

Wages:
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SOURCE	University		
EFF.	90	12	28
TERM.	92	04	30
No. OF EMPLOYEES	365		
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Collective Agreement

Between

THE CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 1334
and THE UNIVERSITY OF GUELPH

Expiry Date

30 April 1992

**UNIVERSITY
of GUELPH**

MAY - 3 1991

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2. The second part is a list of dates.

3. The third part is a list of locations.

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COLLECTIVE AGREEMENT
BETWEEN
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1334
AND
THE UNIVERSITY OF GUELPH

EXPIRY DATE
April 30, 1992

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AGREEMENT BETWEEN

THE UNIVERSITY OF GUELPH
(hereinafter called the "University")
OF THE FIRST PART

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1334
(hereinafter called the "Union")
OF THE SECOND PART

Now, therefore, the parties are agreed as follows:

ARTICLE I - DEFINITIONS

- | | | |
|------|--|------------|
| 1.01 | "Employee" means an employee of the University included in the bargaining unit defined in paragraph 3.01. | Definition |
| 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 Personnel Department unless otherwise defined. | |

- 1.04 "Vacation year" means the period from January 1st to December 31st inclusive.
- 1.05 "Paid status" means drawing salary for time worked, for paid sick leave, for paid holidays, for vacation leave, and for periods of Workers' Compensation.
- 1.06 "Seniority" is defined as length of service with the bargaining unit and is bargaining unit wide.
- 1.07 "Emergency" is defined as a sudden and unexpected turn of events calling for action.

ARTICLE II - PURPOSE

- 2.01 (a) The purpose of this Agreement is to govern and maintain collective bargaining relations between the University and its employees, to provide methods and procedures for the prompt and equitable disposition of complaints and grievances and to establish salary levels, hours of work and working conditions generally for employees. Purpo
- (b) The memoranda of understanding printed with the collective agreement are attached to and form part of this collective agreement.

ARTICLE III • RECOGNITION

- 3.01 The University recognizes the Union as the sole and Exclusions
 exclusive bargaining agent for all trades, services and
maintenance employees of the University of Guelph,
 employed or normally performing a major part of their work
 at its campus at Guelph, save and except supervisors,
 forepersons, assistant forepersons, persons above the rank
 of supervisor, foreperson or assistant foreperson, Chief
 Fire Prevention Officer, Deputy Chief Fire Prevention
 Officer, persons engaged in agricultural work, persons
 covered by Collective Agreement between the University and
 the University of Guelph Food Service Employees
 Association, the University of Guelph Police Association,
 persons covered by the Board's certificate dated June 28th,
 1974, issued to the University of Guelph Staff Association,
 persons regularly employed for not more than sixteen (16)
 hours per week and students.
- 3.02 Should any new positions be established within the New
 University which the union claims to fall within the Positions
 bargaining unit defined in paragraph 3.01 hereof, the in Unit
 question as to its inclusion in 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.

3.03 Supervisory personnel shall not perform work done by bargaining unit personnel except for purposes of instruction, or when qualified regular employees are not readily available, or in the performance of required work when difficulties are encountered on the job, or in areas of inspection or quality control, or provided that the performance of such work by supervisory personnel does not reduce the normal hours of work of any employees.

Supervisor
Duties

ARTICLE IV - MANAGEMENT FUNCTIONS

4.01 The Union acknowledges that it is the function of the University to exercise the regular and customary function of management and to direct the working forces subject to the terms of this Agreement, and to:

Managemt
Functions

- (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 rules and regulations not inconsistent with the provisions of this Agreement,

governing the conduct of the employees; and

(d) generally manage the University and without restricting the generality of the foregoing, 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 matters concerning the operation of the University not otherwise specifically dealt with elsewhere in this Agreement which may become the subject of discussion between the Union and the University in accord with paragraph 5.02 of this Agreement.

4.02 The University agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE V - RELATIONSHIP

5.01 The parties to this Agreement agree that there shall be no discrimination, intimidation, restraint or coercion exercised in any respect against any employee such as that of age, race, creed, colour, national origin, religious belief, political affiliation or activity, sex, marital status or sexual orientation, nor by reason of membership, non-membership or activity in the Union. It is understood that the age of retirement is in accord with the University

No
Discriminatic

Pension Plan.

5.02 The parties to this Agreement acknowledge the mutual benefits derived from joint consultation and are prepared to enter into discussions concerning any contemplated changes in conditions of employment or working conditions not governed by this Agreement. Therefore, in accord with the principles as herein above established, the parties agree as follows:

Union/
**Management
Meetings**

- (a) Meetings between the Union and the University may be held as required at times as mutually agreed but no more than once monthly. The party requesting the meeting shall make the request in writing at the same time advising the other party of the matters it wishes to discuss, and
- (b) Upon notification, a meeting shall be convened within ten (10) days.
- (c) Either party may be represented by up to six (6) employees, or more if mutually agreed.

5.03 The University acknowledges that employees who have completed their probationary periods have the right to review their Personnel files not more than once yearly. In order to do so, employees are to submit their requests in writing to the Employee Relations section of the Personnel Department. An appointment to review the Personnel file will be arranged within five (5) working

days of the receipt of the request or within practical limitations. It is further understood that any employee will be free to submit written, relevant explanations for inclusion in his or her Personnel file.

ARTICLE VI - SECURITY OF THE BARGAINING UNIT AND

DEDUCTION OF DUES

- 6.01 The University shall deduct from the wages of all Dues employees who have completed thirty (30) days of employment a sum equal to the regular dues as properly notified from time to time in writing by the Secretary-Treasurer of the Union Local to the University. This deduction shall be made from the first pay of every calendar month. Except as provided herein, dues so deducted shall be forwarded prior to the end of the month in which they are deducted to the Secretary-Treasurer of the Union Local, accompanied by a list of names and classifications of employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the University to the national headquarters of the Canadian Union of Public Employees.
- 6.02 The sums deducted and forwarded to the Union in accordance with this Article shall be accepted by the Union as the regular monthly dues of those employees who are or thus become members of the Union.

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6.03 The University shall indicate on the Income Tax (T4) slips the amount of Union dues paid during the preceding year by each member covered by this Collective Agreement. An official parking receipt will be provided for each employee upon request.

ARTICLE VII - NO STRIKE. NO LOCKOUT

7.01 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 or 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 VIII - COMPLAINT PROCEDURE

8.01 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 any employee has no grievance until the employee has first given the appropriate immediate supervisor concerned, with or without a Union Steward of the employee's choice, an opportunity to adjust the complaint. If an employee has a complaint, it shall be discussed with the appropriate immediate supervisor within five (5) days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The appropriate immediate supervisor shall be allowed five (5) days to seek information and advice and to communicate the answer to the complainant. Failing settlement, it may then be taken up as a grievance within five (5) days following advice of the supervisor's decision.

