

Collective Agreement between The Canadian Union of Public Employees and its Local 1334 and The University of Guelph

Expiry Date: April 30, 2002

Note: This web version of the agreement differs slightly from the official document in format only. For an official copy of the collective agreement, please contact [Cathy Chapman](#), x6700.

Table Of Contents

- [I - Definitions](#)
- [II - Purpose](#)
- [III - Recognition](#)
- [IV - Management Functions](#)
- [V - Relationship](#)
- [VI - Security of the Bargaining Unit and Deduction of Dues](#)
- [VII - No Strike, No Lockout](#)
- [VIII - Complaint Procedure](#)
- [IX - Grievance Procedure](#)
- [X - Special Provision Re: Discharge and Suspension](#)
- [XI - Arbitration Procedure](#)
- [XII - Seniority](#)
- [XIII - Job Posting](#)
- [XIV - Leave of Absence](#)
- [XV - Educational Assistance](#)
- [XVI - Paid Holidays](#)
- [XVII - Vacations](#)
- [XVIII - Bulletin Boards](#)
- [XIX - Sick Leave](#)
- [XX - Union Stewards and Committees](#)
- [XXI - Hours of Work and Overtime](#)
- [XXII - Overtime Minima](#)
- [XXIII - Wages](#)
- [XXIV - Benefits](#)
- [XXV - Method of Payment of Wages](#)
- [XXVI - Communications](#)
- [XXVII - Health and Safety](#)
- [XXVIII - Termination](#)
- [Schedule "A"](#)

[Shift Premiums](#)[Memorandum of Understanding #1 - FPO Shift Schedule](#)[Memorandum of Understanding #2 - Scholarship Plan](#)[Memorandum of Understanding #3 - Staff Development](#)[Memorandum of Understanding #4 - Athletic fee Subsidy](#)[Memorandum of Understanding #5 - 10 Hour Shift Schedule](#)[Memorandum of Understanding #6 - Benefit Changes](#)[Memorandum of Understanding #7 - Work Clothing](#)[Memorandum of Understanding #8 - Licenses/Certificates](#)[Memorandum of Understanding #9 - Apprenticeship Program](#)[Letter of Understanding #1 - Prescription Protective Eyewear](#)[Letter of Understanding #2 - Health and Performance Centre](#)[Letter of Understanding #3 - Early and Safe Return to Work](#)[Letter of Understanding #4 - Job Registry](#)

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.

Defi

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 Workplace Safety and Insurance Board.

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.

[Return to Table of Contents](#)

Article II - Purpose

2.01

P

(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.

[Return to Table of Contents](#)

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.

Excl

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.

**New Po
i**

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.

Super

3.04 The University may employ students to complement bargaining unit employees. No student will be employed to fill a permanent bargaining unit position or cause any employee to be laid off.

[Return to Table of Contents](#)

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:

**Manag
Fu**

- (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.

[Return to Table of Contents](#)

Article V - Relationship

5.01

Discrimi

- (a) The parties to this Agreement agree that there shall be no harassment, 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.
- (b) An employee who feels that he/she has been subjected to harassment should contact either the Union, Human Rights and Equity Office or the Employee Relations Section of the Human Resources Division. Employees may be accompanied by their Union representative as appropriate. Should a situation of concern not be resolved, the employee may submit a grievance at Step three(3).

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

Manag

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:

M

- (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 Human Resources files not more than once every six (6) months (January - June; July - December). 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 two (2) working days of the receipt of the request. Before an employee will be provided with his/her Human Resources file, the employee must present photo identification to Employee Relations. It is further understood that any employee will be free to submit written, relevant explanations for inclusion in his or her Personnel file.

[Return to Table of Contents](#)

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.

6.04 Copies of Request for Leave of Absence forms and names of terminated regular full-time bargaining unit employees, will be provided to the Local monthly. The University will notify the Local of any bargaining unit members who are approved for Long Term Disability (LTD), and in the case of Workplace Safety and Insurance Board (WSIB), of those on WSIB for a period of greater than three (3) consecutive months.

[Return to Table of Contents](#)

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.

[Return to Table of Contents](#)

Article VIII - Complaint Procedure

Con

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.

[Return to Table of Contents](#)

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. In the absence of the Chief Steward or Deputy Chief Steward, and one (1) member of the Executive committee 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 grievance is described as an alleged violation of:

- (i) the Collective Agreement
- (ii) the Ontario Human Rights Code
- (iii) the Employment Standards Act of Ontario
- (iv) other applicable Province of Ontario Employment related legislation.

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 sources 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:

Time

- (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 **Gri**

(b) a decision or action of the University administration or departmental management that affects three (3) or more employees, or **Gri**

(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. **Uni Gri**

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 griever(s) directly related to an outstanding grievance as defined in this article must be with Union representation. **Emj Sup Discu**

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. **Agre G**

9.09 When an employee is to be disciplined (i.e. verbal/written warning, suspension or discharge), the supervisor will encourage the employee to exercise his/her right to be accompanied to this meeting by a steward, if the employee so chooses.

[Return to Table of Contents](#)

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. **Dis**

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 **Temj Emj**

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.

**Dis
Gri**

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

Notif

- (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.

List of R

[Return to Table of Contents](#)

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.

