining unit positions will be as follows:

- (1) qualified regular full-time employees within the bargaining unit will be considered first. If there are no qualified candidates from the first level of consideration; then
- (2) qualified temporary full-time employees within the bargaining unit will be considered next. If there are no qualified candidates from this second level of consideration; then,
- (3) Thereafter the Parties agree that the hiring practice will reflect, endorse and support the tenets of University's Employment Equity Plan.

18.04 A successful candidate for a regular full-time position, shall receive a copy of the job fact sheet for her/his newly acquired position. In the case of temporary full-time positions where there is no job fact sheet, the supervisor will supply the job fact sheet summary. Upon request, the Union shall also be provided with these documents.

18.05 When requested by the Union, the University will provide the reason(s) as to why a regular full-time vacant position is not being refilled.

18.06 Subject to Article 18.02, the following arrangements will govern the promotion of regular full-time employees to regular full-time positions.

- (a) The successful applicant will be placed on a trial period for a period of up to four (4) calendar weeks from the date of appointment. In the event that the successful candidate proves unsatisfactory in the position during this trial period, or if the employee is unable to perform the duties of the new position, the employee shall be returned to her/his former position and wage without loss of seniority. Any other employee promoted because of the re-arrangement of positions shall also be returned to her/his former position and wage without loss of seniority.
- (b) During the training period noted above, the successful applicant may elect to be returned her/his former position and wage without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of position shall be returned to her/his former position and wage without loss of seniority and may not grieve such a return.



ARTICLE 19 – HOURS OF WORK AND OVERTIME

- 19.01 The standard work week shall be thirty-five (35) or thirty-seven and one-half (37½) hours and the standard work day shall be seven (7) or seven and one-half (7½) hours (there shall be no split shifts). It is hereby expressly understood that the provisions of this section are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee of hours of work per day nor as to the days of work per week. The standard work week of thirty-five (35) hours or thirty-seven and one-half hours (37½) shall normally be scheduled on five (5) days per week or so as to average five (5) days of seven (7) hours or seven and one-half (7½) hours and thirty-five (35) hours or thirty-seven and one-half (37½) hours per week over one complete cycle of a rotating schedule.
- 19.02 The regular work schedule contemplated in 19.01 may be varied by mutual agreement of the employing department, the employee, and the Union, to the extent that the total hours do not exceed seventy (70) hours in a pay period. It is understood that these arrangements will not result in additional payments overtime.
- 19.03 (a) It is understood that the University will prepare regular schedules of the hours to be worked by employees and will post such schedules where they will be available to the employees concerned. When a new schedule providing for a general revision of hours to be worked is to go into effect, employees shall be notified by posting two (2) weeks in advance. In the case of individual or minor revisions required by illness, holidays, vacations, leave of absence, terminations and the like, the University will make every endeavour to give the employee or employees concerned at least two (2) days notice. Such notice may not be possible in cases of illness, bereavement or other emergency.
- (b) The University will consider the shift preferences of employees where possible and such preferences will be dealt with on a seniority basis. Employee requests to work flexible shift arrangements will be considered

subject to operational requirements and such requests will be dealt with on a seniority basis.

- (c) An employee whose family responsibilities (e.g. child-care) will initially be affected by a permanent change to her/his hours of work, will be provided with reasonable notice and/or an opportunity to make alternate arrangements prior to the implementation of the change in hours.
  - (d) Notwithstanding 19.02, an employee who requires religious accommodation to observe the religious obligations and practice of their faith shall discuss such accommodation with their immediate supervisor. Accommodation may involve rearrangement of daily duties and/or hours as appropriate to meet the employee needs and operational requirements.
- 19.04 (a) Standard working hours shall be organized to provide employees with a meal break which shall not be included in the calculation of hours worked and two (2) fifteen (15) minute rest periods which shall be so included. Normally, one (1) rest period will be provided before the meal break and one (1) after.
- (b) The University agrees to pay a meal allowance of \$8.00 plus tax to an employee who works more than ten (10) consecutive hours (exclusive of meal breaks and rest periods) at the supervisor's request. The meal allowance will be granted only in cases where the employee was not given at least sixteen (16) hours prior notice of working such consecutive hours of work.
- 19.05 (a) Authorized work performed in excess of the employee's normal work schedule or on an employee's scheduled day off shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's regular hourly rate, it being understood that when payment at time and one-half ( $1\frac{1}{2}$ ) has been made for any such scheduled work, the time involved shall not be included again for the purpose of establishing a premium payment for that or any other work.

- (b) Any employee who is scheduled to work overtime on a scheduled day off will receive a minimum of three (3) hours pay at the appropriate overtime rate.
  - (c) Any employee who is scheduled to work overtime on a Sunday will receive two (2) times the employee's regular hourly rate. The time involved shall not be included again for the purpose of establishing a premium payment.
  - (d) In the case of an employee on a 4-day work week, the appropriate "overtime rate" is straight time for authorized overtime worked between twenty-eight (28) and thirty-five (35) hours inclusive.
- 19.06 To the extent feasible, employees shall be given the opportunity to volunteer for scheduled overtime. When the assignment of overtime is necessary, it shall be assigned in such a way as to divide overtime work as equally as practical among employees who normally perform the required work. Where overtime has been accepted on a voluntary basis or assigned, an employee scheduled to work may obtain a substitute who shall be acceptable to the appropriate supervisor. Every effort will be made to give employees as much notice as possible.
- 19.07 (a) Where an employee requests time off in lieu of overtime, the University shall make every effort to provide for such time off at the time selected by the employee. The ratio for overtime shall apply to the calculation of the appropriate time off. No employee shall be compelled to liquidate overtime by taking time off.
- (b) Where an employee requests time off in lieu of overtime and the time off accumulated between January 1<sup>st</sup> and December 31<sup>st</sup> of one (1) year has not been taken as time off, then the employee and her/his supervisor must arrange for the employee to take the time off by August 31<sup>st</sup> of the following year or to void the accumulated overtime by being paid for same.
- 19.08 Notwithstanding the provisions of this Article, an employee who is absent from work without either permission or supporting medical evidence to justify the absence, and who has been duly warned in writing shall not be paid overtime in

the pay period during which the absence occurs until s/he has worked her/his normal work schedule.

- 19.09 Notwithstanding the provisions of paragraph 19.01 of this Agreement, work schedules presently in effect which do not conform to the provisions of that paragraph may be continued in effect or modified within their present limits provided that:
- (a) no such schedule shall require a work week averaging more than thirty-seven and one-half ( $37\frac{1}{2}$ ) hours over its duration, and;
  - (b) daily hours of work greater than seven (7) but which do not extend beyond seven and one-half ( $7\frac{1}{2}$ ) shall be paid for at the employee's regular hourly rate.
- 19.10 It is understood and agreed that for certain employees, such as console operators not employed on straight day work, the meal break and rest periods provided in paragraph 19.04 shall be taken at the primary place of duty and the meal break shall be included in the calculation of hours worked.
- 19.11 It is agreed that present employees who have regular full-time status and who request and are granted 4-day work weeks will be so appointed as regular full-time employees on the following basis:
- (a) Seniority shall continue to accrue;
  - (b) Wages, vacation and sick leave entitlement will be prorated accordingly;
  - (c) Benefit coverage will remain the same except for Pension Benefits, Life Insurance coverage and Long Term Disability, which are based on actual wages earned.

New hires who accept employment under a 4-day work week do so as set out above. Employee requests for the conversion of a regular full-time position to a 4-day work week position are to be submitted in writing, to the employee's appropriate supervisor or department head. If approved, the employee will be issued with a new employment offer letter, with a copy to the Union.

## ARTICLE 20 – EMERGENCY CALL-IN AND STAND-BY

### Emergency Call-In

- 20.01 (a) An employee called in to work in an emergency outside her/his scheduled shift and without previous notice shall be paid at the appropriate overtime rate (see Article 19.05) with a minimum of four (4) hours, at time and one-half (1½). Any further such call-in within the same four (4) hour period shall be paid at the appropriate overtime rate for the hours worked. In the event that a portion of such four (4) hours extends into her/his regular shift, the employee will be paid for such portion at the overtime rate.
- (b) In cases where an employee has been provided with the technology to enable them to resolve problems from home, eliminating the need to attend the workplace, they will be provided with a minimum of two (2) hours overtime at the appropriate overtime rate (see Article 19.05). Any further such calls at home within the same two (2) hour period, shall be paid at the appropriate overtime rate for the actual hours worked.
- 20.02 Except as provided in paragraph 20.01, an employee who is scheduled to work overtime shall be paid for a minimum of three (3) hours at her/his overtime rate.
- 20.03 These minima shall not apply to overtime which is contiguous with the employee's normal shift, nor to overtime which is separated from a normal shift only by a meal break provided the employee was aware of the overtime requirement prior to the end of her/his normal shift.

#### Standby

- 20.04 The University's operational requirements are such that employees in some positions, as part of their regular duties and responsibilities, may be scheduled to be on standby. In such cases, the employee will receive confirmation of her/his standby schedule in advance, in writing or by email. The following applies to employees scheduled to standby:
- (a) Employees scheduled to standby will receive \$3.00 per hour that s/he is on standby,
- (b) Employees required to attend to work while on standby will also be entitled to emergency call in as per Article 20.01,
- (c) Employees required to attend to work from home, while on stand-by, will also be entitled to emergency call in pay as per Article 20.01 (b).

- (d) When scheduled to stand by, employees must be available to attend at the work place within one-half (½) hour of when such attendance is required.

