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No. OF EMPLOYEES	350		
NOMBRE D'EMPLOYÉS	350		

COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1334

AND

THE UNIVERSITY OF GUELPH

EXPIRY DATE
April 30, 1993

MAY 17 1994

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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.
- 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 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.
- (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 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 University which the Union claims to fall within the bargaining unit defined in paragraph 3.01 hereof, the 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.

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:

- (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 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:

- (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 Human Resources. **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 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.
- 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.

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.

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 Step 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.

9.03 Step 3

If not then settled at Step 2, the written grievance may be submitted by the grievor and the Chief Steward to the Assistant Vice-president, Human Resources or designate within five (5) days after the decision in Step 2. The Assistant Vice-president, Human Resources, 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 Assistant Vice-President, Human Resources, or designate, considers necessary. The Assistant Vice-president, Human Resources, 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:

- (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

- (b) a decision or action of the University administration or departmental management that affects three (3) or more employees, or
- (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 Assistant Vice-president, Human Resources or designate. It is expressly understood that this procedure may 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 Human Resources 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.

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.

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.

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.

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.
- (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.

ARTICLE XI - ARBITRATION PROCEDURE

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

- 11.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 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.
- 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.
- 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.

- 11.08 The party demanding arbitration shall be responsible for informing any third party likely to be adversely affected:
- (a) of the time and place of the sitting of the Board of Arbitration,
 - (b) of the matter to be placed before the Board, and
 - (c) of the right of that third party to be present and represented.
- 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.

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

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.

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.

(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 -- a 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.

12.09 **An** employee shall terminate his or her employment if the employee:

- (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 **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.

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.

12.13 The Union shall be provided with a notice of the appointment and termination of temporary employees.

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.

- 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 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."

- 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.
- 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 12.05.
- 13.04 The Union shall be notified of all appointments, lay-offs and recalls from lay-off within the bargaining unit.
- 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".

- 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 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.

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, common-law 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.

14.04 Absence on jury duty or as a subpoenaed witness is an excused absence and the University agrees to pay **full** 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.

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 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:

- (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 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.

14.10 Paid Parental Leave

1. **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.

2. **Eligibility for Paid Parental Leave:**

- (a) Natural mothers 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.
- (b) The employee shall give at least two (2) weeks written notice to her or his supervisor of the intent to commence paid parental leave.
- (c) Employees must apply for U.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 U.I. maternity or adoption leave benefits to Human Resources. **An** employee disentitled or disqualified from receiving U.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 U.I. maternity or adoption leave benefits only because they have not completed the twenty (20) weeks of employment required for U.I. benefit eligibility.

3. **Terms of Paid Parental Leave**

- (a) Eligible employees will receive 95% of normal salary less applicable Unemployment Insurance (U.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 his or her combined income (including U.I. maternity leave benefits, supplementary payments **from** the University and other earnings) exceeds 95% of normal weekly earnings.
- (b) No employee may claim any other form of supplementary benefit during the period of leave.
- (c) 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.

- (d) While on paid parental leave, the employee will continue to receive University benefits on a normal cost sharing arrangement.
- (e) For the purposes of promotion, 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 merit increases based on her or his level of performance while in full-time employment.
- (f) **An** employee taking paid parental leave shall not be disadvantaged. S/he will return to the same or an equivalent position without loss of salary or seniority.
- (g) Paid parental leave may be voluntarily shorter than the previously arranged period, providing the employee advises the University of his/her intention to return to work at least two (2) weeks prior to the intended date of return.
- (h) If the Supervisor/Chair is not certain of a natural mother's physical ability to return

to and perform her duties, they may request medical certification **of** such ability.

14.11 Unpaid Parental Leave

1. **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.

2. **Eligibility for Unpaid Parental Leave**

- (a) On receipt of appropriate documentation of the birth or adoption of a child, the University will grant eighteen (18) 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 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 Unemployment

Insurance (UIC) Office to determine their eligibility for benefits during the initial ten (10) weeks of this unpaid leave period.)

- (b) Additional unpaid parental leave may be requested by an employee, up to a maximum total of one (1) year *of* unpaid parental leave. Such leave will be arranged according to existing University policies governing unpaid personal leave.

3. **Terms of Unpaid Parental Leave**

- (a) 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.
- (b) 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.
- (c) For the purposes of promotion, 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 merit

increases based on his/her level of performance while in full-time employment.

- (d) **An** employee taking an unpaid parental leave shall not be disadvantaged. S/he will return to the same or an equivalent position without loss of salary or seniority.

14.12 Adoption Leave

1. **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.
2. 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 U.I. adoption leave benefits.