Complaint
Procedure

ARTICLE IX - GRIEVANCE PROCEDURE

9.00 For the purposes mentioned in this article, the Chief Steward or the Deputy Chief Steward may perform the functions of the Chief Steward.

9.01 Step 1

The alleged grievance shall be presented to the appropriate immediate supervisor in writing on a form provided by the Union and acceptable to the University.

Step 1

Such form shall include:

- (a) the nature of the grievance,
- (b) the remedy sought, and,
- (c) the paragraph or paragraphs of this Agreement alleged to have been violated.

The employee shall be assisted in the presentation of the grievance by the Union Steward of the employee's choice.

Failing a settlement, the supervisor shall deliver the decision in writing to the employee and the Union within five (5) days following the presentation of the grievance.

9.02 Stew 2

If not settled at Step 1, the written grievance may be submitted by the grievor to the Department Head or a nominee within five (5) days of the decision in Step 1. The Department Head or a nominee shall meet with the Chief Steward and/or the grievor's steward, or with the Grievance Committee (as established in Article 20.02) within five (5) days following the presentation of the grievance. The Department Head shall deliver the decision in writing to the Chief Steward and the grievor within five (5) days following the presentation of the grievance.

Step 2

9.03 Stew 3

If not then settled at Step 2, the written grievance may be submitted by the grievor and the Chief Steward to the Director of Personnel or designate within five (5) days after the decision in Step 2. The Director of Personnel,

Step 3

or designate, shall meet with the grievance committee, hereinafter constituted within fifteen (15) days following the presentation of the grievance. There may be present a representative of the Union if requested by either party and such others as the Director of Personnel, or designate, considers necessary. The Director of Personnel, or designate, shall render a decision in writing to the chairperson of the Union Grievance Committee and the grievor within five (5) days following the above meeting.

9.04 Step 4

If the Union Grievance Committee is not satisfied with the decision at Step 3, it may, within fifteen (15) days of such decision, demand in writing that the matter be taken to arbitration in accordance with the procedure set out hereunder.

9.05 The time limits mentioned in both the grievance and complaint procedure may be extended by agreement between the Union and the appropriate University official and must be confirmed in writing. Where no such agreement has been made or where an agreed extension has expired:

Time
Limits

- (a) the Union Grievance Committee may proceed to the next step of the procedure if the appropriate University official exceeds the time allowed to act,
- (b) the University may consider the grievance abandoned if the Union exceeds the time allowed to act.

9.06 Policy and Group Grievances

A complaint or grievance arising directly between the University and the Union with respect to either:

- | | | |
|-----|--|------------------------|
| (a) | a matter of policy, interpretation or general application of the Collective Agreement arising from a decision of the central University administration, or | Policy
Grievance |
| (b) | a decision or action of the University administration or departmental management that affects three (3) or more employees, or | Group
Grievance |
| (c) | an action of the Union's considered prejudicial by or to the University may be lodged by the grieving party at Step 3 by convening or demanding the convening of a meeting as outlined at Step 3 within forty-five (45) days of the occurrence complained of. If a mutually agreeable solution cannot be reached at such meeting, then the grieving party may demand the matter be taken to arbitration by notice in writing to the other within fifteen (15) days following such meeting. Should the grieving party exceed the above time limit, the grievance shall be considered to have been abandoned. Grievances permitted by this clause shall be lodged by the University with the Union Local President and by the Union with the Director of Personnel or designate. It is expressly understood that this procedure may | Universit
Grievance |

not be used with respect to a situation primarily affecting any employee which such employee could raise as an individual grievance thereby by-passing the regular grievance procedure. It is further understood that the provision for the extension of time limits by agreement shall apply to this Article.

- 9.07 Nothing herein shall be deemed to preclude an employee from discussing problems, personal or job related, with line supervision or members of the Personnel Department as appropriate. Any discussions between a representative of the University and the grievor(s) directly related to an outstanding grievance as defined in this article must be with Union representation. Notwithstanding the provisions of this clause, it is understood that employee job reclassifications will be discussed with the Union.
- 9.08 The University or any of its representatives shall not make any arrangements with an employee which are inconsistent with the provisions of this Collective Agreement.

**Employee/
Supervisor
Discussions**

**Agreement
Governs**

ARTICLE X • SPECIAL PROVISION RE: DISCHARGE AND SUSPENSION

- 10.01 The discharge of an employee prior to completion of the probationary period shall not be the subject of a grievance.

Discharge

- 10.02 The termination of employment of an employee at the end of a predetermined period or on completion of a specific project for which the employee was hired shall not be the subject of a grievance. Where a person is hired for such a predetermined period or for such a specific project, the employee and the Union shall be so informed in writing as to the date of hire and the termination date. The provisions of this paragraph shall not be applied to established positions except in the case of the temporary absence of the regular incumbent. Temporary Employees
- 10.03 Where an employee is discharged after the completion of the probationary period and other than in accordance with paragraph 10.02 hereof, the employee and the Union shall be informed in writing of the discharge and the reason therefore. For purposes of arbitration procedure the burden of proof of just cause shall rest with the University. Discharge Grievance
- 10.04 An employee who has completed a probationary period and to whom paragraph 10.02 does not apply may initiate a grievance at Step 3 of the Grievance Procedure alleging unjust suspension/discharge. Such grievance shall be filed within five (5) days after either the suspension/discharge has been effected or the notice of suspension/discharge has been given.
- 10.05 Such a grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the University's action in dismissing 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.
- 10.06 (a) Where an employee is suspended after the completion of the probationary period, the employee and the Union shall be informed in writing of such suspension. Union
Notificatio
- (b) The Union shall be provided with a copy of all written reprimands given to bargaining unit employees within three (3) days of the employee's receipt of such reprimand.
- 10.07 The record of an employee shall not be used against the employee at any time after twenty-four (24) months following disciplinary action, including letters of reprimand provided the employee has been sent copies of such letters and provided the employee has kept his or her record clear during such period. Limit of
Records

ARTICLE XI - ARBITRATION PROCEDURE

- 11.01 When either party demands that a grievance be taken to Arbitration

arbitration under the provisions of Article IX or Article X, such demand shall include notice to the other party of the appointment of an arbitrator.

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| 11.02 | Within ten (10) days thereafter, the other party shall nominate an arbitrator, provided however that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two arbitrators so nominated shall attempt to select, by agreement, a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of five (5) days, either may then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairperson. | Appointm |
| 11.03 | No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. | Exclusions |
| 11.04 | No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure. | Limitation |
| 11.05 | The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify, add to or amend any part of this Agreement. | Decisions |
| 11.06 | The proceedings of the Arbitration Board will be expedited | |

by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.