#### ARTICLE 21 – TEAM LEADER

21.01 It is acknowledged that team leaders do not have responsibility for, nor can be delegated to hire, discipline or initiate discipline or terminate employees. The role of a team leader is to provide functional guidance to the assigned work group. It is further acknowledged that a team leader is not deemed to be a Supervisor for purposes of the Occupational Health and Safety Act. All positions of team leader shall be posted and filled in accordance with Article 18.

As outlined in Memorandum of Understanding #11, a team leader will be eligible to receive a five percent (5%) team leader premium, if she/he is within the same salary band as the group of employees to which they provide the team leadership. If the team leader is currently paid in a higher salary band than the group of employees to which they provide team leadership, then no additional team leader premium will be provided.

#### ARTICLE 22 – WAGES

22.01 The University and the Union agree to accept, for the term of this Agreement, the salary provisions outlined in Schedule “A” attached hereto and forming part of this Agreement.

22.02 If an employee has, in addition to the English language, a language facility which is a normal part of the job requirement and such facility is regularly used, a language bonus in the amount of \$12.00 per additional language per week will be paid. The determination of such payment will be at the sole discretion of the University.

#### ARTICLE 23 – BENEFITS

23.01 The components of the regular full-time employee benefits program are:

- (a) sick leave as provided by Article 16;
- (b) long term salary continuation insurance;

- (c) medical insurance providing major medical, semi-private hospital coverage, hearing and vision care;
  - (d) group life insurance;
  - (e) pension plans;
  - (f) basic medical and hospital insurance as required by legislation;
  - (g) dental plan.
- 23.02 The University will contribute sixty-six and two-thirds per cent ( $66\frac{2}{3}\%$ ) of the total costs of the benefits indicated in sub-paragraph (b), (d), and (f) above. The University will contribute one-hundred percent (100%) of the total cost of the benefits indicated in sub-paragraph (c) above. The University will contribute eighty-percent (80%) of the total premium costs of dental insurance.
- 23.03 The benefits of major medical, basic medical and group life insurance will be extended to temporary full-time employees whose appointment is for a period of six (6) months or more on the basis of the University contributing sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of the total cost of these plans.
- 23.04 For new employees hired on or after October 1, 2008, establish a ten year continuous service requirement at the University to be eligible for post retirement benefits upon drawing a pension from the University. For the purpose of this provision it is understood continuous service will include temporary full time appointments with breaks in service between successive appointments of 8 weeks or less. Employees on 8, 9, 10 month appointments will be deemed to have continuous service.

#### ARTICLE 24 – METHOD OF PAYMENT OF WAGES

- 24.01 Wages are calculated on hourly rates over two (2) week periods ending on Thursday, on the assumption that normal scheduled hours are worked. This calculation is modified by the addition of premiums and overtime earned and the deduction of unpaid absences during the immediately preceding pay period.
- 24.02 Payment of wages is made every second Thursday of assumed earnings to and including that day modified as indicated in Article 24.01 above.

24.03 Notification of changes in the above procedure will be given to employees and to the Union before being put into effect.

#### ARTICLE 25 – REDUNDANCY AND LAY-OFF

25.01 “Redundancy”, as it pertains to this Article, means cessation of a position(s) because of a reduction in force, lack of work, the discontinuance of a function or a facility of the University; however, “redundancy” may not necessarily result in a “lay-off”.

“Lay-off” means cessation of employment because of lack of work in an employee’s salary band or the discontinuance of a function or facility of the University; Individual grievances alleging violation of this Article will be submitted at Step 3 of the Grievance Process

#### 25.02 Notice to the Union

(a) In the event the University declares a need to lay off employees or declare position(s) redundant within the bargaining unit, the Manager of Employee Relations will provide the Union with as much notice as reasonably possible of the proposed lay-off and no less than twenty (20) working days prior to the proposed redundancy.

At this meeting, the University will, per 25.03 (g) (ii), outline for the Union the relevant staffing and financial information utilized in making the decision(s) to declare positions redundant.

#### Joint and Equal Redeployment Committee

(b) A Joint and Equal Redeployment Committee will be struck and shall be comprised of no more than five (5) representatives from the Union, to include the President and Grievance Officer and no more than five (5) representatives from the University including the Manager, Employee Relations or her/his designate.

(c) The Joint and Equal Redeployment Committee will convene prior to any affected employee(s) being notified and no later than two (2) weeks after the notice referred to in (a). The Committee will meet as required to fulfill the mandate as in Article 25.03. Either party may convene a meeting of



the Joint and Equal Redeployment Committee, if in their opinion it is required.

Notice to the Employee(s)

- (d) The affected employee(s) will be notified of the position redundancy, as soon as possible following the meeting of the Joint and Equal Redeployment Committee, and no later than two (2) weeks after said meeting. The affected employee will be notified of their rights under this Article in a meeting that will involve the Manager of Employee Relations or designate, the Department Chair and/or designate, and a Union Representative.
- (e) Following notification, as in (d), the affected employee(s) will meet with their H.R. Service Coordinator to initiate the completion of an Employee Skills Portfolio. The affected employee(s) will normally decide whether they will exercise the option of a voluntary termination (as per 25.10(b)) or whether they will exercise their seniority on, or before the fifteenth (15<sup>th</sup>) working day following the notification of their position redundancy.

25.03 Mandate of the Joint and Equal Redeployment Committee

- (a) Identify and propose possible alternatives to proposed layoffs and/or position redundancies;
- (b) Identify vacant positions within the bargaining unit or positions which are currently filled but which will become vacant within a six (6) month period;
- (c) Identify secondments to positions which could be performed by bargaining unit employees who have had their position declared redundant, or employees who are or would otherwise be laid off;
- (d) Identify temporary positions which could be performed by regular full-time employees who are or would otherwise be laid off;
- (e) The Committee may identify suitable, and mutually agreed upon, neutral third Party(ies) who will aid in the determination as to whether an affected

employee has the skills and ability to perform the normal requirements of an identified position with a reasonable amount of training.

Disclosure

- (f) The University will assess the capability of an employee to perform the normal requirements of any position with a reasonable amount of training under this Article using all relevant information, including but not limited to the Employee's Skills Portfolio and the Official Job Fact Sheets on file in Human Resources.
- (g)
  - (i) The University shall provide to the Joint and Equal Redeployment Committee information required by the Committee to carry out its mandate.
  - (ii) The Union will be provided with relevant staffing and financial information utilized by the University in making its decision(s) to declare positions redundant.

25.04 In the event of redundancy or lay-off(s), within a College or directorate, it is agreed that first part-time, then temporary and then probationary employees will be laid off from the University first, where such lay-off satisfies the need for reduction.

25.05 Application of Seniority

In all cases of position redundancy, lay-off, or recall from lay-off, seniority within the seniority list established in 12.04 shall govern, provided that the employee has the skills and ability to perform the normal requirements of the position as indicated in the Official Job Fact Sheet on file in Human Resources, with a reasonable amount of training as indicated in the Official Job Fact Sheet.

25.06 For the purpose of bumping, layoff, and recall from layoff, the Union Executive shall head the seniority list during their term in office and shall resume their former standing on the seniority list upon termination of such office. However, the regular full-time position occupied by a member of the Executive may be declared redundant during her/his term of office and consequently s/he will be immediately subject to the redeployment and bumping provisions of this Article.

25.07 Procedure

- (a) If the redeployment exercise has been unsuccessful, and the affected regular full-time employee elects to exercise her/his seniority, then the following bumping procedures will apply to the affected employee(s).
- (b) Prior to the bumping procedure being invoked, the Union will be provided with two (2) working days (and up to a maximum of five (5) working days in extenuating circumstances) following the date of notification to consider an identified bump. If the Union does not agree with the identified bump, they will provide their reasons, in writing, to the Manager of Employee Relations within the specified time limits.

#### 25.08 Bumping

- (a) The employee(s) with the least seniority within their Department within the affected salary band will be displaced from her/his Department.
- (b) Once the employee is displaced from her/his Department s/he will be eligible, seniority permitting, to displace within her/ his salary band, the most junior bargaining unit employee within her/his College or Directorate.
- (c) If any employee does not possess the skills and ability to perform the requirements of the position occupied by the most junior employee in her/his College or Directorate, s/he will be assigned the position occupied by the next most junior employee within her/his College or Directorate, seniority permitting, and so on, until an employee with less seniority within her/his band is identified in the College or Directorate where s/he has the skills and ability to perform the normal requirements of the position in question with a reasonable amount of training. If an employee does not have the skills and ability to perform a job within their salary band in her/his College or Directorate, the same process will be applied for bargaining unit jobs outside of the employee's College or Directorate within her/his same salary band.
- (d) The last employee displaced (resulting from (a), (b), or (c) above), will be eligible, seniority permitting, to displace the most junior employee within the next lower paid salary band, provided s/he has the skills and ability to

perform the normal requirements of the position with a reasonable amount of training. The same process spelled out in (a), (b), and (c) above shall apply, until there is no position in any lower salary band in which an employee has the skills and ability to perform the normal requirements of the position in question with a reasonable amount of training.