Arbit

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.

Appoin

11.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Excl

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

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. **De**

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: **Respon:
of the l**

- (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. **Arb**

[Return to Table of Contents](#)

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. **P**

12.02 A new employee shall be on probation until completion of three (3) months continuous employment. **Pro**

12.03 All new employees who have completed the probationary period shall have seniority as from their last date of hiring. **Pro**

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. **Seniori**

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. **Exer
Ser**

12.06 In all cases of layoff or recall from layoff, seniority shall govern. Therefore, in the event of layoff 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 layoff and recall from layoff, 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

Nc

(a) Temporary full-time and part-time employees shall be laid off before the layoff 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 layoff 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 layoff of unspecified duration.

Union

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

**Termina
Emple**

- (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 layoff 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 layoff 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 Workplace Safety and Insurance 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.

**A
C**

12.11

**Reten
Se**

(a) 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 layoff or bumping of any employee who has accrued

seniority.

(b) Other than through the job posting procedure outlined in Article XIII, an employee shall not be transferred between classifications without prior consultation with the Union.

12.12

**Tem
Emp**

(a) As implied in clause 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. Any extensions to this term will be with the prior 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.

(c) The hiring of a temporary full-time employee shall not be within established positions except in the case of the temporary absence of the regular incumbent to a maximum period of twenty-four (24) months (e.g.. approved leave of absence, parental leave, sick-leave, long-term disability, Workplace Safety and Insurance Board).

12.13 Within ten (10) days of receipt of the employment dataform in Human Resources, the Union shall be provided with a temporary full-time employee appointment letter outlining the date of hire and anticipated date of termination.

Ne

12.14 When considering layoff, 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.

**Se
Ri**

Ex

12.15

(a) 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. Upon request by either party, the subject of contracting out shall be included on the agenda of the next scheduled Union/Management meeting.

(b) The University will not replace any one (1) regular full-time position within a department with two (2) or more part-time employees, whose combined hours equal or exceed that of the same regular full-time position.

12.16 In the event the University should merge, amalgamate or combine any of its operations or functions with another University, the University will use its best efforts to ensure retention of all seniority and benefits currently enjoyed by its employees with the successor employer. The University agrees to involve C.U.P.E. Local 1334 in

discussions prior to a merger, amalgamation or combining any of its operations or functions with another University(ies).

[Return to Table of Contents](#)

Article XIII - Job Posting

13.01 All vacancies for regular positions including those of supervisor and assistant supervisor 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."

Job I

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, or the successful applicant feels this position is not in their best interest, 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

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.

**Qualif
Prepa**

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

Ne

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 Ra

Classifi

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. Notwithstanding the provisions of this clause, it is understood that employee job reclassifications will be discussed with the Union.

[Return to Table of Contents](#)

Article XIV - Leave of Absence

**L
A**

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 each year of this contract (May 1 - April 30), leave of absence with normal pay and benefits up to sixty (60) days for bargaining unit persons selected by the Union to attend Union meetings, conferences, conventions and seminars. Requests for leaves of absence as detailed above, 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

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) consecutive scheduled workdays. 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.

Bereav

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.

Jur

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

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.

Union

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

Publ

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.

Benefits

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 Pa

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:

**Eligibil
Paid Pa**

(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 benefits before supplementary income from the University becomes payable. To be eligible for paid parental leave, employees must provide appropriate documentation of the birth or adoption of a child and of the receipt of E.I. maternity or adoption leave benefits to Human Resources. An employee disentitled or disqualified from receiving E.I. Maternity or adoption benefits is not eligible to receive supplementary benefits from the University. Exceptions to this rule will be made for those employees who are denied E.I. Maternity or adoption leave benefits only because they have not completed the seven hundred (700) hours of employment in the previous fifty-two (52) weeks, required for E.I. benefit eligibility.

3. Terms of Paid Parental Leave

**Terms o
Parental**

- (a) Eligible employees will receive 95% of normal salary less applicable Employment Insurance (E.I.) Maternity or adoption leave benefits for a maximum period of seventeen (17) weeks from the commencement of the leave. An employee who receives paid parental leave benefits must not receive other earnings or payments, such that his or her combined income including E.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.

**U
Parental**

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 Employment Insurance (EI 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.

**Eligibil
U
Parenta**

3. Terms of Unpaid Parental Leave

- (a) The employee proceeding on unpaid parental leave shall not forfeit any

**Te
U
Parental**

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.

Ad

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 E.I. adoption leave benefits.

14.13 Paid Paternity Leave

Paid Pa

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.

[Return to Table of Contents](#)

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 V

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:

**(
Atter**

(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.

[Return to Table of Contents](#)

Article - XVI - Paid Holidays

16.01 Employees shall receive pay for the following holidays:

Paid H

Victoria Day	Day immediately before Christmas Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Labour Day	Day immediately before New Year's Day
Thanksgiving 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 The University will provide annually, one (1) or two (2) additional day(s) off with pay during the Christmas period (December 24 - January 1), as required. Employees scheduled to work on these days, will be granted a day off with pay at some other time. Premium pay, other than for normal overtime, does not apply for work on these days.

Days Of

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.

Herita;

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.

**Requir
for H**

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.

**H
l
V**

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.

**Pay for
on a H**

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.