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|-------|--|--------------------------------------|
| 11.07 | Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expenses, if any, of the Chairperson of the Arbitration Board. | Expense |
| 11.08 | <p>The party demanding arbitration shall be responsible for informing any third party likely to be adversely affected:</p> <p>(a) of the time and place of the sitting of the Board of Arbitration,</p> <p>(b) of the matter to be placed before the Board, and</p> <p>(c) of the right of that third party to be present and represented.</p> | Responsibility of the Parties |
| 11.09 | The provisions of Article 11.02 herein may be waived should the parties agree to the appointment of a single arbitrator as provided in the Labour Relations Act. | Single Arbitrator |

ARTICLE XII - 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. | Purpose |
| 12.02 | A new employee shall be on probation until completion of three (3) months continuous employment. | Probation |
| 12.03 | All new employees who have completed the probationary | Probation |

period shall have seniority as from their last date of hiring.

- 12.04** The University agrees to maintain up-to-date seniority information and provide to the Union up-to-date seniority lists every four **(4)** months. Union officials may have access to up-to-date seniority information on an "as required" basis. **Seniority List**
- 12.05** The University acknowledges the desirability of promotion and career progression within the bargaining unit. Therefore in all cases of promotion, demotion or reclassification within the bargaining unit, consideration shall be given to skill, efficiency and job ability. Where, in the opinion of the University which shall not be exercised in an arbitrary or discriminatory manner, these factors are relatively equal, seniority shall govern. Therefore only after applicants with seniority and qualifications will others be considered. **Exercise of Seniority**
- 12.06** In all cases of lay-off or recall from lay-off, seniority shall govern. Therefore, in the event of lay-off an employee may bump another employee with the least seniority in any classification and in the case of recall the last employee laid off shall be the first recalled; provided that in lay-off and recall from lay-off, in the opinion of the University, which shall not be exercised in an arbitrary or discriminatory manner, the employee is qualified and able to do the work in question. **Lay-off**

- 12.07 (a) Temporary full-time and part-time employees shall be laid off before the lay-off of a regular full-time employee in accordance with the procedures set out in Article 12.06. Notice of Lay-off
- (b) The University will give employees who have completed their probationary period notice of lay-off according to the following scale:
- . up to 4 years seniority -- 4 working weeks,
 - . 4 years but less than 6 years seniority -- 8 working weeks,
 - . 6 years but less than 8 years seniority -- 12 working weeks,
 - . 8 years but less than 10 years seniority -- 16 working weeks,
 - . 10 years but less than 15 years seniority -- 20 working weeks,
 - . 15 years or more of seniority -- 24 working weeks.
- 12.08 The University will supply in writing to the Union advice of each regular employee laid off from work and recalled to work following a period of lay-off of unspecified duration. Union Notice
- 12.09 An employee shall terminate his or her employment if the employee: Termination of Employment
- (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 without permission and without a

reasonable explanation for failing to seek such permission for five (5) consecutive working days;

- (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) working days after being recalled from lay-off by notice sent by registered mail with a copy to the Union, unless such period is extended for reasons satisfactory to the University;
- (f) is absent due to lay-off which absence continues for more than twenty-one (21) months;
- (g) is absent due to disability which absence continues for more than twenty-four (24) months except that employees may continue to participate in the benefits program for as long as they continue to qualify for **benefits** for the Long Term Salary **Continuation Plan**. In Workers' Compensation Board cases the absence may continue for the period of compensation.

12.10 It shall be the duty of the employee to notify the University promptly of any change in address. If an employee fails to do this, the University shall not be responsible for failure of a notice sent by registered

Address
Change

mail to reach such employee.

- 12.11** No employee shall be transferred to a position outside the bargaining unit without his or her consent. An employee who previously held a job which was, or would have been, within the bargaining unit may, within a period of one (1) year, apply the full length of his or her accrued seniority upon the date of leaving the bargaining unit to any vacancy which the employee is capable of filling. Such return shall not result in the lay-off or bumping of any employee who has accrued seniority.

**Retention
of
Seniority**

- 12.12** (a) As implied in paragraph 10.02, temporary full-time employees may be hired for specific projects of limited duration, for a pre-determined period not to exceed six (6) months without the agreement of the Union.
- (b) Temporary full-time employees may apply for any regular vacancies which occur and shall be considered after applicants who are regular staff members but before a new employee is hired. If appointed to a regular full-time position without a break in employment of at least two (2) weeks, a temporary full-time employee may apply time worked as such against the probationary period provided the regular employment is in the same classification and in the same department as the temporary full-time employment.

**Temporary
Employees**

- 12.13 The Union shall be provided with a notice of the appointment and termination of temporary employees. **Notice to Union**
- 12.14 When considering lay-off, top seniority rights shall be accorded to each standing member of the Union Executive Committee consisting of the following members of the Executive of the Local Union: President, 1st Vice-president, 2nd Vice-president, Recording Secretary, Secretary-Treasurer, Chief Steward, Deputy Chief Steward and a maximum of three predesignated committee chairpersons, one of which shall be the Chair of the Health and Safety Committee, provided the University is kept informed in writing of their names and positions. **Seniority Rights of Union Executiv**
- 12.15 Without restricting its right to determine the methods by which services are to be provided, and in order to exercise its right to operate in an efficient and economical manner, it is agreed that employees within the bargaining unit shall not be laid off as a direct result of the University contracting out work which is normally performed by employees within the bargaining unit.

ARTICLE XIII - JOB POSTING

- 13.01 All vacancies for regular positions including those of foreperson and assistant foreperson shall be posted for seven (7) calendar days prior to the appointment of a **Job Posting**

regular incumbent. Such advertisement shall be dated, shall show the job title, job requirements, the applicable wage rate or range, shall indicate the initial shift assignment and work location, and shall indicate whether this is an original vacancy or one consequential from the appointment of an employee to an original vacancy. Any employee may apply for an advertised vacancy directly to the University Employment Office or elsewhere as indicated in the posting. All postings for jobs within the bargaining unit shall state, "This position is covered by Collective Agreement with C.U.P.E. Local 1334."

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|-------|---|--|
| 13.02 | The successful applicant shall be placed on a trial period for a period of up to two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to his or her former position and wage without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his or her former position and wage without loss of seniority. | Trial
Period |
| 13.03 | Consideration for posted positions within the bargaining unit will be given to the senior applicant who is preparing for job related qualifications prior to the posting of a vacancy. It is understood that the provisions of this clause are not intended to limit the provisions of Article | Job
Qualification
Preparation |

12.05.

- 13.04 The Union shall be notified of all appointments, lay-offs and recalls from lay-off within the bargaining unit. **Notice to Union**
- 13.05 If the University establishes a new classification not set out in Schedule "A", the University shall discuss with the Union a rate to be set prior to posting. Failing an agreement, the University shall set the rate and notify the Union. The matter may be referred to arbitration, as set out in Article XI, within a period of thirty (30) days following such discussion or notification of rate setting to the Union. The Arbitration Board, in its findings, may use no criterion other than rates and increments now set out in Schedule "A". **Wage Rates for new Classificati**
- 13.06 The University shall provide, within the term of this Agreement, to the Union a description of duties or revision thereof for each job description that is currently or becomes active. In the case of a revision of a current job description, the University shall discuss with the Union the revision prior to such revision.