25.09 Notice to Employees

If there is no position in any lower salary band in which an employee has the skills and ability to perform (as per Article 25.05 (d)), the University will give the affected employee(s) who has completed her/his probationary period written notice of impending lay-off in accordance with the following scale:

<u>Years of Service</u>	<u>Month(s) of Service</u>
Up to 4 years	1 month
4 and 5 years	2 months
6 and 7 years	3 months
8 and 9 years	4 months
10, 11, 12, 13, & 14 years	5 months
15 years or more	6 months

- 25.10 (a) The employee noted above in Article 25.09 may elect to receive payment in lieu of notice equal to the lesser of three (3) weeks of pay per year of service to a maximum of fifty-two (52) weeks or the maximum number of weeks remaining until normal retirement. However, it is understood that should an employee elect to receive pay in lieu of notice, s/he relinquishes her/his rights to recall as stipulated in 12.07 (f) and such employee shall be considered to have terminated her/his employment with the University.
- (b) An employee whose position has been declared redundant as outlined in Article 25.02(d) and (e) may elect to receive an enhanced voluntary termination payment in lieu of notice within 15 days of notification equal to one (1) month of pay per year of service to a maximum of fifteen (15) months, plus one (1) week of pay for each additional year of service beyond 15 years to a maximum payment of eighteen (18) months. It is

understood that should an employee elect to receive this payment, s/he relinquishes all rights under this Article and such employee shall be considered to have terminated her/his employment with the University. This enhanced voluntary termination payment does not remain available beyond the fifteen day period.

- 25.11 The University will attempt to relocate any employee whose position is declared redundant.
- 25.12 For the purpose of clarification of this Article, it is expected that the affected employee(s) (i.e. employee(s) on lay-off or employee(s) displaced to a lower salary band) will be proactive in maintaining contact with Human Resources regarding vacant positions within her/his original salary band that they wish to be considered for and also in keeping their skills portfolio up-to-date. The University will notify all individuals on lay-off by registered mail (sent to the employee's last known address) and all individuals who have been displaced to a lower salary band by email and phone-call to his/her on-campus extension, of possible vacancies prior to posting, provided the employee has the skills and ability to meet the normal requirements of the position. The employee on "lay-off" will be provided with two (2) working days and up to a maximum of five (5) working days in extenuating circumstances to accept the identified vacant position. In the case of Article 25.12 (b) below, the University shall notify affected individuals, who possess the skills and ability to meet the normal requirements of the position, prior to the position being posted. The University shall contact the affected employee in Article 25.12 (b) for two (2) working days prior to the positing being posted. The twenty-four (24) month recall period is defined in Article 12.07 (f) of this Agreement.

(a) Recall from Lay-off

When a job opening occurs within the bargaining unit, an employee laid off from the University will be eligible, seniority permitting, to fill that opening provided the employee has the skills and ability to perform the normal requirements of the position with a reasonable amount of training.

Opportunity of recall shall be applied before such opening is filled on a regular basis under the job posting procedure.

(b) Recall to Salary Band

When an opening occurs within a salary band, an employee displaced from the salary band, or recalled to a lower salary band from which s/he was laid off, will be eligible, seniority permitting, to fill that opening provided s/he has the skills and ability to perform the normal requirements of the position with a reasonable amount of training.

(c) Temporary Recalls

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed one (1) month. Such preference shall be in order of seniority, provided that the employee has the skills and ability to perform the normal requirements of the job. The recall period under this Collective Agreement will be extended by an amount equivalent to the accumulated period worked during such lay off. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

ARTICLE 26 – TIME OFF FOR SNOW STORMS, HEAT, ETC.

26.01 It is University policy that employees are expected to report for work on their normal work day regardless of weather. However, under sever weather conditions it may occasionally be impossible for employees to fulfill their obligations without exposing themselves to undue hazards. Under these circumstances, should an employee be unable to report for work, s/he will have the option of charging her/his absence against her/his available vacation credits, floater holiday, or charging time off as absence without pay. Employees are urged to make every effort to report to work during inclement weather conditions. In recognition of this effort, supervisory personnel are to use their discretion in recording latecomers who have been delayed because of the weather conditions.

26.02 From time to time, the University considers it appropriate to allow certain employees to leave work earlier than normal. This situation would normally occur under severe storm (e.g. ice or snow) conditions. When early departure is granted or for temporary closure of the University or department under these circumstances, it is granted with pay and the following will apply:

- (a) Employees who are granted time off for early departure will not receive premium rates for time not worked on such days.
- (b) Vacation and sick leave charges will not be reduced by an equivalent amount of time off as granted.
- (c) Employees working shifts who are relieved from one shift to another are not allowed to leave early. It is stressed that time off for heat, snow storms, etc. is not a matter of legal obligation.

ARTICLE 27 – 8, 9, or 10 MONTH CONTINUING LIMITED TERM POSITIONS

27.01 8, 9, or 10 month continuing limited term positions are by their nature ongoing regular full-time positions and should not be confused with temporary full-time appointments. Present employees who have regular full-time status and new hires who accept continuing limited term positions will be so appointed on the following basis:

- (a) Seniority – such employees will:
  - (1) retain their up-to-date accumulated credits;
  - (2) continue to accumulate such credits while working;
  - (3) accumulate credits during the period of unpaid status.
- (b) Benefits – eligible for normal cost sharing arrangements for O.H.I.P., Major Medical, Group Life Insurance, Dental Plan, Long Term Disability Plan and the Pension Plan while at work. Participation in the Long Term Disability Plan and the Pension Plan will be reinstated immediately upon returning to work. During the unpaid status period the University will continue normal cost sharing arrangements for O.H.I.P., Major Medical, Group Life Insurance and for the Dental Plan. Participation in the Long

Term Disability and Pension Plans will be discontinued during the period of unpaid status. In order to continue the cost sharing arrangement for eligible plans during the unpaid status period the employee will be required to submit her/his portion of the costs within thirty (30) days of billing. An employee who is unable to work during the predetermined paid work period as a result of illness will be eligible to qualify for sick pay and Long Term Disability benefits in accord with normal University practices, and this policy.

- (c) Vacations – Vacation credits will be granted in accordance with normal University policy. Accordingly, there will be no accumulation of credits during each month of unpaid status,
- (d) Sick Leave - Sick leave credits will be granted in accordance with normal University policy or in accord with the terms of this Agreement. An employee will not be eligible to use sick leave credits during the predetermined unpaid status period.
- (e) Wages – Wages will be discontinued during the “off work” period. Increases will be in accordance with negotiated settlements as appropriate.
- (f) No regular full-time employee will be compelled (i.e. pressured by her/his supervisor) to take a continuing limited term appointment.

27.02 Employee requests for the conversion of a regular full-time position to an 8, 9, or 10 month continuing limited term position are to be submitted in writing, to the employee’s appropriate supervisor or department head. If approved, the employee will be issued with a new employment offer letter, with a copy to the Union.

27.03 (a) Employees who are appointed to 8, 9, or 10 month continuing limited term positions are to be informed annually in writing, with a copy to the Union, of the anticipated last day of work for each term. Prior to the completion of the term, the employee will be informed in writing, of the date they are scheduled to return to work from their “off work” period. These positions signify that an individual hired into such positions can expect to be re-appointed for so long as suitable work is available.



- (b) The “off-work” period will not be changed without the mutual agreement of the employee and the University. New employees hired into 8, 9, or 10 month continuing limited term positions after March 3<sup>rd</sup>, 2000, will be informed at the time of hire, that the “off-work” period may be subject to change as a result of operational requirements. However, every effort will be made to provide the affected employee with sufficient time to make any necessary arrangements for family responsibilities.

ARTICLE 28 – EDUCATIONAL LEAVE

- 28.01 (a) The University agrees to waive the cost of tuition (excluding the cost of textbooks and laboratory fees) for:
- (1) regular full-time employees who have completed one (1) year of service with the University;
  - (2) employees on 8, 9, or 10 month continuing limited term appointments who have completed twelve (12) months of service (where the 4, 3, or 2 months, respectively, of inactive service is included as part of the twelve (12) months eligibility period).
- (b) Such waiver will apply to eligible employees for any credit courses or thesis semester offered by the University or courses offered by the Office of Open Learning, providing the employee is accepted and subject to the following terms:
- (1) no more than four (4) non-credit courses may be taken by an individual employee during any one (1) calendar year;
  - (2) the University reserves the right to limit total bargaining unit employee enrolment in any non-credit course. No employee will be unreasonably denied;
  - (3) normally, an individual employee may not enroll in the same non-credit course more than once in any three (3) year period if the employee has attended less than sixty percent (60%) of such course;
  - (4) an employee may be subject to late registration fees.

28.02 Wherever possible, the courses attended should be scheduled outside the employee's normal working hours. When this is not possible the employee will not lose regular pay (excluding premiums) for attendance during working hours up to a maximum of three (3) hours per week provided that:

- (a) if the course is available outside the employee's working hours the paid leave as mentioned herein will not be available to the employee; and
- (b) a request for the application of tuition waiver and leave of absence must be approved by the Department Head and the Assistant Vice-President Human Resources prior to registering for the course. Such approval will not be unreasonably withheld; and
- (c) such leave will be granted provided that the operating needs of the department are not prejudiced, but the University agrees to take into account the needs of the employee. In the event of conflicts between employees, such conflicts will be resolved on a seniority basis where operating requirements of the department are not a factor; and
- (d) the employee will inform her/his supervisor of her/his course schedule as soon as the employee is made aware of her/his schedule.
- (e) Thesis semester students are not eligible for such three (3) hours.