14.13 Paid Paternity Leave

Purpose of Paid Paternity Leave

A regular full-time employee who is a natural or adoptive father 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 the birth or adoption.

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.

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:

- (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 Assistant Vice-president, Human Resources 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 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 1992/93 Christmas period, December 29 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.

- 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 shall be paid at the rate of two (2) times their 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 employee an equivalent amount of time off in lieu of the holiday pay and premium pay may be granted subject to operational requirements. The employee may bank 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.

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.

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.

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.

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.

(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. Pre-committed days of vacation, provided such days off have been approved by any supervisor or department head, shall be honoured.

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.

17.08 Except as provided in 17.02, 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 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.

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 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:
- (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.

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.

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.

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.

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 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.

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.

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.

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 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 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 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.

21.07 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 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.

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

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

Handwritten notes:
 This is the only time that the overtime rate is applied to the call-in.
 The 2nd sentence of the paragraph is not applicable.
 In 2nd case the minimum is 7:00.
 1.19 This is the only time that the overtime rate is applied to the call-in.

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.

22.02 Except as provided in paragraph 22.03, an employee who is scheduled to work overtime shall be paid for a minimum of three (3) hours at his or her overtime rate.

22.03 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 his or her normal shift.

ARTICLE XXIII - WAGES

23.01 The University agrees to pay and the Union agrees to 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:

- (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.
- 24.03 Upon normal retirement, an employee **will** be provided with a one thousand dollar (\$1,000.00) paid up life insurance policy.
- 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.
- 25.03 Changes to the method of payment **of** salary during the term of this contract shall only be done by mutual agreement.

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 Assistant Vice-President, Human Resources, 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 1993 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 day of , 1993, at Guelph, Ontario.

On Behalf *of* the
University of Guelph

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

SCHEDULE "A"

A) WAGE RATES

EFFECTIVE 92 05 01

MISCELLANEOUS LABOUR

<u>Job Title</u>	<u>Job Rate</u>
Launderer 1	\$13.39
Labourer	13.37
Porter	13.39
Guard	13.39
Porter/Expeditor	13.52
Launderer 2	13.70
Groundskeeper	13.70
Storeskeeper	13.70
Shipper/Receiver	13.70
Driver	13.74
Delivery/Materials Handler	14.07
Senior Storeskeeper	14.26
Grounds Machinery Operator	14.46
Nurserykeeper and Greenhouse Technician	15.49
Heavy Equipment Operator	15.49
Sanitation Equipment Operator	15.74
Athletics Facilities Operator	14.46

HOUSEKEEPING

Building Custodian 1	\$12.50
Building Custodian 2	13.39
Building Custodian 3	13.70
Building Custodian 4	14.27
Building Custodian 5	15.55
Lead Hand Building Custodian 1 to 4	Bldg Custodian 4 plus 5%
Truck Mount Operator	14.87

TRADES

Gardener	\$14.74
Pest Control Operator	16.29
Painter	16.98
Spray Painter	17.49
Glazier	17.49
Plasterer	17.49
Mason/Bricklayer	17.49
Locksmith	17.49
Sheet Metal Worker	17.49
Blacksmith	17.49
Vehicle Mechanic	17.49
Carpenter	17.49
Carpet Installer/Upholsterer	17.49

Carpenter Millwright	18.15
Controls Mechanic	18.15
Machinist Millwright	18.15
Electrician	18.15
Plumber/Steamfitter	18.15
Welder/Steamfitter	18.15
Instrument Mechanic	18.15
Senior Vehicle Mechanic	18.15
Sign Painter	18.15
Refrigeration Mechanic	18.15
Helper 1	13.37
Helper 2	14.33
Helper 3	90.9% of appropriate trade rate

Building Mechanic 1	15.05
Building Mechanic 2	16.29
Building Mechanic 3	17.49
Building Mechanic 4	18.15
Residence Building Serviceperson	16.86
Housekeeping Equipment Serviceperson	13.76
Residence Appliance Serviceperson	16.29
Housekeeping Equipment Mechanic	17.49
Grounds Mechanic	16.11
Residence Equipment Mechanic	17.49

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>
\$14.88	\$15.67	\$17.08

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

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 day of , 1993, at Guelph, Ontario.

On behalf of the
University of Guelph

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

MEMORANDUM OF UNDERSTANDING

Furth r to th Collective Agreement between the Canadi n 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 day of , 1993, at Guelph, Ontario.

On behalf of the
University of Guelph

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

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 day of , 1993, at Guelph, Ontario.

For the University
of Guelph

For the Canadian Union of
Public Employees, Local 1334

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, 1993. The first meeting will be no later than February 1, 1993 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 **day of** , 1993, at Guelph, Ontario

On behalf of the
University **of** Guelph

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