ARTICLE XIV - LEAVE OF ABSENCE

- 14.01 The University may, in its discretion, grant leave of absence without pay to an employee. Requests for such leave of absence shall be in writing and shall be submitted to the employee's supervisor in advance of the **Leave of Absence**

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. Seniority shall accrue during a leave of absence.

- 14.02** The University agrees to grant, during the duration of this contract, leave of absence with normal pay and benefits up to fifty (50) days for bargaining unit persons selected by the Union to attend Union meetings, conferences, conventions and seminars. Requests for such leaves of absence should be submitted in advance and in writing to Employee Relations and will be subject to supervisory approval, which shall not be unreasonably withheld. It is further understood that the University is freed of any responsibility to the employee in the granting of such leave. Seniority shall accrue during the period of leave. Joint Health and Safety Committee members shall not be limited by the above restrictions. **Union Leave**
- 14.03** Upon request, in the event of death in the immediate family, an employee will be granted at the time of the death, leave of absence with pay for a period of three (3) days. Immediate family shall mean parent, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, grand-child or grandparent. **Ber Leave**
- 14.04** Absence on jury duty or as a subpoenaed witness is an excused absence and the University agrees to pay full **Jury Duty**

regular pay to an employee who is required to serve as a juror or subpoenaed witness. It shall be the responsibility of the employee to provide proof of the period served as a juror or subpoenaed witness and to remit to the University the amount paid for such services. If the litigation requiring the employee as a subpoenaed witness was initiated by the employee, this article will not apply. In the event that jury duty extends for a period longer than two (2) weeks, the employee's regular pay shall be mailed to the family on each regular payday during the period of absence provided, however, the employee signifies in writing that his or her regular pay is to be so released.

- 14.05 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 received, as evidenced by a statement from the proper authority, and the normal University wages or salary. Military
Leave
- 14.06 The University will grant leave of absence without pay to an employee who is elected to or selected to fill a full-time office in the Canadian **Labour Congress, the Ontario Federation of Labour** or the Ontario or Canadian executive bodies of the Canadian Union of Public Employees for the duration of the term of office. Seniority accrued prior to the election or selection shall be retained and Union
Leave

shall continue to accrue for up to two (2) years from such time. If the leave of absence is two (2) years or less, the employee may apply accrued seniority to return to work.

If the leave of absence is greater than two (2) years, accrued seniority may be applied to advertised vacancies.

- 14.07 The University recognizes the right of an employee to participate in public life. Therefore, upon written request, the University shall allow leave of absence without pay and without loss of accrued seniority to an employee who proposes to become a candidate for public office in the Parliament of Canada, the Legislature of Ontario or a municipal council on the following basis:
- Public
Life**
- (a) from the official filing of nomination until seven (7) consecutive days after the election, and
 - (b) if candidature is successful, from the date specified in (a) to seven (7) consecutive days after the next Federal or Provincial election. This provision will apply for the first term of office only.
 - (c) The employee may be granted time off without pay to attend a municipal council meeting during working hours subject to departmental approval.
- 14.08 It is agreed that an employee shall be allowed to continue to participate in the employee benefit programme during a period of leave of absence if the employee remits to the University the full cost of the plan as outlined in Article
- Benefits
During
Leave**

24.01 (b), (c), (d) and (f) by the first of each month during the period of such leave of absence.

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

14.10 (a) Any female employee is eligible to receive maternity leave for a period of up to seventeen (17) consecutive weeks which includes the date of birth, provided she has been employed for at least twelve (12) months and eleven (11) weeks immediately preceding the estimated date of delivery. Materni
Leave

(b) The employee will receive **95%** of normal salary less applicable Unemployment Insurance (U.I.) maternity leave benefits for a maximum period of seventeen (17) weeks from the commencement of the leave, providing that such employee:

- (i) is eligible for maternity leave;
- (ii) has a regular full-time appointment with the University;
- (iii) is not receiving other earnings or payments, such that her combined weekly income (including U.I. maternity leave benefits, supplementary payments from the University and other earnings) does not exceed **95%** of normal weekly earnings.

- (c) The employee must apply for U.I. benefits before the supplementary income from the University becomes payable, and the employee must provide proof that U.I. benefits are being received. An employee disentitled or disqualified from receiving U.I. maternity leave benefits is not eligible to receive supplementary payments from the University.
 - (d) The employee may not claim any other form of supplementary benefits during the period of leave.
- 14.11 While on maternity leave, the employee will continue to receive University benefits on a normal cost sharing arrangement.
- 14.12 (a) The employee shall give at least two (2) weeks written notice to her Supervisor or Chairperson of her intent to commence a leave of absence because of a pregnancy, and at that time will furnish a certificate signed by a legally qualified medical practitioner stating the employee is pregnant and giving the expected date of delivery.
- (b) Six (6) weeks of the maternity leave must be used after the date of actual delivery. A shorter period of time may only be granted with a medical certificate, signed by a legally qualified medical practitioner, stating that the employee is able to resume her duties. In any event, if the Supervisor/Chairperson is not certain of the

employee's physical ability to perform her duties, he/she may request medical certification of such ability.

14.13 If additional leave is required beyond the maternity leave, the employee may request leave without pay or vacation leave entitlement.

14.14 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. Adoptio
Leave

14.15 In addition, the principles outlined in the Maternity 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 U.I. adoption leave benefits.

14.16 Paternity Leave shall be granted in accordance with any appropriate provincial legislation. An employee who is the spouse will be entitled to three (3) days of paid paternity leave associated with and at the time of the birth of the child or children.

ARTICLE XV - EDUCATIONAL ASSISTANCE

15.01 The University agrees to waive the cost of tuition (excluding the costs of textbooks and laboratory fees) for a regular full-time employee who wishes to enroll in any course or program of studies offered by the University of Guelph for which the employee is accepted. Tuition
Waiver

- 15.02 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:
- Course Attend
- (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 Director of Personnel prior to registering for the course. Approval by the Department Head/Supervisor will be required only in cases where time off the job is requested. 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 his or her supervisor of the course schedule as soon as the employee is made aware of the schedule.

ARTICLE - XVI - PAID HOLIDAYS

16.01 Employees shall receive pay for the following **Paid**
holidays: **Holidays**

Victoria Day	Day immediately before
Canada Day	Christmas Day
Civic Holiday	Christmas Day
Labour Day	Boxing Day
Thanksgiving Day	Day immediately before
	New Year's Day
	New Year's Day
	Good Friday

For each vacation year subsequent to 1 January 1979, each employee shall be entitled to be granted one (1) other day as an "additional paid holiday". 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 by clause 16.06. An "additional paid holiday" may not be carried over for observance into a new calendar year. The floater holiday will be granted in accord with the operating requirements of the department taking into account the wishes of the employees.