28.03 Staff Development

- (a) The University and the Union acknowledge a shared and continuing commitment to staff development and renewal, and will work together to identify and initiate such opportunities for Union members.
- (b) The University and the Union encourage Union members to continue the development of their skills and abilities through courses both degree and non-degree.
- (c) Where an employee wishes to take courses at institutions other than the University of Guelph and doing so will likely increase job proficiency, the financial resources of the department permitting, the employee will be reimbursed for one hundred percent (100%) of the cost of tuition up to a maximum of \$800 in any one (1) calendar year provided that:

- (1) Approval for the chosen course or program must be secured in advance from the employee's Chair/Department Head and from the Assistant Vice-President Human Resources. The nature of the program should be such that it will increase the effectiveness of the employee in their present or possible future position with the University;
- (2) Reimbursement is contingent upon successful completion.

ARTICLE 29 – EDUCATIONAL LEAVE: FULL-TIME PROGRAMS LEADING TO A DEGREE/DIPLOMA/CERTIFICATE

29.01 An employee who wishes to undertake a programme which requires full-time attendance may apply for a leave of absence without pay for a period of up to eight (8) calendar months. Such leave shall be approved provided:

- (a) the application is made at least two (2) months in advance of the commencement of the leave;
- (b) prior approval of the leave is given by the Department Head who shall take into account the operating needs of the department. Such approval shall be provided within a ten (10) day period;
- (c) prior approval of the leave is given by the Assistant Vice-President Human Resources or designate within ten (10) days of receiving such request.

During the period of such leave without pay, the normal benefits cost-sharing arrangements will continue (normal pension contributions will be at the employee's option), provided the employee continues employment following such leave for a period of no less than one (1) year.

ARTICLE 30 – OCCUPATIONAL HEALTH AND SAFETY

30.01 (a) The University shall make all necessary and reasonable provisions for the occupational health and safety of its employees and shall comply with the Ontario Occupational Health and Safety Act.

- (1) The Union will appoint or elect its representative(s) to the Central Joint Health and Safety Committee;
  - (2) The Union will select its representatives to the Local Joint Health and Safety Committees;
  - (3) Leave required during regular working hours to allow representatives to the Central and Local Health and Safety Committees to perform their duties, as committee representatives, will be without loss of pay;
  - (4) The University recognizes and acknowledges the right of employees to be informed about hazards in the workplace, to be provided with appropriate training, and the right to refuse unsafe work consistent with the Ontario Occupational Health and Safety Act R.S.O as amended October 2002;
  - (5) The University will provide, (at no cost to the employees) and employees will wear, appropriate protective clothing and/or other devices, which the University deems necessary to protect employees from the workplace injury or hazard;
  - (6) Upon submission of a receipt of purchase of CSA approved safety footwear, employees, whose jobs require the wearing of safety footwear, will be issued a safety shoe subsidy of \$130.00 once annually.
  - (7) Employees whose job, as determined by the University, requires the wearing of prescription safety glasses, will be entitled, once every two (2) years, to CSA approved prescription safety glasses. Cost of such CSA approved glasses shall be paid by the University. Authorization forms for purchase are provided through the Environmental Health and Safety office.
- (b) The University agrees to pay the cost for Level 1 and Level 2 certification as provided by the Worker's Health and Safety Centre (WHSC) for Union representative(s) on both the Central and Local Joint Health and Safety Committees.

- (c) The Local Union shall be entitled to meet with representatives of the University to discuss health and safety concerns raised by members of the Local and not addressed in a timely manner at the safety committee level.
- (d) The University and the Union will recognize the International Day of Mourning, April 28<sup>th</sup>, for workers killed or injured on the job on such date officially established each year, and in recognition, develop and publish a joint proclamation respecting the above.
- (e) The University agrees to provide unpaid release time for up to three (3) Union Health and Safety representative(s) to participate in the Steelworker's Young Worker Awareness Program by speaking at local area high schools.
- (f) The University agrees to lower all flags flown in the workplace to half mast in honour and recognition of the Day of Mourning.

#### ARTICLE 31 – STEELWORKERS CHARITABLE HUMANITY FUND

31.01 The University agrees to deduct the amount of one cent (1¢) per hour from the wages of all employees in the bargaining unit for all hours worked and prior to the 15<sup>th</sup> day of the month following. The amount so deducted for the "Humanity Fund" will be forwarded (as payment) to the United Steelworkers' National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The University will advise, in writing, both the Humanity Fund at the aforementioned address, and the local Union that such payment has been made, and the amount of such payment with the names of all employees in the bargaining unit on whose behalf such payment has been made. Employees may opt out of the Humanity Fund by providing written notice of their desire to do so to the Local Union, who shall advise the University of this request. The Union shall provide the charitable receipts to employees.

#### ARTICLE 32 – TERMS OF AGREEMENT

32.01 This agreement shall continue in effect until April 30<sup>th</sup>, 2011 and shall continue automatically thereafter for annual periods of one (1) year each unless either Party notifies in writing, not less than thirty (30) calendar days and not more than sixty

(60) calendar days prior to the expiration date, that it desires to amend or terminate this Agreement.

SIGNED this            day of            , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

SCHEDULE "A"(A) SALARY ADJUSTMENTS

**Effective May 1, 2008:** add a new "Level 7" at 4.0% above current Level 6 rate.

All employees at Level 6 or below who do not advance to the new Level 7 as of the date of ratification shall receive a one time lump sum payment of 3% in addition to any scheduled grid progression. (e.g. there will be no change to the current grid except for the addition of the new Level 7).

All employees currently above Level 6 but below the new Level 7 will advance to Level 7. If the amount required to move that employee to Level 7 is less than 3%, the employee will receive the difference as a lump sum payment.

All employees above the new Level 7 will receive an increase of 3% to base rate not to exceed the band maximum, with any residual paid as a lump sum.

Employees who are currently above the maximum of their salary band will receive lump sum payments equivalent to the above noted increases (i.e. 1, 2, & 3 above) on the indicated effective dates.

It is understood that the provisions of Schedule A also apply to progression of employees to Step 6 (i.e. with respect to the awarding and withholding of incremental adjustments based on performance).

**Effective May 1, 2009:** 3.0% base adjustment to all steps except maximum.

All employees above Level 7 will receive an increase of 3% base rate not to exceed the band maximum, with any residual paid as a lump sum.

**Effective May 1, 2010:** 3.0% base adjustment to all steps except maximum.

All employees above Level 7 will receive an increase of 3% to base rate not to exceed the band maximum, with any residual paid as a lump sum.

(B) INCREMENTAL ADJUSTMENTS

1. Employees will progress to their appropriate incremental level based upon Service Review Date (the length of service within their current salary band) and based upon performance as follows:

- Level 1 – entry level
- Level 2 – upon the completion of 6 months
- Level 3 – upon the completion of 12 months
- Level 4 – upon the completion of 24 months
- Level 5 – upon the completion of 36 months

Level 6 – upon the completion of 48 months

Level 7 – upon the completion of 60 months

2. New employees will normally enter at Level 1. In exceptional cases, a request may be made by the hiring department to the Assistant Vice-President, Human Resources or designate, for a new employee to enter at Level 2 or 3. Any such exceptions will normally be based upon prior experience. Notwithstanding the above, in unusual circumstances a new employee may be hired above Level 3.
3. Adjustments to Level 2 will be made upon the successful completion of the probationary period of new employees entering at Level 1. For new employees entering above Level 1, the normal probationary increase will not apply. If an employee enters at a level greater than 1, progression to subsequent levels will be on the completion of each twelve (12) months of service.
4. An employee will normally be awarded one (1) incremental increase on her/his Service Review Date. In exceptional cases of superior performance an employee may be awarded two (2) incremental increases on her/his Service Review Date subject to the approval of the Assistant Vice-President, Human Resources or Designate.
5. Adjustments made by the University under the provisions of Number B.2, Number B.3, and Number B.4 above shall be at the sole discretion of the University and shall not be subject to the grievance procedure.
6. Adjustments beyond Level 2 may be withheld on the basis of performance. In such cases, the Assistant Vice-President, Human Resources or designate must be satisfied as to the validity of reasons for withholding adjustments and the employee concerned must be informed in writing as to why the increase is withheld and the improvements in performance that are expected. Grievances arising out of this Article will be subject to the normal grievance procedure.
7. Level 7 will be the job rate to be reached normally at the completion of sixty (60) months within the salary band. It is understood that the provisions of Schedule A also apply to progression of employees to Step 7 (i.e. with respect to the awarding and withholding of incremental adjustments based on performance).
8. In cases of voluntary demotion the employee will enter the new salary band at a level no higher than Level 7.
9. (a) In cases of disciplinary demotion or reclassification to a lower salary band through the Joint Job Evaluation process, an employee will retain her/his previous salary provided such salary is less than or equal to the maximum of the new salary band. It is understood that if an employee's hourly rate falls between the defined levels in the new salary band, no adjustment to the hourly rate will occur. On the employee's next service review date,



they will be eligible to move to the next higher level.

- (b) In cases of demotion to a lower salary band as a result of a “reduction in strength”, the employee will retain her/his previous salary. In cases where the employee’s hourly rate exceeds the maximum of the lower salary band, the employee’s hourly rate will be “red-circled” and her/his hourly rate will be managed.

10. In cases of promotion the employee will enter at no less than Level 2 of the new salary band and/or no higher than five per cent (5%) above the employee’s previous salary unless this does not put the employee on a defined level, in which case the salary will be moved to the next higher level. In unusual circumstances and with approval from the Assistant Vice-President, Human Resources or designate, an employee may enter at a higher level. Any such exceptions will be based normally on prior experience.

