

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



**EXPIRY DATE:.**

**April.30, 2013**

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AGREEMENT BETWEEN  
THE UNIVERSITY OF GUELPH  
(hereinafter called the "University")  
OF THE FIRST PART  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1334  
(hereinafter called the "Union")  
OF THE SECOND PART

Now, therefore, the parties are agreed as follows:

ARTICLE 1 – DEFINITIONS

- 1.01 "Employee" means an employee of the University included in the bargaining unit defined in paragraph 3.01.
- 1.02 Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included.
- 1.03 "Day" means working day for the individual concerned unless otherwise specifically stipulated. In the case of grievance administration, "day" means a working day in the University's Human Resources unless otherwise defined.
- 1.04 "Vacation year" means the period from January 1<sup>st</sup> to December 31<sup>st</sup> 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.

## ARTICLE 2 – PURPOSE

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

## ARTICLE 3 – 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 forepersons, 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 28<sup>th</sup>, 1974, issued to the USW Local 4120, persons regularly employed for not more than (16) hours per week and students.
- 3.02 Should any new position(s) be established within the University which the Union claims to fall within the bargaining unit defined in paragraph 3.01 hereof, the question as to its inclusion or exclusion from the bargaining unit shall be determined by mutual agreement, or in the absence of such agreement, by resort to the Grievance and Arbitration Procedure provided in this Agreement.
- 3.03 Supervisory personnel shall not perform work done by bargaining unit personnel except for purposes of instruction, or when bargaining unit members 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.
- 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.
- 3.05 (a) The maintenance of the interior and exterior of buildings and grounds on Campus, including any new construction on the campus at Guelph, is the responsibility of Physical Resources and/or Student Housing Services. As a result, Physical Resources and/or

Student Housing Services staff may be assigned to work in any facility or area on the main campus.

(b) The University shall inform the Union Local of any significant construction potentially impacting the bargaining unit. Upon receipt of such notice, the Union may request in writing that Staff Relations convene a Union/Management meeting in order to provide the Union Local with the opportunity to discuss the impact, if any, on the bargaining unit.

(c) The parties shall meet at least twice per calendar year (normally in March and November unless the parties mutually agree to an alternate month(s) to meet) to discuss the issues or concerns the Union may have with services being contracted out by the University or to discuss staffing plans for any new building or facility. The Union will advise the University at least 20 days in advance of such meetings the specific issues, concerns or services to be included on the agenda. Following receipt of such agenda items, the University shall make available to the Union relevant information, except costs, in its possession, at the time of the request, or which it can reasonably obtain, that may be required in order to discuss the services that are undertaken or tendered, and in the case of new buildings or facilities, information with respect to square footage and anticipated maintenance activities, with the exception of information that is subject to privacy under policy or privacy legislation.

(d) Work currently performed by regular full-time employees covered by the terms of this agreement shall not be contracted out if, as a result, a current regular full-time employee is laid off.

#### ARTICLE 4 – MANAGEMENT FUNCTIONS

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

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees provided that a claim of discriminatory promotion within the bargaining unit, demotion or layoff or that an employee has been suspended, discharged or otherwise disciplined without just cause, may be treated as a grievance as provided under the Grievance Procedure
- (c) Maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
- (d) Generally manage the University and without restricting the generality of the foregoing, determine the number of personnel required from time to time, the

standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of the University not otherwise specifically dealt with elsewhere in this Agreement which may become the subject of discussion between the Union and the University in accord with paragraph 5.02 of this Agreement.