16.02 For the 1990/91 Christmas period, December 27 and 28 will be designated as days off with pay. For the 1991/92 Christmas period, December 27 and 30 will be designated as days off with pay. Employees scheduled to work on these days will be granted another day off with pay. For the 1991/92 Christmas period, December 23 will be designated as a day off without pay. **Days off with P**

16.03 Should the Parliament of Canada enact a new public holiday in the month of February known as Heritage Day, during the

term of this Agreement, such holiday shall be observed as though it were in this Agreement.

- 16.04 Holiday pay will be computed on the basis of the number of hours the employee normally works in a day at his or her regular hourly rate.
- 16.05 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 employees shall receive holiday pay providing they have worked in the week immediately preceding and the week immediately following the holiday. The provisions of this paragraph do not apply in the case of holidays falling during or contiguous with an employee's vacation period. It is understood that the provisions of paragraph 19.03 shall apply with respect to such excused illness.
- 16.06 In the event that one or more of the foregoing holidays occurs during an employee's vacation period, the employee shall receive, in addition to vacation pay, any holiday pay to which the employee may be entitled, or an equivalent amount of time off in lieu of the holiday pay to be taken at a time convenient to the University. 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.
- 16.07 An employee required to work on any of the foregoing

Holidays
During
Vacation

Pay for
Work on
a Holiday

holidays shall be paid at the rate of two (2) times his or her regular hourly rate for time worked on such holiday in addition to any holiday pay to which the employee may be entitled. At the option of the University the employee may be granted an equivalent amount of time off in lieu of the holiday pay. The employee may request such equivalent time off and the University will use its best endeavours to grant it in accordance with the employee's wishes.

- 16.08 Should any of the foregoing holidays fall on a Saturday or Sunday, the preceding normal workday(s) or the following normal workday(s) 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 provides days off other than Saturday and Sunday, the day on which the holiday actually falls shall continue to be the observed holiday.
- Holiday
on a
Weekend

ARTICLE - XVII - VACATIONS

- 17.01 An employee shall not normally be granted or scheduled for a paid vacation prior to having completed six (6) months of continuous employment.
- Limitations
- 17.02 An employee whose services are terminated before completion of six (6) months of paid employment or for just cause shall receive pay in lieu of the appropriate vacation entitlement, at the time of such termination.
- Termination

17.03 Vacation credits for all employees shall accumulate on the following basis:

<u>After Years of continuous Service</u>	<u>Vacation Credit</u>
1 year	10 days
2 years	15 days
7 years	16 days
8 years	18 days
9 years	20 days
12 years	21 days
14 years	22 days
16 years	23 days
17 years	25 days
28 years	30 days

For employees with less than one (1) year of service, accrual shall be on the basis of .83 days per month of service.

- 17.04 The vacation year commences on January 1st and ends on December 31st inclusive. **An** employee may take vacations which would accrue (at the appropriate rate) to the next December 31st in advance of its actual accrual, during that same year. **Vacation Year**
- 17.05 (a) Vacations taken or scheduled shall be charged against vacation credits granted under 17.03. In addition, if an employee is in an unpaid status for more than two months, a debit at the appropriate rate for each month in unpaid status shall be charged against vacation credits. **Unpaid Status**
- (b) In Workers' Compensation Board cases, vacation entitlement shall continue to accrue during the first eight (8) months of compensation.

- 17.06 The University reserves the right to schedule vacation to meet its operating requirements, but agrees to consider the wishes of employees and to resolve conflicts between employees' wishes on a seniority prevails basis where its operating requirements are not a factor. Vacation schedules shall be posted by March 31st in each year, and shall be altered only by agreement between the employee and employer. While an employee may exercise seniority in the original vacation scheduling, he or she may not do so in any alteration. Vacation
Scheduling
- 17.07 An employee may, as a matter of course, carry over into the next year a vacation credit of five (5) days. An employee wishing to carry over vacation credits from one year to the next must make application to do so in writing indicating the reason **for** the carry-over and when in the following year the employee intends to use the vacation carried over. Vacation
Carry-over
- 17.08 Except as provided in 17.02, on termination of employment, the University agrees: Pay at
Termination
- (a) to pay the cash value of any vacation accrued in a previous vacation year and not taken provided that the University has agreed in writing to any such carry-over greater than five (5) days; and
 - (b) to make a cash **settlement** with respect to the prorated value of **vacation earned** from the first day of January prior to **the date of** termination, to that date.

ARTICLE XVIII - BULLETIN BOARDS

- 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.
- Bulletin
Boards

ARTICLE XIX - SICK LEAVE

- 19.01 An employee with less than three (3) months continuous employment shall be eligible for up to three (3) days sick leave.
- 19.02 Except as provided in clause 19.06, upon completion of the probationary period an employee shall be considered to be vested with sufficient sick leave entitlement to provide the employee with full regular pay, without premiums, until the employee has established eligibility for long term salary continuation benefits.
- 19.03 For absences of five (5) days or more, the employee shall provide medical evidence verifying the illness.
- 19.04 An employee shall report in accordance with departmental practice of any illness which will or has prevented the employee from performing his or her duties.
- 19.05 When an employee is entitled to receive compensation under the Workers' Compensation Act, salary will continue up to the limit of his or her sick leave entitlement. The
- Entitlement
- Medical
Evidence
Notice
- Workers'
Compensation

employee shall reimburse the University in an amount equal to lost time compensation received under that Act in respect of the period for which full salary was received. Sick leave used shall then be reinstated as of the date the employee returns to work.

19.06 Subject to the provisions of clause 19.03, 19.04 and 19.05, in each six (6) month period following January 1st each year, sick leave with pay will be allowed according to the following schedule:

Unpaid
Leave

- (a) For the third (3rd) period of absence, sick leave with pay will commence after one (1) full day of absence.
- (b) For the fourth (4th) or any subsequent period of absence sick leave with pay will commence after two (2) full days of absence.

The University will, in cases of certified medical conditions preventing an employee from performing his or her duties, exercise its right to waive the provisions of this clause providing that in the case of any individual **employee**, the University may choose not to exercise such right if such right has been exercised twice before in any year. In cases **involving** a certified medical condition, the University **may require** a second opinion as to the employee's condition from another qualified physician mutually agreeable to the University and the employee.