**Holid
W**

[Return to Table of Contents](#)

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.

Vac

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.

Termin

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

After Years of Continuous Service	Vacation Credit	
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	24 days	(effective January 1, 2001)
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.

Vacatio

17.05

Unpaid

(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 Workplace Safety and Insurance 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 requests for the period January 1 to April 30 each year, must be submitted by October 31st, and will be granted on the basis of seniority. Winter vacation schedules shall be posted by November 30th in each year, and shall be altered only by agreement between the employee and his/her supervisor. Vacation requests for the period May 1 to December 31 each year, must be submitted by February 28th, and will be granted on the basis of seniority. Spring, summer and fall vacation schedules shall be posted by March 31st in each year, and shall be altered only by agreement between the employee and his/her supervisor. While an employee may exercise seniority in the original vacation scheduling, s/he may not do so after October 31st and February 28th respectively, nor in any alteration. Pre-committed days of vacation, provided such days off have been approved by any supervisor or department head, shall be honoured.

**Va
Sche**

17.07 An employee must use at least ten (10) days of his/her vacation credits during the year in which it was earned. An employee wishing to carry over greater than five (5) days vacation credits from one year to the next must make application to do so in writing. It is further understood that carried over vacations must be used during the calendar year immediately following.

**Va
Carr**

*** Except for extraordinary circumstances, unused carry-over as of December 31, 2001 will be scheduled after that date.

17.08 Except as provided in 17.02, on termination of employment, the University agrees:

Termi

(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.

[Return to Table of Contents](#)

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. **B
I**

[Return to Table of Contents](#)

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. **Entit**

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. **M
Ev**

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 Workplace Safety and Insurance 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. **Wor
Safe
Insuran**

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**

(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.

19.07 **Exce**

(a) The University will, in cases of certified medical conditions which prevent an employee from performing his or her duties, exercise its right to waive the provisions of Clause 19.06. However, an employee who has a chronic medical condition, must provide current medical evidence verifying the on-going nature of the chronic medical condition, every twelve (12) months, before the University will continue to waive the provisions of Clause 19.06 for absences which are a result of such chronic medical condition.

(b) The University will, in cases of occasional certified medical conditions which prevent an employee from performing his or her duties, exercise its rights to

waive the provisions of Clause 19.06, providing the employee provides current medical evidence supporting such absence. The University may choose not to exercise such right, if such right has been exercised twice before in any year.

The University may require a second opinion as to the employee's condition outlined in (i) and (ii) above from another qualified physician mutually agreeable to the University and the employee.

[Return to Table of Contents](#)

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. **St**

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 griever nor the steward are deemed to be members of the Committee. **Gri
Com**

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. **Barg
Com**

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. **Sei
Com**

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. **N;
Represe**

[Return to Table of Contents](#)

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

Sch

(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.

**Sc
Cl**

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. **Meals an**

21.04 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. **Exc**

21.06

Ov

(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.

Ov

21.08 An employee may request time off in lieu of overtime, to a maximum accumulation of forty (40) hours. 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.

W:

[Return to Table of Contents](#)

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.

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.

Mi

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.

Exc

[Return to Table of Contents](#)

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.

[Return to Table of Contents](#)

Article XXIV - Benefits

24.01 The components of the employee benefits programme are:

B

- (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), (d) and (f) above. The University will contribute one hundred percent (100%) of the total cost of the benefits indicated in subparagraph (c) above. The University will contribute eighty per cent (80%) of the total premium costs of dental insurance.

**Unive
Contrib**

24.03 Upon normal retirement, an employee will be given a \$500.00 RRSP provided the employee has RRSP room available. If the employee does not have any available room, then they will receive a \$500.00 lump sum payment (minus the appropriate withholding of tax).

Inst

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 Workplace Safety and Insurance Board cases, the participation may continue for the period of compensation.

24.06 It is agreed that if the University is granted an E.I. premium reduction for CUPE 1334, the employee's portion of this reduction will be used in the following manner: to off-set the cost of providing members with 80% LTD coverage during the initial four (4) months of LTD; to offset the Scholarship Plan overspending by this bargaining unit; to offset the costs of any other appropriate benefit improvements that may be provided to the bargaining unit. It is agreed that the parties will confirm the disposition

of such rebate at the commencement of each round of negotiations.

[Return to Table of Contents](#)

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. **P:**

25.03 Changes to the method of payment of salary during the term of this contract shall only be done by mutual agreement. **CI**

[Return to Table of Contents](#)

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 204 - 1120 Victoria Street North, Kitchener, Ontario, N2B 3T2.

[Return to Table of Contents](#)

ARTICLE XXVII - Health and Safety

27.01 The University and the Union agree that the University and its employees have duties and responsibilities with regard to health and safety in accordance with the provisions of the Occupational Health and Safety Act, 1994 and as amended from time to time. The University and the Union agree to participate in Local Health and Safety Committees.

27.02 The University shall make all necessary provision(s) for the occupational health and safety of its employees.

- (a) The University will provide initial safety training in the use of special equipment whenever it is required that the employee use such equipment as part of his/her assignment of work.
- (b) Employees required to work in dangerous conditions shall be supplied with the required safety equipment and protective clothing in order for them to safely and effectively perform their employment duties.