SIGNED this                      day of    , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

## USW 4120 Salary Grids: May 2008 – April 2011

Reissued September 25, 2008

May 1/08

Add Level 7 – no change to grid from May 1, 2007

Band	Level 1	Level 2	Level 3	Level 4	Job Rate	NEW		Maximum
						Level 6	Level 7	
1	14.04	14.74	15.67	16.60	17.54	18.25	18.98	21.04
2	15.69	16.49	17.52	18.59	19.61	20.41	21.23	23.55
3	17.38	18.23	19.41	20.56	21.71	22.56	23.46	26.04
4	19.04	19.98	21.27	22.53	23.80	24.75	25.74	28.56
5	20.71	21.76	23.14	24.51	25.89	26.94	28.02	31.05
6	22.37	23.51	24.99	26.51	27.96	29.09	30.25	33.54
7	24.02	25.25	26.82	28.46	30.02	31.24	32.49	36.04
8	25.68	26.99	28.67	30.41	32.14	33.41	34.75	38.56
9	27.37	28.72	30.56	32.39	34.23	35.60	37.02	41.04

May 1/09

3% Increase – no change to Maximum

Band	Level 1	Level 2	Level 3	Level 4	Job Rate	Level 6	Level 7	Maximum
2	16.16	16.98	18.05	19.15	20.20	21.02	21.87	23.55
3	17.90	18.78	19.99	21.18	22.36	23.24	24.16	26.04
4	19.61	20.58	21.91	23.21	24.51	25.49	26.51	28.56
5	21.33	22.41	23.83	25.25	26.67	27.75	28.86	31.05
6	23.04	24.22	25.74	27.31	28.80	29.96	31.16	33.54
7	24.74	26.01	27.62	29.31	30.92	32.18	33.46	36.04
8	26.45	27.80	29.53	31.32	33.10	34.41	35.79	38.56
9	28.19	29.58	31.48	33.36	35.26	36.67	38.13	41.04

May 1/10

3% Increase – no change to Maximum

Band	Level 1	Level 2	Level 3	Level 4	Job Rate	Level 6	Level 7	Maximum
2	16.64	17.49	18.59	19.72	20.81	21.65	22.53	23.55
3	18.44	19.34	20.59	21.82	23.03	23.94	24.88	26.04
4	20.20	21.20	22.57	23.91	25.25	26.25	27.31	28.56
5	21.97	23.08	24.54	26.01	27.47	28.58	29.73	31.05
6	23.73	24.95	26.51	28.13	29.66	30.86	32.09	33.54
7	25.48	26.79	28.45	30.19	31.85	33.15	34.46	36.04
8	27.24	28.63	30.42	32.26	34.09	35.44	36.86	38.56
9	29.04	30.47	32.42	34.36	36.32	37.77	39.27	41.04

1. SHIFT PREMIUMS

- (a) Shifts starting between 1200 hours and 1800 hours shall carry a premium of fifty cents (50¢) per hour.
- (b) Shifts starting between 1800 hours and 0600 hours the next day shall carry a premium of seventy five cents (75¢) per hour.
- (c) Shifts in which more than fifty percent (50%) of the time worked falls on Saturday shall carry a premium of fifty five cents (55¢) per hour.
- (d) Shifts in which more than fifty percent (50%) of the time worked falls on Sunday shall carry a premium of seventy five cents (75¢) per hour.
- (e) The premiums shall not be paid where the time worked is paid at the overtime rate.

2. ACTING PAY

An employee requested by the Department Head to perform the regular duties of a position of greater responsibility and band for a period of more than ten (10) consecutive shifts shall be paid a premium of five percent (5%) of her/his basic rate of pay or the minimum of the salary band for the work which s/he is performing whichever is greater for the period during which s/he fulfills the duties of the position in the higher salary band. In cases where this is less than the minimum of the salary band for the new position, the rate of pay may range from five percent (5%) of the employee's current salary to the minimum of the acting salary band. The responsibility pay is to be prorated according to the proportion of responsibilities assumed.

SCHEDULE "B"

## 11 Hour Shifts – Clerk Dispatchers, Security Services

1. Eleven (11) hour shift schedule will be arranged in such a manner that the employee will normally work three (3), eleven (11) hour shifts on days, have three (3) days off, work three (3), eleven (11) hour shifts on nights, and have three (3) further days off.
2. Employees will be provided with two (2), thirty (30) minute unpaid meal breaks, and three (3), fifteen (15) minute paid rest periods per eleven (11) hour shift.
3. Authorized work performed in excess of the employee's normal work schedule of eleven (11) hours, shall be paid at time and one half (1.5) as per Article 19.05.
4. To average the hours worked in a six (6) week cycle to thirty-five (35) hours per week, the University will schedule two (2) eleven (11) hour shifts off per employee for each six (6) week cycle worked. These will be known as rotation days.
5. The following articles will be converted to an hourly equivalent based on seven (7) hours per day:
 

Article 13 – Leave of Absence, with an exception of Bereavement Leave, which will be three (3) shifts.

Article 14 – Paid Holidays

Article 15 – Vacations

Article 16 – Sick Leave; Medical certificates will be required after thirty-five (35) hours of absence.

Article 19 – Hours of Work – Overtime will be paid after eleven (11) hours.

The intent is to ensure that no additional costs or time off are generated in these or any other Articles/Clauses of the Collective Agreement as a result of the implementation of eleven (11) hour shifts.
6. For clarification of paid holidays, it is understood that an employee who does not work on a paid holiday will receive seven (7) hours straight time holiday pay. If such holiday falls on the employees "regular day off", the employee will also receive seven (7) hours off at another mutually

agreeable time. An employee who works on a paid holiday will receive two (2) times the employee's normal hourly rate of pay for all hours worked plus an additional seven (7) hours straight time holiday pay.

SCHEDULE "C"

## 11 Hour Shifts – AHT's in Large Animal Wards and Small Animal ICU

The current shift scheduling arrangement of twelve (12), eleven (11) hours shifts and one (1), eight (8) hour shift per four (4) week cycle will be continued subject to the following provisions:

1. Employees will be provided with one (1) sixty (60) minute unpaid meal break, or with the mutual consent of the employee and supervisor, with no less than two (2) thirty (30) minute unpaid meal breaks. Employees will be provided with three (3) fifteen (15) minute paid rest periods per eleven (11) hour shift.
2. Authorized work performed in excess of the employee's normal work schedule (11 hours or 8 hours as the case may be) shall be paid at time and one-half (1.5) as per Article 19.05.
3. The following articles will be converted to an hourly equivalent based on seven (7) hours per day:

Article 13 – Leave of Absence, with the exception of Bereavement Leave, which will be three (3) shifts.

Article 14 – Paid Holidays

Article 15 – Vacations

Article 16 – Sick Leave; medical certificates will be required after thirty-five (35) hours of absence.

Article 19 – Hours of Work – overtime will be paid after eleven (11) hours or eight (8) hours as the case may be.

The intent is to ensure that no additional costs or time off are generated in these or any other Articles/Clauses of the Collective Agreement as a result of the implementation of eleven (11) hour shifts.

4. For clarification of paid holidays, it is understood that an employee who does not work on a paid holiday will receive seven (7) hours straight time holiday pay. If such holiday falls on the employees "regular day off", the employee will also receive seven (7) hours off at another mutually agreeable time. An employee who works on a paid holiday will receive two (2) times the employee's normal hourly rate of pay for all hours worked plus an additional seven (7) hours straight time holiday pay.

MEMORANDA OF UNDERSTANDING

- 1 – Staff Development
- 2 – Athletic Fee Subsidy
- 3 – Scholarship Plan
- 4 – Parking
- 5 – Job Evaluation
- 6 – Early Retirement
- 7 – Protocol on Essential Animal Care
- 8 – Self-Funded Leave
- 9 – Union Leave
- 10 – Leave of Benefits
- 11 – Team Leader

LETTERS OF UNDERSTANDING

- 1 – Joint Return to Work Committee
- 2 – Fitness Program Development
- 3 – Pension
- 4 – Printing & Distribution of New Agreement
- 5 – Joint Job Evaluation Process
- 6 – Information Technology Positions
- 7 – Replacement Members – Union Executive

LETTERS OF AGREEMENT

1 – Sick Leave

2 – Joint Job Evaluation

MEMORANDUM OF AGREEMENT

1 – OMAFRA



MEMORANDUM OF UNDERSTANDING 1 – Staff Development

Further to the Collective Agreement between the University of Guelph and the United Steelworkers and in the interests of staff development, an employee may, in the absence of the regular incumbent or when a temporary position is open, request the opportunity to assume duties other than those s/he normally performs. The department concerned will attempt to accommodate such requests where operationally practical and in the interests of the operational requirements of the department. This memorandum will apply to initial and not consequential openings. It is further understood that concerns arising from these requests will not be the subject of a grievance.

SIGNED this                      day of    , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

MEMORANDUM OF UNDERSTANDING 2 – Athletic Fee Subsidy

Further to the collective agreement between the University of Guelph and USW Local 4120, the University will continue to allocate a sum to subsidize USW members' payment of annual fees for the use of the athletics facilities. The subsidy will reduce the annual fee (not including locker, towel service, course and equipment charges, and Facility Development Fee) to twenty-five percent (25%) of the normal fee. The annual membership will begin as of May 1<sup>st</sup>. All regular full-time members, including those with 8, 9 or 10 month limited term positions, are eligible for this benefit.