Exception

ARTICLE XX - UNION STEWARDS AND COMMITTEES

- 20.01 The University agrees to recognize not more than twenty-five (25) Union Stewards selected by the Union from among employees who have completed their probationary period, two (2) of whom may be the Chief Steward and Deputy Chief Steward. The number of stewards may be increased by mutual agreement. Stewards may also perform the function of health and safety representatives. Stewards
- 20.02 A Union Grievance Committee may be set up on an ad hoc basis for each grievance where such a committee is required. Unless otherwise agreed, it shall be made up of not more than three (3) employees selected by the Union from the members of the bargaining unit, provided such members have completed their probationary period. It is further understood for the purposes of this clause that neither the grievor nor the steward are deemed to be members of the Committee. Grievance Committee
- 20.03 The Union may appoint a committee of not more than six (6) of its Local members who have completed the probationary period to deal with the University on matters concerning the renewal or renegotiation of this Collective Agreement. Bargaining Committee
- 20.04 It is understood that a Steward or Committeeperson has regular work to perform and that if it is necessary to service a grievance during working hours, he or she will not leave his or her work without first obtaining the permission of the immediate supervisor which shall not be Servicing Committee

unreasonably withheld. He or she shall state the destination to the immediate supervisor and shall report again to the supervisor at the time of his or her return to work.

- 20.05 The Union shall keep the University informed in writing of names and positions of its Local Executive and of the Stewards and Committee members. The effective date of appointment shall be included in such notification. **Notice**
- 20.06 Where a grievance must be serviced or where meetings between Union and University officials take place during an employee's scheduled working hours, the employee shall be paid his or her basic hourly rate as though working. Notwithstanding any other provisions of this Agreement, the University shall be obligated to pay only the basic hourly rate to an employee replacing one so acting for the Union. **Pay**
- 20.07 Local Union officers or officials shall, at all times, be entitled to the presence and assistance of a representative of the Canadian Union of Public Employees in meeting with University officials. **National Represent**

ARTICLE XXI - HOURS OF WORK AND OVERTIME

- 21.01 (a) The standard work week shall be forty (40) hours and the standard work day shall be eight (8) hours. It is hereby expressly understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be, or **Hours**

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 forty **(40)** hours shall normally be scheduled on five (5) days per week or so as to average five (5) days of eight **(8)** hours and forty (40) hours per week over one complete cycle of a rotating schedule.

- (b) Rotating schedules shall not provide for split days of rest or for work spans in excess of eight (8) consecutive days.

- 21.02 (a) The University will prepare regular schedules of the Schedules 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 event that less than two (2) week's notice is given, the employees affected will be paid for the first two (2) shifts at 1-1/2 times their basic rate. In the case of individual or minor revisions required by illness, terminations, holidays, vacation, leave of absence 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) An employee required to change his or her scheduled shift without receiving at least twenty-four (24) hours notice in advance of the starting time of such change in his or her scheduled shift shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1-1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provision of this Agreement.
- 21.03 Standard shifts 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 rest period will be provided before the meal break and one after.
- 21.04 During the period of daylight savings time, the meal break will be one-half (1/2) hour without pay.
- 21.05 Notwithstanding the provisions of 21.03 and 21.04 above, it is understood and agreed that with respect to fire prevention officers, watchmen/women and porters not employed on straight day work, the meal break and rest break shall be taken at the primary place of duty and the meal break shall be included in the calculation of hours worked.
- 21.06 (a) Authorized work performed in excess of the

**Schedule
Changes**

**Meal a
Rest
Breaks**

Exceptio

Overtim

employee's standard work day or standard work week or on an employee's scheduled day off shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate, it being understood that when payment at time and one-half (1-1/2) has been made for any such authorized work, the time involved shall not be included again for the purpose of establishing a premium payment for that or any other work.

- (b) Authorized work performed on a Sunday in excess of the employee's standard work day or standard work week shall be paid at the rate of two (2) times the employee's regular hourly rate, it being understood that where payment at two (2) times has been made for any such authorized work, the time involved shall not be included again for the purpose of establishing a premium payment for that or any other work.

- 1.07 To the extent feasible, employees shall be given the Overtime 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

foreperson or assistant foreperson. Except in dire emergency, no employee will be required or permitted to work more than sixteen (16) hours in any twenty-four (24) hour period.

21.08 An employee may request time off in lieu of overtime. Such time off shall be granted at the option of the University taking into account its operating requirements. The ratio of overtime shall apply to the calculation of appropriate time off. No employee shall be required to liquidate overtime by taking time off. **Pay**

21.09 Employees shall be entitled to a five (5) minute wash up period at the end of each shift. **Wash-up**

ARTICLE XXII - OVERTIME MINIMA

22.01 An employee called into work in an emergency outside his or her scheduled shift and without previous notice shall be paid at the appropriate overtime rate [see Article 21.06(a)&(b)] with a minimum of four (4) hours at the appropriate overtime rate. 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 his or her regular shift, the employee will be paid for such portion at the overtime rate. **Call-in**

22.02 Except as provided in paragraph 22.03, an employee who is scheduled to work overtime shall be paid for a minimum of **Minimum Time**

three (3) hours at his or her overtime rate.

22.03 These minima shall not apply to overtime which is Exceptions
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 his or her normal shift.

ARTICLE XXIII • WAGES

23.01 The University agrees to pay and the Union agrees to Wages
accept, for the term of this Agreement, the rates of wages
as outlined in Schedule "A" attached hereto and forming
part of this Agreement.

ARTICLE XXIV - BENEFITS

24.01 The components of the employee benefits programme are: **Benefits**

- (a) sick leave as provided by Article XIX,
- (b) long term salary continuation plan,
- (c) medical insurance providing major medical and
semi-private hospital coverage,
- (d) group life insurance,
- (e) pension plans,
- (f) basic medical and hospital insurance as required by
legislation,
- (g) dental plan.

The 1986/87 Employee Benefits Booklet represents the

minimum provisions of the above-mentioned pensions and benefits plan.

- 24.02 The University will contribute sixty-six and two-thirds per cent (**66-2/3%**) of the total cost of the benefits indicated in sub-paragraph (b), (c), (d) and (f) above. The University will contribute eighty per cent (**80%**) of the total premium costs of dental insurance. **University
Contributi**
- 24.03 Upon normal retirement, an employee will be provided with a one thousand dollar (\$1,000.00) paid up life insurance policy. **Life
Insurance**
- 24.04 The University agrees to provide to regular full-time employees covered by Collective Agreement between the University of Guelph and the Canadian Union of Public Employees and its Local 1334 during the term of the Agreement, any improvement in the level of benefits coverage or in the cost sharing arrangement to the benefits programme as may be made available to other groups of employees, concurrently with the date of implementation for other groups.
- 24.05 In cases of disability, employees may continue to participate in the benefits program for as long as they continue to qualify for benefits for the Long Term Salary Continuation Plan. In Workers' Compensation Board cases, the participation may continue for the period of compensation.



ARTICLE XXV - METHOD OF PAYMENT OF WAGES

- 25.01 Wages are calculated on hourly rates over ten (10) day 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.
- 25.02 Payment of wages is made every second Thursday of assumed earnings to and including the day modified as indicated in 25.01 above. Pay Day
- 25.03 Changes to the method of payment of salary during the term of this contract shall only be done by mutual agreement. Changes

ARTICLE XXVI - COMMUNICATIONS

- 26.01 Unless otherwise specifically stipulated herein, communications between the parties shall be addressed:
- (a) in the case of the University to the Director of Personnel, and
 - (b) in the case of the Union to the President of Local 1334 to the last known address with a copy to the Union office at 157 King Street East, Kitchener, Ontario, N2G 2K8.