27.03 The University acknowledges the employee's right to refuse or to stop work where health or safety is in danger, as prescribed in the Occupational Health & Safety Act, 1994 and as amended from time to time.

27.04 Effective January 1, 2001, upon submission of a CSA approved receipt, the University shall provide \$100.00 once annually with no carry-over provision, for the purchase of safety shoes.

[Return to Table of Contents](#)

ARTICLE XXVIII - Termination

28.01 This Agreement shall continue in effect until 30 April 2002 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 29th day of November, 2000, at Guelph, Ontario.

On Behalf of the
University of Guelph
{signatures}

On Behalf of the Canadian Union
of Public Employees, Local 1334
{signatures}

[Return to Table of Contents](#)

SCHEDULE "A"

A) WAGE RATES Effective May 1, 2000

Job Title	0-3 Month Rate	Job Rate
Miscellaneous Labour		
Launderer	14.28	15.03
Labourer	14.26	15.01
Porter	14.28	15.03
Guard	14.28	15.03
Parking Enforcement Officer	14.28	15.03
Porter/Expeditor	14.42	15.18
Launderer 2	14.59	15.36
Groundskeeper	14.59	15.36
Storeskeeper	14.59	15.36
Shipper/Receiver	14.59	15.36

Driver	14.64	15.41
Delivery/Materials Handler	14.99	15.78
Senior Storeskeeper	15.19	15.99
Grounds Machinery Operator	15.39	16.20
Nurserykeeper and Greenhouse Technician	16.47	17.34
Heavy Equipment Operator	16.47	17.34
Sanitation Equipment Operator	16.74	17.62
Athletics Facilities Operator	15.39	16.20

Custodial Services

Building Custodian 1	13.25	14.05
Building Custodian 2	14.28	15.03
Building Custodian 3	14.59	15.36
Building Custodian 4	15.20	16.00
Building Custodian 5	16.53	17.40
Lead Hand Building Custodian 1 to 4	Bldg Custodian 4 plus 5%	16.80
Truck Mount Operator	15.83	16.66

Trades

Gardener	15.68	16.51
Pest Control Operator	17.30	18.21
Painter	18.03	18.98
Spray Painter	18.55	19.53
Glazier	18.55	19.53
Plasterer	18.55	19.53
Mason/Bricklayer	18.55	19.53
Locksmith	18.55	19.53
Blacksmith	18.55	19.53
Carpet Installer/Upholsterer	18.55	19.53
Carpenter Millwright	19.25	20.26
Controls Mechanic	19.25	20.26
Machinist Millwright	19.25	20.26
Instrument Mechanic	19.25	20.26
Sign Painter	19.25	20.26
Helper 1	14.26	15.01
Helper 2	15.26	16.06
Helper 3	90.9% of appropriate trade rate	
Building Mechanic 1	16.02	16.86
Building Mechanic 2	17.30	18.21

Building Mechanic 3	18.55	19.53
Building Mechanic 4	19.25	20.26
Residence Building Serviceperson	17.91	18.85
Housekeeping Equipment Serviceperson	14.66	15.43
Residence Appliance Serviceperson	17.30	18.21
Housekeeping Equipment Mechanic	18.55	19.53
Grounds Mechanic	17.12	18.02
Residence Equipment Mechanic	18.55	19.53

Certified Trades *1

Sheet Metal Worker	18.55	19.53
Vehicle Mechanic	18.55	19.53
Electrician	19.25	20.26
Plumber/Steamfitter	19.25	20.26
Welder/Steamfitter *2	19.25	20.26
Senior Vehicle Mechanic	19.25	20.26
Refrigeration Mechanic	19.25	20.26
Carpenter *2	18.55	19.53

*1 trades requiring compulsory licensing/certification to practice the trade in Ontario

*2 Welder and Carpenter are not trades requiring compulsory licensing to practice.

0 - 3 Month Rate - 5% less than the appropriate job rate

Lead Hand Employees - appropriate job rate plus 5% of rate

Fire Prevention Officers

Probation Rate	After 3 Months	After 1 Year
\$16.67	\$17.52	\$19.09

Effective January 1, 2001

Job Title	0-3 Month Rate	Job Rate
Miscellaneous Labour		
Launderer	14.37	15.13
Labourer	14.35	15.11

Porter	14.37	15.13
Guard	14.37	15.13
Parking Enforcement Officer	14.37	15.13
Porter/Expeditor	14.52	15.28
Launderer 2	14.69	15.46
Groundskeeper	14.69	15.46
Storeskeeper	14.69	15.46
Shipper/Receiver	14.69	15.46
Driver	14.73	15.51
Delivery/Materials Handler	15.09	15.88
Senior Storeskeeper	15.29	16.09
Grounds Machinery Operator	15.49	16.30
Nurserykeeper and Greenhouse Technician	16.57	17.44
Heavy Equipment Operator	16.57	17.44
Sanitation Equipment Operator	16.83	17.72
Athletics Facilities Operator	15.49	16.30

Custodial Services

Building Custodian 1	13.44	14.15
Building Custodian 2	14.37	15.13
Building Custodian 3	14.69	16.46
Building Custodian 4	15.30	16.10
Building Custodian 5	16.63	17.50
Lead Hand Building Custodian 1 to 4	Bldg Custodian 4 plus 5%	16.91
Truck Mount Operator	15.92	16.76