SIGNED this                      day of    , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

### MEMORANDUM OF UNDERSTANDING 3 – Scholarship Plan

Further to the Collective Agreement between the United Steelworks and the University of Guelph, it is agreed that a scholarship plan will be available to dependent children and spouses of: a) regular full-time and 8, 9, or 10 month employees; b) retired or deceased employees; and, c) employees receiving long term disability payments. Tuition fees not exceeding those of the Bachelor of Arts program will be paid by the University for up to eight (8) semesters for undergraduate degree or associate diploma program courses. (Note: “Dependent means child of the employee, less than 26 years of age and dependent for support on such employee. The following will also be considered children of the employee: persons the employee is adopting during the period of probation; stepchildren of the employee; and persons related to the employee by blood or marriage, or for whom the employee is legal guardian. The restriction of 25 years does not apply to a physically or mentally disabled child who is over 25 years of age and who had the condition and was a dependent of the employees before the age of 26. Spouse includes a legal spouse, common-law spouse or same sex-partner).

Dependent children or spouses may be eligible for a scholarship only if they will be enrolled in full-time studies. The definition of “full-time” applied to this plan is that used in administering the Ontario Student Assistance Plan (OSAP); that is, students registered in three (3), four (4) or five (5) courses per semester. Dependent children and spouses must qualify for a scholarship by satisfying the University’s entrance requirements, either by meeting the academic standards of the program in which they are to be enrolled or possessing a minimum overall scholastic average of seventy percent (70%) upon admission, whichever is higher. Students admitted to a program who do not meet the scholarship requirement may become eligible by satisfying the academic continuation requirements of their program plus obtaining a minimum two-semester cumulative average of seventy percent (70%). In-course students will maintain scholarship by satisfying the academic continuation requirements of their program.

Those dependent children who do not meet scholarship requirements may also receive financial assistance. Dependent children or spouses wishing to receive a scholarship for any semester during the academic year of August 1<sup>st</sup> to July 31<sup>st</sup> must apply to the Student Awards Section of the Registrar’s Office by August 1<sup>st</sup> of that year. At the beginning of each semester, after recognition has been confirmed, scholarship cheques will be sent to successful students.

When an employee to whom this plan applies terminates employment, children eligible at the effective date of termination may receive the scholarship for an additional two (2) semesters.

Should the University enter into reciprocal arrangements with other universities having similar plans, children who qualify under the University’s scholarship plan may apply to the Registrars of the reciprocating institution, with notification to the Student Awards section of the University of Guelph.

SIGNED this                    day of                    , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

MEMORANDUM OF UNDERSTANDING 4 – Parking

Further to the Collective Agreement between the University of Guelph and the United Steelworkers, it is agreed that, should the discussions between the University of Guelph and the Faculty Association result in changes to the parking policy in the areas of priority or reserved parking, the University will meet with the United Steelworkers to discuss similar changes for USW members.

SIGNED this                    day of                    , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

MEMORANDUM OF UNDERSTANDING 5 – Job Evaluation

Letter of Understanding

The University agrees that the following amendments will be made to “A Guide to the USW, Local 4120 Salary Program”, (formerly UGSA Salary Plan) document: This document shall form part of the Collective Agreement between the Parties and be enforceable under its terms and conditions.

Section E, Part 1 and 2

Amend composition of the Committee to eight (8) members and eight (8) alternates. Four (4) members and four (4) alternates will be appointed by the Union and four (4) members and four (4) alternates will be appointed by the University. One (1) member representing the Union and one (1) member representing the University shall be designated as the Union co-chair and the University co-chair, respectively.

Add to Section E, Part (1) – as new #4

“The University shall be responsible for initial joint training for all committee members and alternates”, and renumber points 4 through 17 as appropriate.

Add to Section E, Part (8) – add as follows,

“The University’s Job Evaluation Coordination will serve as a resource person and facilitator. The position will be non-voting and will maintain records, schedule meetings, and bring in information as required by the committee....”

Section G, (2)

Amend last paragraph to read, “...it will be dealt with by the committee within sixty (60) working days, subject to committee availability.”

Section E, Part 10 “Consensus”

add as new last sentence.. “In the event that the committee is unable to reach a consensus, the matter will be referred to the Job Evaluation Steering Committee.”

Section E, Part 17 (ii)

Delete existing 3<sup>rd</sup> sentence and replace with the following: “If an employee is not satisfied with the reasons, they may pursue the issue through the provisions of the Grievance procedure as outlined in Article 9 of the Collective Agreement.”

SIGNED this            day of            , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

MEMORANDUM OF UNDERSTANDING 6 – Early Retirement

Further to the Collective Agreement between the United Steelworkers and the University of Guelph and in accordance with section 9.02 “Early Retirement” in each of the pension plans, it is agreed that the early retirement reduction of ¼% for each month that retirement precedes the earliest of:

- (a) normal retirement age; and
- (b) attainment of 85 points (sum of Member’s age and credited service)

shall not apply if a pension plan member (“Member”) has attained age sixty (60) and her/his retirement is requested and approved by the University.

The University shall annually invite Members to apply in writing prior to May 30<sup>th</sup> of each year to the Assistant Vice-President, Human Resources, to retire with an unreduced early retirement pension on a date from September 1<sup>st</sup> of the year to August 31<sup>st</sup> of the following year.

Selection of Members invited to apply for an unreduced early retirement pension shall be based on the period of employment with the University, credited service in the University pension plan(s), and other grounds as the parties may agree from time to time.

Once approved by the University, the early retirement of the applicant may be revoked up until ninety (90) days prior to the retirement date.

SIGNED this                      day of    , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120



MEMORANDUM OF UNDERSTANDING 7 – Protocol on Essential Animal Care

The University of Guelph and the United Steelworkers agree in principle, that the proper care of research animals and animal patients (subject to paragraph 3 in the Terms of Reference of the March 31, 1993 *Report of the Joint Committee on Essential Animal Care*) will be maintained by the members of the United Steelworkers in the event of a strike or lockout in the course of the current Collective Agreement or its continuance, if the United Steelworkers gives its' consent and if the employees are willing and able to do so.

If possible, at least ten (10) working days before the commencement of strike or lockout, the employer will designate and identify a number of positions which it deemed sufficient to provide for continuous proper care of the animals during the strike or lockout. A list of the positions will be delivered to the Union, and the Parties agree to meet with a view of executing a formal agreement with respect to the employees affected.

In the event of a dispute the parties shall name a mediator to assist in resolving the disagreements.

All persons so designated will be paid as per the USW Collective Agreement during the period of designation.

Due regard will be had for previously arranged vacations and other matters and as far as possible the designated duties will be dispersed among all appropriate employees as per the USW collective agreement.

Only essential animal care duties will be assigned by supervisors to these designated employees.

*\* Proper care implies provision of appropriate temperature, humidity, light cycles, ventilation, food, water and cleaning as well as exercise and nursing care where appropriate.*

*\*\* Research animals includes animals utilized in research, teaching and testing.*

*\*\*\*Appropriate number of positions is based on the Joint Committee on Essential Animal Care recommendations (see March 31<sup>st</sup>, 1993 Report of the Joint Committee on Essential Animal Care). This number is dependent upon the numbers of animals in the facility.*

SIGNED this                    day of                    , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

MEMORANDUM OF UNDERSTANDING 8 – Self Funded Leave

The University of Guelph has a self-funded leave plan for regular full-time United Steelworkers members. If you are eligible, the plan gives you an opportunity to fund a leave of absence by deferring a portion of your salary, which will then be paid to you at the time of the leave. In accordance with the Income Tax Act of Canada, you are entitled to defer taxes on the deferred salary until the leave period.

**How It Works**

Under this plan, you may apply for a leave of absence of up to twelve (12) months. To fund this leave, a portion of your annual salary (up to thirty-three and one-half percent (33½)) would be held in an interest bearing account. At the end of a specified period, you would go on leave of absence and be paid the amount set aside in the account.

For example, you may choose to work for three (3) years at seventy-five percent (75%) of your normal salary. The remaining twenty-five percent (25%) would be deposited in an interest-bearing account. In year four (4), you would go on leave and receive the amount set aside in the previous years. (In this case, seventy-five percent (75%) of annual salary).

During the deferral period, you would only pay tax on the amount actually received rather than on the amount earned. In the example above, you would be taxed on seventy-five percent (75%) of salary for four (4) years rather than one hundred percent (100%) for three (3). This could result in less total tax on the same total salary.

The chart below provides some further examples of possible deferral options. Please contact the Compensation and Benefits Department for further details.

Examples of Salary Deferral Options for Annual Salary of \$30,000:

Period of deferral in years	Salary deferral per year	Annual salary payable in deferral period	Annual Salary payable in leave of 1 year
1	33⅓% = \$10,000	66⅔% = \$20,000	33⅓% = \$10,000
2	33⅓% = \$ 10,000	66⅔% = \$20,000	66⅔% = \$20,000
2	25% = \$7,500	75% = \$22,500	50% = \$15,000
3	25% = \$7,500	75% = \$22,500	75% = \$22,500
3	20% = \$6,000	80% = \$24,000	60% = \$18,000
4	20% = \$6,000	80% = \$24,000	80% = \$24,000
4	25% = \$7,500	75% = \$22,500	100% = \$30,000
5	20% = \$6,000	80% = \$24,000	100% = \$30,000
5	15% = \$4,500	85% = \$25,500	75% = \$22,500
6	10% = \$4,500	90% = \$27,000	60% = \$18,000
6	15% = \$4,500	85% = \$25,500	90% = \$27,000

The following describes the terms and conditions of this plan in detail.