ARTICLE XXVII - TERMINATION

- 27.01 This Agreement shall continue in effect until 30 April ~~2000~~

1992 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration date that it desires to amend or terminate this Agreement.

SIGNED this 20th day of December, 1990, at Guelph, Ontario.

On Behalf of the
University of Guelph

Brian J. Ferguson

On Behalf of the Canadian Union
of Public Employees, Local 1334

W. Zaworski
A. Muntz
Wm Ferguson
Don Ingham
Adrian Bowers
Philip Stelmach

SCHEDULE "A"

A) WAGE RATES

EFFECTIVE 90 05 01

MISCELLANEOUS LABOUR

<u>Job Title</u>	<u>Job Rate</u>
Launderer 1	\$12.57
Labourer	12.55
Porter	12.57
Guard	12.57
Porter/Expeditor	12.69
Launderer 2	12.a5
Groundskeeper	12.a5
Storeskeeper	12.a5
Shipper/Receiver	12.85
Driver	12.89
Delivery/Materials Handler	13.20
Senior Storeskeeper	13.38
Grounds Machinery Operator	13.57
Nurserykeeper and Greenhouse Technician	14.54
Heavy Equipment Operator	14.54
Sanitation Equipment Operator	14.77
Athletics Facilities Operator	13.57
<u>HOUSEKEEPING</u>	
Building Custodian 1	\$11.73
Building Custodian 2	12.57
Building Custodian 3	12.85
Building Custodian 4	13.39
Building Custodian 5	14.60
Lead Hand Building Custodian 1 to 4	Bldg Custodian 4 plus 5%
Truck Mount Operator	13.95
<u>TRADES</u>	
Gardener	\$13.a3
Pest Control Operator	15.29
Painter	15.93
Spray Painter	16.42
Glazier	16.42
Plasterer	16.42
Mason/Bricklayer	16.42
Locksmith	16.42
Sheet Metal Worker	16.42
Blacksmith	16.42
Vehicle Mechanic	16.42

Carpenter	16.42
Carpet Installer/Upholsterer	16.42
Carpenter Millwright	17.03
Controls Mechanic	17.03
Machinist Millwright	17.03
Electrician	17.03
Plumber/Steamfitter	17.03
Welder/Steamfitter	17.03
Instrument Mechanic	17.03
Senior Vehicle Mechanic	17.03
Sign Painter	17.03
Refrigeration Mechanic	17.03
Helper 1	12.55
Helper 2	13.45
Helper 3	90.9% of appropriate trade rate
Building Mechanic 1	14.12
Building Mechanic 2	15.29
Building Mechanic 3	16.42
Building Mechanic 4	17.03
Residence Building Serviceperson	15.82
Housekeeping Equipment Serviceperson	12.91
Residence Appliance Serviceperson	15.29
Housekeeping Equipment Mechanic	16.42
Grounds Mechanic	15.12
Residence Equipment Mechanic	16.42

PROBATIONARY EMPLOYEES - \$0.20/hour lower than the rate for which they were hired

LEAD HAND EMPLOYEES • appropriate job rate plus 5% of rate

FIRE PREVENTION OFFICERS

<u>Probation Rate</u>	<u>After 3 Months</u>	<u>After 1 Year</u>
\$13.96	\$14.70	\$16.03

B) WAGE RATES

EFFECTIVE 91 05 01

MISCELLANEOUS LABOUR

<u>Job Title</u>	<u>Job Rate</u>
Launderer 1	\$13.26
Labourer	13.24
Porter	13.26
Guard	13.26
Porter/Expeditor	13.39
Launderer 2	13.56
Groundskeeper	13.56
Storeskeeper	13.56
Shipper/Receiver	13.56
Driver	13.60
Delivery/Materials Handler	13.93
Senior Storeskeeper	14.12
Grounds Machinery Operator	14.32
Nurserykeeper and Greenhouse Technician	15.34
Heavy Equipment Operator	15.34
Sanitation Equipment Operator	15.58
Athletics Facilities Operator	14.32
<u>HOUSEKEEPING</u>	
Building Custodian 1	\$12.38
Building Custodian 2	13.26
Building Custodian 3	13.56
Building Custodian 4	14.13
Building Custodian 5	15.40
Lead Hand Building Custodian 1 to 4	Bldg Custodian 4 plus 5%
Truck Mount Operator	14.72
<u>TRADES</u>	
Gardener	\$14.59
Pest Control Operator	16.13
Painter	16.ai
Spray Painter	17.32
Glazier	17.32
Plasterer	17.32
Mason/Bricklayer	17.32
Locksmith	17.32
Sheet Metal Worker	17.32
Blacksmith	17.32
Vehicle Mechanic	17.32

Carpenter	17.32
Carpet Installer/Upholsterer	17.32
Carpenter Millwright	17.97
Controls Mechanic	17.97
Machinist Millwright	17.97
Electrician	17.97
Plumber/Steamfitter	17.97
Welder/Steamfitter	17.97
Instrument Mechanic	17.97
Senior Vehicle Mechanic	17.97
Sign Painter	17.97
Refrigeration Mechanic	17.97
Helper 1	13.24
Helper 2	14.19
Helper 3	90.9% of appropriate trade rate
Building Mechanic 1	14.90
Building Mechanic 2	16.13
Building Mechanic 3	17.32
Building Mechanic 4	17.97
Residence Building Serviceperson	16.69
Housekeeping Equipment Serviceperson	13.62
Residence Appliance Serviceperson	16.13
Housekeeping Equipment Mechanic	17.32
Grounds Mechanic	15.95
Residence Equipment Mechanic	17.32

PROBATIONARY EMPLOYEES • \$0.20/hour lower than the rate for which they were hired

LEAD HAND EMPLOYEES • appropriate **job** rate plus 5% of rate

FIRE PREVENTION OFFICERS

Probation Rate After 3 Months After 1 Year

\$14.73

\$15.51

\$16.91

Twelve Hour Shifts

1. It is agreed that twelve hour shift schedules will be arranged in such a manner **so** that F.P.O.'s will normally work 3 x 12 hour shifts on days, have 3 days off and work 3 x 12 hour shifts on nights. It is understood that this normal shift scheduling will not result in overtime payments.
2. To average the hours worked in a six week cycle to 40 hours per week, the University will schedule one 12 hour shift off per F.P.O. for each 6 week cycle worked. This will be known as a rotation day. In the event of scheduling difficulties, unused rotation days will be compensated for by cash payment at the regular rate at the mutual agreement between the employee and the employer.
3. Articles 14.02(a), 14.11, XVI, XVII, 19.01 and 19.03 referred to an 8 hour day unless stipulated as a calendar day. The intent is to ensure that no additional costs to the University are generated in these or any other sections of the Collective Agreement as a result of this arrangement,
4. Note: For clarification of paid holidays, it is understood that an employee who does not work on a paid holiday will receive 8 hours straight time pay. An employee who works on a paid holiday will receive 2 x his or her normal rate for all hours worked plus an additional 8 hour statutory holiday pay.