Trades

Gardener	15.78	16.61
Pest Control Operator	17.39	18.31
Painter	18.13	19.08
Spray Painter	18.65	19.63
Glazier	18.65	19.63
Plasterer	18.65	19.63
Mason/Bricklayer	18.65	19.63
Locksmith	18.65	19.63
Blacksmith	18.65	19.63
Carpet Installer/Upholsterer	18.65	19.63
Carpenter Millwright	19.34	20.36
Controls Mechanic	19.34	20.36

Machinist Millwright	19.34	20.36
Instrument Mechanic	19.34	20.36
Sign Painter	19.34	20.36
Helper 1	14.35	15.11
Helper 2	15.35	16.16
Helper 3	90.9% of appropriate trade rate	
Building Mechanic 1	16.11	16.96
Building Mechanic 2	17.39	18.31
Building Mechanic 3	18.65	19.63
Building Mechanic 4	19.34	20.36
Residence Building Serviceperson	18.00	18.95
Housekeeping Equipment Serviceperson	14.75	15.53
Residence Appliance Serviceperson	17.39	18.31
Housekeeping Equipment Mechanic	18.65	19.63
Grounds Mechanic	17.21	18.12
Residence Equipment Mechanic	18.65	19.63

Certified Trades *1

Sheet Metal Worker	18.65	19.63
Vehicle Mechanic	18.65	19.63
Electrician	19.34	20.36
Plumber/Steamfitter	19.34	20.36
Welder/Steamfitter *2	19.34	20.36
Senior Vehicle Mechanic	19.34	20.36
Refrigeration Mechanic	19.34	20.36
Carpenter *2	18.65	19.63

*1 trades requiring compulsory licensing/certification to practice the trade in Ontario

*2 Welder and Carpenter are not trades requiring compulsory licensing to practice.

0 - 3 Month Rate - 5% less than the appropriate job rate

Lead Hand Employees - appropriate job rate plus 5% of rate

Fire Prevention Officers

Probation Rate	After 3 Months	After 1 Year
\$16.77	\$17.62	\$19.99

Effective May 1, 2001

Job Title	0-3 Month Rate	Job Rate
Miscellaneous Labour		
Launderer	14.61	15.38
Labourer	14.59	15.36
Porter	14.61	15.38
Guard	14.61	15.38
Parking Enforcement Officer	14.61	15.38
Porter/Expeditor	14.75	15.53
Launderer 2	14.92	15.71
Groundskeeper	14.92	15.71
Storeskeeper	14.92	15.71
Shipper/Receiver	14.92	15.71
Driver	14.97	15.76
Delivery/Materials Handler	15.32	16.13
Senior Storeskeeper	15.52	16.34
Grounds Machinery Operator	15.72	16.55
Nurserykeeper and Greenhouse Technician	16.81	17.69
Heavy Equipment Operator	16.81	17.69
Sanitation Equipment Operator	17.07	17.97
Athletics Facilities Operator	15.72	16.55
Custodial Services		
Building Custodian 1	13.68	14.40
Building Custodian 2	14.61	15.38
Building Custodian 3	14.92	15.71
Building Custodian 4	15.53	16.35
Building Custodian 5	16.86	17.75
Lead Hand Building Custodian 1 to 4	Bldg Custodian 4 plus 5%	17.17
Truck Mount Operator	16.16	17.01
Trades		
Gardener	16.02	16.86
Pest Control Operator	17.63	18.56
Painter	18.36	19.33

Spray Painter	18.89	19.88
Glazier	18.89	19.88
Plasterer	18.89	19.88
Mason/Bricklayer	18.89	19.88
Locksmith	18.89	19.88
Blacksmith	18.89	19.88
Carpet Installer/Upholsterer	18.89	19.88
Carpenter Millwright	19.58	20.61
Controls Mechanic	19.58	20.61
Machinist Millwright	19.58	20.61
Instrument Mechanic	19.58	20.61
Sign Painter	19.58	20.61
Helper 1	14.59	15.36
Helper 2	15.59	16.41
Helper 3	90.9% of appropriate trade rate	
Building Mechanic 1	16.35	17.21
Building Mechanic 2	17.63	18.56
Building Mechanic 3	18.89	19.88
Building Mechanic 4	19.58	20.61
Residence Building Serviceperson	18.24	19.20
Housekeeping Equipment Serviceperson	14.99	15.78
Residence Appliance Serviceperson	17.63	18.56
Housekeeping Equipment Mechanic	18.89	29.88
Grounds Mechanic	17.45	18.37
Residence Equipment Mechanic	18.89	19.88

Certified Trades *1

Sheet Metal Worker	18.89	19.88
Vehicle Mechanic	18.89	19.88
Electrician	19.58	20.61
Plumber/Steamfitter	19.58	20.61
Welder/Steamfitter *2	19.58	20.61
Senior Vehicle Mechanic	19.58	20.61
Refrigeration Mechanic	19.58	20.61
Carpenter *2	18.89	19.88

*1 trades requiring compulsory licensing/certification to practice the trade in Ontario

*2 Welder and Carpenter are not trades requiring compulsory licensing to practice.