## Terms and Conditions

### **Eligibility**

The plan is available to regular full-time Union members (employee classification code B), eighteen (18) months after completing the probationary period.

### **Application**

It is recommended that all the implications of self-funded leave plan be fully understood before you apply. Hence, discuss the plan with someone in the Compensation and Benefits Department before applying.

An application to participate in the plan must be made in writing to your department's supervisor. It will then be forwarded to the appropriate dean, librarian, director or vice-president for review. The self-funded leave will be granted only if, in the opinion of the department supervisor, the job can be adequately filled in your absence. If approved, the application will then be forwarded to the Assistant Vice-President Human Resources for implementation.

If you are promoted or transferred to a different department during the deferral period, your continued participation in the plan is subject to the approval of your new Supervisor.

### **Salary Deferral**

The amount of salary to be deferred in any one (1) year may not exceed thirty-three and one-third percent (33 $\frac{1}{3}$ %) of your annual salary. The deferred salary will be held in a separate account for you in a bank or trust company chosen by the University of Guelph. Interest will be credited to your account monthly. The accumulated interest will be paid and reported to you each year during the deferral period.

The interest on this account is taxable in the calendar year it is earned and the amount must be reported by you and your personal income tax return for that year. The amount of interest earned will be reported to you and to Revenue Canada on a T5 form.

### **Duration of Leave**

The leave must start within six (6) years of the date of the first salary deferral. The leave can be as short as three (3) consecutive months if the purpose of the leave is to permit the full-time attendance at a designated educational institution, otherwise the leave must be a minimum of six (6) consecutive months. The leave can be as long as twelve (12) months.

During the leave, you may not be employed by the University in any capacity even if that employment is casual and unrelated to your normal duties.

### **Payment of the Deferred Salary**

The deferred salary will be paid to you in equal monthly installments. For example, if you have saved forty-percent (40%) of your annual salary and have chosen to take a six (6) month leave, the deferred amount will be paid to you in equal installments over six (6) months; (your normal salary from the University will cease for the duration of your self-funded leave).

### **Return from Leave**

Upon returning from your leave of absence, you have the right to return to the same or equivalent position you held prior to going on leave of absence without loss of salary or seniority. Your vacation and sick leave balance that has accumulated before your leave will be reinstated.

### **Cancellation of Leave**

Employees who join the plan must follow through with their commitment. However, in unforeseen or extenuating circumstances, such as a promotion or transfer to a new job, you may withdraw from the plan up to three (3) months before the date of the scheduled leave. Your department supervisor and the Assistant Vice-President Human Resources must be informed in writing of your intention to withdraw from the plan. On leaving the plan you will receive the amount of salary accumulated (less tax) plus any interest not already paid. Withdrawal from the plan will not prevent you from reapplying at a later date.

Should you die while participating in the plan, any balance in your account at the time of death will be paid to your estate.

### Benefit Coverage

#### **During the Salary Deferral Period**

- You will continue to contribute to the Pension Plan based on your full one hundred percent (100%) salary.
- Income Tax and both employee and employer Canada Pension Plan contribution will be based on your reduced salary.
- Employment Insurance contributions will be based on your full one hundred percent (100%) salary.
- Life Insurance and Long Term Disability premiums and benefits will be based on your full one hundred percent (100%) salary and normal cost-sharing arrangements will apply.
- Major Medical and Dental Insurance premiums will be deducted, and the normal cost-sharing arrangements will apply.
- Vacation credits, sick leave and seniority will accumulate as if you are receiving one hundred percent (100%) of salary.

**During the Leave Period**

- You will continue to contribute to the Pension Plan on your full one hundred percent (100%) salary.
- Income Tax and Canada Pension Plan contributions will be deducted from the deferred salary payments.
- Employment Insurance premiums will not be deducted from the deferred salary payment as the leave period is not a period of employment for purposes of Employment Insurance (Unemployment, Sickness, Adoption, Maternity and Paternal Leave). The period of leave may hinder your eligibility for Employment Insurance Benefits. Please contact the Compensation and Benefits Department for further details.
- Life Insurance and Long Term Disability premiums and benefits will be based on your full one hundred percent (100%) salary. Normal cost-sharing arrangements will apply.

If you become disabled during the leave period your sick leave payments and long term disability elimination period will commence upon the scheduled completion of your leave, assuming you are disabled at that time.

- Major Medical and Dental Insurance premiums will continue, and the normal cost-sharing arrangements will apply.
- You will remain eligible for normal salary increases based on the level of performance while in full-time employment.
- Vacation will not accumulate and cannot be used after the first month of leave.
- Sick Leave will not accumulate after the first month of leave and cannot be used during any period of the leave.
- You will continue to receive credit for length of service.
- Seniority shall accrue during the period of leave.

**Other Matters**

The University intends to maintain this plan in force indefinitely, but retains the right to amend or discontinue this plan in whole or in part at any time. However, no amendments to this plan initiated by the University will reduce the benefits accruing to you if you are enrolled in this plan at the time of the amendment.

SIGNED this                    day of                    , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

MEMORANDUM OF UNDERSTANDING 9 – Union Leave

Further to the Collective Agreement between the United Steelworkers and the University of Guelph and in accordance with Article 8.11 the Union will be provided with one hundred and twenty five (125) unpaid days of leave per contract year. It is agreed that during the life of this agreement, the Union may utilize more than the yearly allocation in any one (1) contract year, as long as the total of three hundred and seventy five (375) days is not exceeded over the life of this Collective Agreement.

SIGNED this                      day of                                      , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120



MEMORANDUM OF UNDERSTANDING 10 – Leave of Benefits

Further to the Collective Agreement between the United Steelworkers and the University of Guelph, and in accordance with Article 23.01 it is agreed that the level of entitlements for the benefits indicated in Article 23.01 will be maintained at no less than the current levels during the life of this Collective Agreement.

SIGNED this                      day of    , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

MEMORANDUM OF UNDERSTANDING 11 – Team Leaders

The University of Guelph and the United Steelworkers, Local 4120, agree that, on occasion, the University needs “team leaders”. The parties agree that the following terms and conditions apply:

- (i) vacancies for team leader positions shall be posted under article 18 and/or filled consistent with article 17 and/or memorandum of understanding #1;
- (ii) on appointment the Team Leader shall receive a team leader premium of 5% above the normal hourly rate the employee is currently earning, if the team leader is within the same salary band as the group of employees to which the functional guidance is being provided. In those situations where the team leader position is evaluated to be in a higher salary band than the group of employees to which they provide functional guidance, then no additional team leader rate will be provided.
- (iii) the provision of team leader premium under clause (ii) is without prejudice to any party’s right to refer the team leader position to the joint and equal job evaluation committee to determine if it should be reclassified, in which situation sub paragraph (ii) applies.

SIGNED this            day of            , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

LETTER OF UNDERSTANDING 1 – Joint Return to Work Committee

The Parties acknowledge the shared benefits to the University, the Union, and to employees of an early and safe return to work of an employee who has been absent due to WSIB Lost Time, short-term sick leave or long-term disability. A return to productive pre-injury work is the ultimate goal but it may not be possible right away. Modified or restricted work activities through a return to work program can be the key to a progressive and safe return to work.

As such the Parties are committed to the following:

- (a) A copy of the Employers' Report of Injury or Disease (Form 7) will be forwarded to the USW Local 4120 campus office within five (5) working days of submission to the Workplace Safety Insurance Board;
- (b) The University will notify the Union within five (5) working days of any bargaining unit member who has been issued with a LTD application kit;
- (c) To assist employees in the early and safe return to work, the Parties will utilize, when required, a Joint Return to Work Committee.
- (d) On a monthly basis, Occupational Health (OH) will provide the union with a summary of those bargaining unit employees off work due to sickness or injury and who are actively working with OH on a return to work plan currently or for the future, and their return to work status.

Terms of Reference

- (a) Objective: To assist, employees to make a safe and timely return (perhaps with bona fide medical requests for accommodation) to meaningful employment after an absence from work due to WSIB Lost Time; short-term sick-leave; long term disability.
- (b) Committee membership will be comprised as follows:
  - (1) Up to three (3) members from the Union (designated by the Local);
  - (2) Up to three (3) members from the management group (designated by the University). One (1) of which will be the Occupational Health and Wellness Administrator;
  - (3) Each party will be responsible for establishing their co-chairs.
- (c) The committee will meet within five (5) days of a request by either co-chair.
- (d) In order to meet its objective, the Committee will utilize the applicable and appropriate legislation and correspondence and other relevant

information as related to the specific case including the employee's Doctor's recommendation and assessment, functional abilities information obtained through the WSIB functional abilities form, and/or other sources; advice as provided by the Occupational Health Services, and the applicable provisions of the Collective Agreement.

- (e) The Committee will work to resolve case-specific return-to-work issues. Either Party to the Committee may request the assistance of the employees' Supervisor and other resources (both internal and external) to assist them.
- (f) Orientation and ongoing training (as identified by the Committee) will be provided through Occupational Health Services or other agreed upon resources.
- (g) All matters, information and Committee discussion, will be held in a confidential manner.
- (h) The Committee by mutual agreement will have the authority to develop guidelines or directions with respect to the specific return to work situation. These guidelines or directions may include, but are not limited to, clarification of the roles and responsibilities of the Committee, the employee, and the supervisor in affecting a successful return to work situation.
- (i) It is understood that meetings of the Joint Return to Work Committee will be held during regular University working hours at no loss of pay to committee members.
- (j) In assessing the employee's return to work situation, every effort will be taken to return the employee to her/his pre-injury position (with the appropriate accommodations, if required). Only if the pre-injury position is not available or if the pre-injury position has been deemed as not suitable (based on the employee's Doctor's recommendation and assessment, and confirmed by the University's Occupational Health Physician's assessment, and other relevant information) will the employee be returned to suitable and appropriate work in an alternate position.
- (k) The Parties further agree that should a disagreement arise as to whether a position is suitable for the returning employee the Committee will utilize the WSIB Return to Work mediation process or the grievance procedure outlined in the Collective Agreement where such illness or injury is not work related.