B) SHIFT PREMIUMS

Shifts starting between 1200 hours (noon) and 1800 hours shall carry a premium of thirty-five cents (\$.35) per hour.

Shifts starting between 1800 hours and 0600 hours the next day shall carry a premium of sixty cents (\$.60) per hour.

Shifts in which more than fifty per cent (50%) of the time worked falls on Saturday shall carry a premium of forty cents (\$.40) per hour.

Shifts in which more than fifty per cent (50%) of the time worked falls on Sunday shall carry a premium of sixty cents (\$.60) per hour.

The premiums shall not be paid where the time worked is paid at the overtime rate.

MEMORANDUM OF UNDERSTANDING

Further to the Collective Agreement between the Canadian Union of Public Employees, Local 1334, and the University of Guelph, it is agreed that an amount of 0,25 percent of the total salary budget will be deferred for a scholarship plan, available to dependent children of: a) regular full-time 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 semesters for undergraduate degree or associate diploma program courses. (Note: "Dependent child" is defined as a natural child, step child, adopted child or ward for whom the employee is entitled to claim an exemption under the Income Tax Act and for whom the employee provides regular support.)

Dependent children 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 Program (OSAP); that is, students registered in three, four or five courses per semester. Dependent children 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 70 percent 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 70 percent. In-course students will maintain their scholarships by satisfying the academic continuation requirements of their program.

Dependent children wishing to receive a scholarship for any semester during the academic year of August 1 to July 31 must apply to the Student Awards Section of the Registrar's Office by August 1 of that year. At the beginning of each semester, after registration has been confirmed, scholarship cheques will be sent to successful students. One hundred per cent (100%) of eligible children's tuition shall be funded and the pool of funds remaining in each semester shall be used to fund tuition for eligible spouses on an equal basis, up to a maximum of the B.A. tuition rate.

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 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 Registrar of the reciprocating institution, with notification to the Students Awards section of the University of Guelph.

It is further understood that the above-mentioned funds will be available for Canadian Union of Public Employees members only (i.e. dependents as defined).

SIGNED this ^{20th} day of December 1990, at Guelph, Ontario.

On behalf of the
University of Guelph

Kenneth G. Steery
[Signature]
[Signature]
Rosemary McHugh

On behalf of the Canadian Union
of Public Employees, Local 1334

[Signature]
W. D. [Signature]
Sherran Bowser
Don [Signature]
W. J. [Signature]
Philip [Signature]

MEMORANDUM OF UNDERSTANDING

Further to the Collective Agreement between the Canadian Union of Public Employees, Local 1334, and the University of Guelph, the University will subsidize Canadian Union of Public Employees members' payment of annual fees for the use of athletic facilities. This subsidy will reduce the annual fee (not including locker, towel service, course and equipment charges, and Facility Development Fee) to 25 percent of the normal fee. The annual membership will begin as of September 1st. All regular full-time employees are eligible for this benefit.

SIGNED this 20th day of December, 1990, at Guelph, Ontario.

On behalf of the
University of Guelph

Kenneth G. Johnson
D. Tappin
Rosemary McHugh
[Signature]
J. Stewart Brennan

On behalf of the Canadian Union
of Public Employees, Local 1334

W. Mazurki
H. [Signature]
Dan Luber
Sheyan Bowers
W. Ferguson
Philip [Signature]

MEMORANDUM OF UNDERSTANDING

Subject to operational requirements, it is agreed that where ten-hour shifts are implemented the following shall be the criteria. It is understood that this arrangement will not increase the University's costs and that pro-rating, where appropriate, will be done to ensure consistency of treatment for members of the bargaining unit. The hourly equivalents may be used in determining the appropriate entitlement for articles 14, 16, 17, 19 and 21.

Note: For clarification of paid holidays, it is understood that an employee who does not work on a paid holiday will receive 8 hours straight time pay. An employee who works on a paid holiday will receive 2 x his or her normal rate for all hours worked plus an additional 8 hour statutory holiday pay.

More specifically, this applies, but it is not limited, to the following:

- a) Medical certificates will be required after 40 hours of absence.
- b) Vacations and paid holidays will be an hourly equivalent.
- c) Union leave equals one day equals one shift.
- d) Maternity/adoption leave will be an hourly equivalent.
- e) Military leave equals two weeks.
- f) Jury duty equals one shift.
- g) Bereavement leave is at the hourly equivalent.
- h) Shift premium is as is.
- i) Seniority is as is.
- j) Workers' Compensation is as is.
- k) Overtime is after ten hours per day or 80 hours per pay period.
- l) Probation is based on months of employment.
- m) Paid Personal Leave is at the hourly equivalent.

Dated this 20th day of December, 1990, at Guelph, Ontario.

For the University
of Guelph

Kenneth Giffen
D. Jaggard
Rosemary McHugh
[Signature]
J. Stewart Brennan

For the Canadian Union of
Public Employees, Local 1334

W. Weyowski
Don Luba
Sherman Bowers
H. [Signature]
W. Ferguson
Philip Atkinson

MEMORANDUM OF UNDERSTANDING

Further to the Collective Agreement between the Canadian Union of Public Employees, Local 1334, and the University of Guelph, during the term of this Agreement and in the interest of staff development, both parties agree to discuss procedures regarding regular full-time employees who desire the opportunity to assume duties on a temporary basis other than those they normally perform.

SIGNED this 20th day of December, 1990, at Guelph, Ontario.

On behalf of the
University of Guelph

Kenneth G. Steen
D. Lippert
Rosemarie McHugh
R. L. [unclear]
J. Stuart Bremner

On behalf of the Canadian Union
of Public Employees, Local 1334

W. Wawoski
H. [unclear]
W. Ferguson
Don [unclear]
Sheran Gowers
Philip [unclear]

MEMORANDUM OF UNDERSTANDING

Written submissions for recommendations for benefit changes will be submitted to the Vice-president of Administration by no later than January 15, 1991 and January 15, 1992. The **first** meeting will be no later than February 1, 1991, and February 1, 1992 and C.U.P.E. representation will consist of no more than two people. Agreed-upon changes resulting from these discussions will be referred to the negotiating parties for the next set of negotiations.

Signed this 20th day of December, 1990, at Guelph, Ontario

On behalf of the
University of Guelph

Kenneth A. Steer
D. Lappart
Rosemary McHugh
R. J. [unclear]
J. Stewart Brennan

On behalf of the Canadian Union
of Public Employees, Local 1334

W. Demorek
H. Malt
Dan Lawler
Aberan Bowers
W. J. Ferguson
Philip Atkinson