0 - 3 Month Rate - 5% less than the appropriate job rate

Lead Hand Employees - appropriate job rate plus 5% of rate

Fire Prevention Officers

Probation Rate	After 3 Months	After 1 Year
\$17.02	\$17.87	\$19.44

SHIFT PREMIUMS

Shifts starting between 1200 hours (noon) and 1800 hours shall carry a premium of forty-five cents (\$.45) per hour.

Shifts starting between 1800 hours and 0600 hours the next day shall carry a premium of seventy cents (\$.70) per hour.

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

Shifts in which more than fifty per cent (50%) of the time worked falls on Sunday shall carry a premium of seventy cents (\$.70) per hour.

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

[Return to Table of Contents](#)

Memorandum of Understanding #1 - Fire Prevention Officers

Further to the Collective Agreement between the Canadian Union of Public Employees (C.U.P.E.), Local 1334 and the University of Guelph, it is agreed that the following shift schedule for Fire Prevention Officers (F.P.O.'s), which commenced as a trial period on January 6, 1997, shall continue in effect, provided the parameters for F.P.O.'s outlined below are maintained and provided the three (3) F.P.O.'s (Officer "A"; Officer "B"; Officer "C") continue to be employed in the capacity of F.P.O.:

Parameters:

- (1) Average forty (40) hours per week;
- (2) Hours of coverage - 08:00 hrs. - 22:00 hrs.;
- (3) Days of coverage - Monday to Friday;
- (4) No gaps in coverage, except during vacation periods, as approved by Manager/Director;

- (5) One (1) F.P.O. must always be available for day-time coverage;
- (6) Only one (1) F.P.O. will normally be scheduled off at any one time;
- (7) All overtime must be approved by the Manager/Director;

12 Hour Shift Schedule for F.P.O. "A" and F.P.O. "B" (assuming F.P.O. "C" remains on an 8 hour shift schedule (08:00 hrs. to 16:00 hrs))

(1) Normal Hours of Operation: Monday to Friday, 10:00 hrs. To 22:00 hrs. All shifts will revert to an 8 hour shift schedule, if the number of F.P.O. staff changes from the present level of three (3) officers; See shift schedule attached. However, it is agreed that prior to implementing this change, discussions with the Union will occur;

(2) During vacation periods, days off in lieu, sick-leave, etc., F.P.O. "A" and "B", will adjust their schedule to maintain the required daytime coverage (i.e.. 08:00 hrs. To 20:00 hrs);

(3) Normally, only one (1) of the three (3) FPO's will be scheduled on vacation at any one time;

(4) Without prejudice or precedent to the University's position that bargaining unit members (including FPO's) are not guaranteed work on any Paid Holiday, at this time we will agree to schedule one (1) FPO on the following Paid Holidays: Victoria Day; Canada Day; Civic Holiday. It is agreed that the hours of work on these days will be 08:00 hrs - 16:00 hrs.

Further, without prejudice or precedent to the University's position that bargaining unit members (including FPO's) are not guaranteed work on any Paid Holiday, at this time we will agree to schedule two (2) FPO's on the following Paid Holidays: Good Friday; Labour Day; Thanksgiving Day. It is agreed that the hours of work on these days will be 08:00 hrs - 16:00 hrs.

Each of the current three (3) FPO's will be scheduled to work three (3) Paid Holidays each, however individuals may agree to "shift-change" provided there are no additional costs to the University generated by this arrangement.

At this time it is not the intention of the University to schedule any FPO's to work on: Christmas Eve; Christmas Day; Boxing Day; New Year's Eve; New Year's Day. Compensation for these days will be as per the Collective Agreement (i.e.. 8 hours straight time pay).

For clarification of Paid Holidays, it is understood that an employee who does not work on a Paid Holiday outlined in clause 16.01, will receive eight (8) hours straight time pay. As per clause 16.07, an employee who works on a Paid Holiday will receive two (2) times his or her normal rate for all hours worked plus an additional eight (8) hour statutory holiday pay.

(5) Further, notwithstanding the mutual benefits derived from joint consultation, it is agreed that F.P.O.'s are covered by the full terms and conditions of the Collective

Agreement including Article XXI. It is understood that this arrangement will not increase the University's costs. Therefore Articles XIV, XV, XVI, XVII, and XIX refer to an eight (8) hour day unless stipulated as a calendar day, in these or any other articles of the Collective Agreement.

(6) F.P.O. "C" will agree to work an eight (8) hour shift schedule 08:00 hrs. To 16:00 hrs., Monday to Friday.

12 Hour Shift Schedule

Week 1

officer	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
"A"	10-10	10-10	10-10	off	off	off	off	=36hrs
"B"	off	off	10-10	10-10	10-10	off	off	=36hrs

Week 2

officer	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
"A"	10-10	10-10	10-10	10-10	off	off	off	=48hrs
"B"	off	off	10-10	10-10	10-10	off	off	=36hrs

Week 3

officer	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
"A"	10-10	10-10	10-10	off	off	off	off	=36hrs
"B"	off	10-10	10-10	10-10	10-10	off	off	=48hrs

Officer "C" - 8 Hour Shift Schedule

officer	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
"C"	8-4	8-4	8-4	8-4	8-4	off	off	=40hrs

SIGNED this day of , 2001, at Guelph, Ontario.