SIGNED this                    day of                    , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

LETTER OF UNDERSTANDING 2 – Fitness Program Development

The University agrees on a one-time only basis during the life of this Collective Agreement, to reimburse USW Local 4120 members at seventy-five percent (75%) of the cost of enrolment and participation in one of the offerings available under Nutrition Services, Fitness Services or Fitness Testing Services at the University of Guelph Health and Performance Centre or enrolment in the “Weight Watchers” 10 week or 14 week or 20 week “At Work Program” (one program only).

SIGNED this            day of            , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

LETTER OF UNDERSTANDING 3 – Pension**Pension**

Further to the Collective Agreement between the United Steelworkers and the University of Guelph the parties agree to amend the formula for calculating pension benefits for active bargaining unit members enrolled in the Retirement Plan and the Non-Professional Plan, effective May 1, 2007, as follows:

Retirement Plan:

Your years of pension credited service  
 X  
 (1.6% x your best average earnings up to the average YMPE)  
 +  
 (2.0% x your best average earnings in excess of the average YMPE, if any)

Non-Professional Plan:

Your years of pension credited service  
 X  
 (1.367% x your best average earnings up to the average YMPE)  
 +  
 (1.667% x your best average earnings in excess of the average YMPE, if any)

The cost of this improvement shall be shared equally between the University and the active bargaining unit members enrolled in the Retirement Plan and Non-Professional Plan. The employee contribution levels will be increased accordingly to fund one-half of the cost of this improvement. Prior to implementation of this improvement, the actual amount of the cost-sharing, and the method by which active bargaining unit members enrolled in the Retirement Plan and the Non-Professional Plan will provide his/her contribution, must be agreed to by the parties. Members of the Non-Professional Plan shall pay an equivalent amount equal to the amount agreed to for the Retirement Plan members.

SIGNED this                      day of    , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

LETTER OF UNDERSTANDING 4 – Printing and Distribution of this Agreement

Printing and distribution of this Agreement will be the University's responsibility. The University will supply a copy of this Agreement to all employees covered by this Agreement within sixty (60) days of ratification, the University will also supply the Union with two hundred and fifty (250) copies of the Agreement.

The University shall provide the Union with two electronic versions of this agreement in English within 60 days of ratification, in both Word and PDF formats. The PDF file will be a searchable file and will include a completed signature page.

SIGNED this            day of            , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120



LETTER OF UNDERSTANDING 5 – Joint Job Evaluation Process

- 1 The parties agree to review the process and methodology used by the parties in job evaluation to maintain pay equity as well as internal relativity of jobs within the bargaining unit (joint and equal job evaluation process).
- 2 The review will be carried out by the Joint Job Evaluation Steering Committee (formerly the UGSA Job Evaluation Steering Committee and hereinafter referred to as “the Steering Committee”, established for the purposes of monitoring and reviewing job evaluation and ensuring the integrity of the process and will be comprised as follows: three (3) representatives of USW Local 4120 and three (3) representatives of the University. Each party may also designate an advisor who will have voice but no vote in decisions of the Steering Committee.
- 3 Parameters for review: The parties agree that the objective of the Job Evaluation system is to ensure timely, accurate and consistent ratings, and that the process must be open and transparent to those who use the system. The parties agree that the review should address the concerns of both parties while maintaining compliance with statutory requirements under the Pay Equity Act.
- 4 Time lines for review: The parties will attempt to complete this review within 6 months of ratification of the new collective agreement. By mutual agreement the parties may extend this time line.
- 5 The current Job Evaluation Committee will continue to operate during the period of this review.

SIGNED this                      day of    , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

LETTER OF UNDERSTANDING 6 – Information Technology Positions

Further to discussions during collective bargaining for a renewal agreement covering the period May 1, 2005 to April 30, 2008, and the resulting agreements to amend 3.01, the parties acknowledge that information technology positions currently exist under the USW agreement and the Professional Staff Association (PSA) agreement.

It is agreed that the amendments to 3.01 will not impact the employee group status of any current positions. Specifically neither party will attempt to make a case that any existing information technology position should be represented by the other employee group.

The employee group status of any future newly created information technology position will be determined at the time without reliance on the current status. Should there be a disagreement with respect to employee group status, the parties will rely on 3.02 if the collective agreement to address the issue.

SIGNED this                      day of    , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120



LETTER OF AGREEMENT 1 – Sick Leave

1. From time to time an employee may be diagnosed with a specific chronic medical illness or disease that results in the employee being unable to work a full work week on an ongoing basis. (For example: may be medically required due to the specific condition to be absent one day per week on a weekly basis).
2. The employee shall provide medical evidence from her/his attending physician to Occupational Health confirming that they have a chronic medical illness or disease that prevents her/him from working a full work week on a continuing basis.
3. Where the medical evidence does not support a long term disability claim to cover the employee for the days that she/he cannot work due to her/his chronic illness/disease, the employee shall have 60 paid sick days renewable annually (January 1) to cover those absent days.
4. The employee shall be required to provide medical updates on an annual basis with respect to her/his specific condition and ongoing requirements for accommodation, or when there is a change in condition.

SIGNED this            day of                            , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

LETTER OF AGREEMENT 2 – Joint Job Evaluation

The Parties agree to utilize the Joint Job Evaluation Steering Committee to review the current Job Evaluation questionnaire, Guide, and Point-Factor Rating System and to make mutually agreeable changes in support of the current Job Evaluation System. The Parties may retain job evaluation experts of their choice and at their individual expense to assist in reviewing and revising the items noted above.

For clarity the Parties will continue to use the current system until such time that any agreed revisions are finalized for implementation.

This process will commence within 90 days of ratification and shall be concluded prior to April 30, 2011.

SIGNED this            day of            , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120

MEMORANDUM OF AGREEMENT 1 – OMAFRA Enhanced Partnership (revised  
November 2005)

Further to the Collective Agreement between the University of Guelph and USW Local 4120 the following is agreed to with continuing seniority issues.

The Parties agree that the Collective Agreement is hereby amended to give effect to this agreement wherever necessary.

The duration of this agreement except where stipulated otherwise shall be the same as for the Collective Agreement.

For the purposes of identification this agreement will refer to the former OMAFRA employees as belonging to the Enhanced Partnership Tiered Seniority group (hereinafter called "EPTS").

1. It is agreed that the following continuing seniority provisions will apply with regard to EPTS employees who were offered employment commencement with the University on or about April 1<sup>st</sup>, 1997.
  - a) Subject to c) and d) below, the following shall apply:
 

EPTS employees who commenced employment with the University on or about April 1<sup>st</sup>, 1997, have no seniority as at commencement, and shall earn USW bargaining unit seniority as would any new employee within the bargaining unit. For example, an EPTS employee with five (5) years of seniority with OMAFRA on March 31<sup>st</sup>, 1997, commencing employment on April 1<sup>st</sup>, 1997, would possess eight (8) months of USW bargaining unit seniority on November 30<sup>th</sup>, 1997.
  - b) Subject to c) and d) below, as EPTS employees will accrue USW bargaining unit seniority as would any new employee within the bargaining unit, any application of the layoff and bumping procedures (Article 12 and 25) will be based upon accrued USW seniority only.
  - c) For the purposes of layoff/bumping and the application of seniority (i.e. Article 12 and 25), EPTS employees will have combined seniority (i.e. OMAFRA seniority plus accrued USW seniority) within their own EPTS group. For example, an EPTS employee whose position is made redundant or is to be laid off will be granted her/his OMAFRA seniority for the purposes of redeployment and exercising her/his bumping rights with other EPTS employees.
  - f) An EPTS employee who commences employment with the University on April 1<sup>st</sup>, 1997, will use her/his accrued USW seniority for the purpose of vacation scheduling (i.e. Article 15.07) except where scheduling is among

other EPTS employees. For example, s/he may exercise their OMAFRA seniority between other EPTS employees for scheduling of vacation.

- g) An EPTS employee who commences employment with the University on or about April 1<sup>st</sup>, 1997, for the purposes of Articles 13, 14, 15, 16 and 28, service with OMAFRA will be counted as service within the USW. Service for all other purposes including Articles 25.06 and 25.08 shall be calculated from commencement of employment with the University.
- 2. It is agreed that upon retirement from the University of Guelph, EPTS employees who have ten (10) or more years of continuous service with the Government of Ontario and of which some part of the ten (10) or more years includes membership with the Public Service Pension Plan and/or the OPSEU Pension Plan, they are not eligible for post-retirement group benefits from the University of Guelph. These employees will be entitled to coverage for insured benefits through the Government of Ontario in accordance with Order in Council 162/91.
- 3. The Parties agree that any disputes about the proper application of this Memorandum of Agreement shall be resolved by mutual agreement, or in the absence of such agreement, by resort to the Grievance and Arbitration Procedures provided within the Collective Agreement.

SIGNED this                      day of    , 2009, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On Behalf of the  
United Steelworkers Local 4120