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

Memorandum of Understanding #2 - Scholarship Plan

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 day of 2001, at Guelph, Ontario.

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

Memorandum of Understanding #3 - Staff Development

In the interests of employee development, the University will post all temporary jobs of

greater than six (6) months duration created by the temporary absence of the regular incumbent. Full-time employees may apply for these positions and the successful candidate shall return to their regular position upon completion of the temporary assignment. The acceptance of any employee must be operationally practical and selection will be in accordance with clause 12.05. It is understood that only one consequential temporary assignment need be posted.

SIGNED this day of 2001, at Guelph, Ontario.

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

Memorandum of Understanding #4 - Athletic Fee Subsidy

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 day of 2001, at Guelph, Ontario.

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

Memorandum of Understanding #5 - 10 Hour Shift Schedule

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 2001, at Guelph, Ontario.

On behalf of the		For the Canadian Union of
University of Guelph		Public Employees, Local 1334

Memorandum of Understanding #6 - Benefit Changes

Written submissions for recommendations for benefit changes will be submitted to the Vice-president of Administration by no later than January 15, 2000. The first meeting will be no later than February 1, 2000 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 2001, at Guelph, Ontario

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

Memorandum of Understanding #7 - Work Clothing

Further to the Collective Agreement between the C.U.P.E. Local 1334 and the University of Guelph, it is agreed that the University will continue its current practice regarding work clothing.

Signed this day of 2001, at Guelph, Ontario.

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

Memorandum of Understanding #8 - Licenses/Certificates

Further to the Collective Agreement between the University of Guelph and the Canadian Union of Public Employees, Local 1334, the University agrees to reimburse any CUPE 1334 member, who as a requirement of his/her position with the University, must update his or her licenses/certificates in order to be qualified and able to complete the requirements of his/her position, the cost of such license/certificate renewal.

Signed this day of 2001, at Guelph, Ontario.

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

Memorandum of Understanding #9 - Apprenticeship Program

Further to the Collective Agreement between the Canadian Union of Public Employees, Local 1334, and the University of Guelph, it is agreed that the following conditions and requirements will apply with respect to a trades apprenticeship program within Physical Resources.

(a) Introduction and ongoing support of a trade's apprenticeship position(s) will be established/maintained at the sole discretion of the University. Should circumstances require a change in, or termination of, the apprenticeship program, the University and CUPE 1334 shall meet to discuss these changes prior to implementation.

(b) Applicants for available apprenticeship positions will be sought through the posting procedure as per the collective agreement.

(c) Selection criteria for consideration of candidates to an apprenticeship position will include completion of Grade 12 or equivalent, suitable employment record and demonstrated evidence of continuing education. Prior to final selection, all applicants being considered will be required to undertake and successfully complete aptitude testing for the applicable trade.

(d) Aptitude testing noted in item 3 will be conducted by an external agency who will report the individual applicant's results to the applicant and to the University.

(e) Wage rate for apprentices shall be as follows:

Year 1 of Apprenticeship	60% of applicable trade rate
Year 2 of Apprenticeship	65% of applicable trade rate
Year 3 of Apprenticeship	70% of applicable trade rate
Year 4 of Apprenticeship	80% of applicable trade rate
Year 5 of Apprenticeship	90% of applicable trade rate

(f) Following acceptance into the apprenticeship program, there will be an initial three

(3) month trial period during which either part (employee or University) may withdraw and/or cancel the program. In such circumstances, the apprentice shall be returned to the regular full-time bargaining unit position he/she held prior to commencement of the apprenticeship.

(g) Should the apprentice not successfully complete an in-class module, subject to Ministry and/or College policy/regulations, the apprentice will be allowed a second attempt to complete the module in a time period specified by the University and ministry and/or College policy/regulation. Should the apprentice not successfully complete the in-class module on the second attempt, the apprentice will be removed from the program. In such circumstances, alternate employment, if any, will be in accordance with paragraph 8.

(h) Except as noted in paragraph 6, should the apprentice leave the program for any reason or the University cancel the apprenticeship program for any reason, the following will apply:

(i) If the apprentice was hired from outside the University, employment will be terminated subject to any applicable notice requirements.

(ii) If the apprentice held a position within the CUPE bargaining unit immediately prior to commencing the apprenticeship program, the apprentice will be placed in a vacant and available bargaining unit position subject to qualifications and seniority.

If there is no suitable position available, the apprentice will be placed on unpaid status until a suitable bargaining unit position becomes available.

(i) During the in-class module periods, the University will maintain the apprentice's salary and benefits at the applicable rates.

(j) Tuition expenses for in-class modules not subsidized by external sources, will be paid for by the University. Reimbursement of tuition will be upon successful completion of the module.

(k) Incidental fees, exam fees, textbooks and learning materials will be the responsibility of the apprentice.

(l) While continuing in the apprenticeship program, the apprentice shall not normally be permitted to apply for other on-campus positions.

Signed this day of 2001, at Guelph, Ontario.

On behalf of the
University of Guelph

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

Letter of Understanding #1 - Prescription Protective Eyewear

Further to the Collective Agreement between the University of Guelph and the

Canadian Union of Public Employees, Local 1334, the new procedure for obtaining CSA-approved prescription protective eyewear, dated August 24, 1998, will apply to C.U.P.E. 1334 members as defined in the procedure.

Signed this day of 2001, at Guelph, Ontario.

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

[Return to Table of Contents](#)

Letter of Understanding #2 - Health and Performance Centre

The University shall, on a one-time only basis, and subject to program continuance and program availability, during the life of this Collective Agreement, to reimburse CUPE 1334 members, 75% of the cost of one of the following consultation programs: "Fitness Program Development with Training Courses" or "Fitness and Nutrition success Package 1: "Get on Track" or "Getting Started with Fitness and Nutrition" or "Exercise Fitness Program Development", at the University of Guelph Health and Performance Centre. Current costs associated with this consultation range from \$65.00 to \$399.00 per employee (based on 100% associated costs).

Signed this day of 2001, at Guelph, Ontario.

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

[Return to Table of Contents](#)

Letter of Understanding #3 - Early and Safe Return to Work

The parties acknowledge the shared benefits to the University and to employees of an early and safe return to work of an employee who has been absent due to WSIB Lost Time, short-term sick leave; long-term disability and bona fide medical requests for workplace accommodation.

As such the parties are committed to the following:

1. A copy of the Employers' Report of Injury or Disease (Form 7) will be forwarded to the CUPE Local 1334 campus office within five (5) working days of submission to the Workplace Safety and Insurance Board.
2. The University will notify the Union within five (5) working days of any bargaining unit member who has been issued with a LTD application kit.
3. To assist employees in the early and safe return to work, the parties will utilize a Joint Return to Work Committee. Terms of Reference for this committee will be attached as Appendix 'A'.

4. A communication plan will be developed by the Joint Return to Work Committee.

Signed this day of 2001, at Guelph, Ontario.

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

Appendix 'A' - Cupe 1334 and the University of Guelph Joint Return to Work Committee

Terms of Reference

Objective: To assist in an early and safe return to meaningful work of an employee who has been absent due to WSIB Lost Time; short-term sick-leave; long term disability and bona fide medical requests for workplace accommodation.

1. Membership: Committee membership will be comprised as follows:

(a) Up to and as required three (3) members from the bargaining unit (designated by the local).

(b) Up to and as required three (3) members from the management group (designated by the University). One of which will be the Occupational Health and Wellness Administrator.

(c) Each party will be responsible for establishing their Co-chairs.

(d) In the interests of consistency, normally committee members will be expected to serve a minimum of two (2) years.

2. The committee will meet as required or within five (5) days of a request by either co-chair.

3. The "Return to Work" flowchart, as attached, will guide the Committee's deliberations.

4. In order to meet its objective, the Committee will utilize the applicable and appropriate legislation and correspondence and other relevant information as related to the specific case including: doctor's recommendation, advice as provided the Occupation Health Services, and the applicable provisions of the Collective Agreement.

5. The Committee will act in the capacity of facilitator/mediator in assisting to resolve case-specific return-to-work issues. The Committee may request the assistance of the employees' supervisor and other resources (both internal and external) to assist them.

6. Orientation and ongoing training (as identified by the Committee) will be provided through Occupational Health Services.

7. All matters, information and Committee discussion, will be held in a confidential manner.

8. The Committee will have the authority to develop specific guidelines including defining functions, roles and responsibilities of the Committee, employees and supervisors.

9. It is understood that the Joint Return to Work Committee meetings will be held during regular University working hours at no loss of pay to committee members.

Return to Work Flowchart (CUPE Local 1334)

[This table is an inexact reflection of the table in the agreement]

	1) Illness	2) Workers Safety Insurance Board	3) Long Term Disability	4) Long Term Accommodation
		medical restrictions (if required)		
		5) Regular Classification		
short term return to regular duties		6) Modified Duties within Job Classification		
		7) Modified Duties within Dept.		
		8) Modified Duties within Directorate		
		9) Modified Duties on campus		
		10) Modified Duties on campus outside B/U subject to other B/U discussion		

**11) Permanent
Modified Work****Notes:**

- 1) represents any form of short-term illness prior to becoming Long Term Disability
- 2) absence related to Workers Safety insurance Board claims
- 3) absence that has extended to meet the Universities Long Term Disability Framework
- 4) accommodation of permanent modified work
- 5) normal return to the individuals regular classification
- 6) return to regular job within job classification with short-term medical restrictions
- 7) short-term accommodation within the individuals department
- 8) short-term accommodation within the Directorate
- 9) short-term accommodation on campus
- 10) short-term accommodation on campus outside bargaining unit
- 11) implies permanent accommodation

[Return to Table of Contents](#)**Letter of Understanding #4 - Job Registry**

Further to discussions during the 2000 round of negotiations concerning a Provincial Job Registry program, it is understood that in the event that the provincial government takes the initiative in this respect, or contingent upon agreement of more than 50% of the southern Ontario Universities to participate in such a program, the University will make every reasonable effort to work with the government and other universities in this initiative.

It is clearly understood that by agreeing to such participation, the University is not able to commit to any additional resources, human or fiscal, in connection with this program.

Signed this day of 2001, at Guelph, Ontario.

On behalf of the
University of Guelph

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

[Return to Table of Contents](#)