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

#### ARTICLE 5 – RELATIONSHIP

5.01 (a) The parties to this Agreement agree that there shall be no harassment, discrimination, intimidation, restraint, or coercion exercised in any respect against any employees such as that of age, disability, race, creed, colour, national origin, record of offences unless the record of offence is a reasonable and bonafide requirement or qualification because of the nature of the job, religious belief, political affiliation or activity, sex, class back-ground, marital or family status (which includes common-law or same sex relationships) 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 Staff Relations Section of the Human Resources Division. Employees may be accompanied by their Union representative as appropriate. Should a situation or 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 changes in conditions of employment or working conditions not governed by this Agreement. Therefore, in accord with the principles as herein above established, the parties agree as follows:

(a) Meetings between the Union and the University may be held as required at times as mutually agreed but no more than once monthly. The party requesting the meeting shall make the request in writing at the same time advising the other party of the matters it wishes to discuss, and

(b) Upon notification, a meeting shall be convened within ten (10) days.

(c) Either party may be represented by up to six (6) employees or more if mutually agreed.

5.03 The University acknowledges that employees who have completed their probationary periods have the right to review their Human Resources files not more than once every six

months (January – June; July – December). In order to do so, employees are to submit their requests in writing to the Staff Relations section of Human Resources. An appointment to review the Human Resources file will normally be arranged within *(two)*<sup>2</sup> 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 Staff Relations. It is further understood that any employee will be free to submit written, relevant explanations for inclusion in his or her Human Resources file. Notwithstanding the above, in the event that the Union raises a formal issue with regard to an employee, an exception shall be made to have the file reviewed at that time, subject to the notice provisions outlined above.

#### ARTICLE 6 – SECURITY OF THE BARGAINING UNIT AND DEDUCTION OF DUES

- 6.01 The University shall deduct from the wages of temporary full-time employees, probationary employees and regular full-time employees 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 each pay and shall be forwarded with ten (10) days of 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.
- 6.05 Subject to supervisory approval and operational requirements, when a new regular full-time employee to the University commences a bargaining unit position, or a new temporary full-time employee commences a bargaining unit appointment, an Officer of the Union will be provided with up to thirty (30) minutes within regular working hours to provide the new employee with a copy of the Collective Agreement and a brief overview of the role of CUPE 1334 at the University of Guelph. Temporary full-time employees will participate in one (1)

orientation regardless of the number of appointments he/she may have. This orientation will occur within the first month of employment in the bargaining unit.

#### ARTICLE 7 – NO STRIKE, NO LOCKOUT

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

#### ARTICLE 8 – COMPLAINT PROCEDURE

8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that any employee has no grievance until the employee has first given the appropriate immediate supervisor concerned, with or without a Union Steward of the employee's choice, an opportunity to adjust the complaint. If an employee has a complaint, it shall be discussed with the appropriate immediate supervisor within five (5) days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The appropriate immediate supervisor shall be allowed five (5) days to seek information and advice and to communicate the answer to the complainant. Failing settlement, it may then be taken up as a grievance within five (5) days following advice of the supervisor's decision. For employees whose regularly scheduled shift commences at 1600 hrs. or later, the time limits outlined above will be extended to seven (7) days.

#### ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 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 the Deputy Chief Steward, any one (1) member of the Executive Committee may perform the functions of the Chief Steward.

##### 9.02 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 with five (5) days following the presentation of the grievance.

**9.03 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.

**9.04 Step 3**

If not then settled at Step 2, the written grievance may be submitted by the grievor and the Chief Steward to the Assistant Vice-president, Human Resources or designate within five (5) days after the decision in Step 2. The Assistant Vice-president, Human Resources, or designate, shall meet with the grievance committee, hereinafter constituted within fifteen (15) days following the presentation of the grievance. There may be present a representative of the Union if requested by either party and such others as the Assistant Vice-president, Human Resources, or designate, considers necessary. The Assistant Vice-president, Human Resources, or designate shall render a decision in writing to the chairperson of the Union Grievance Committee and the grievor within five (5) days following the above meeting.

**9.05 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.

**9.06** The time limits mentioned in both the grievance and complaint procedure may be extended by agreement between the Union and the appropriate University official and must be

confirmed in writing. Where no such agreement has been made or where an agreed extension has expired:

(a) The Union Grievance Committee may proceed to the next step of the procedure if the appropriate University official exceeds the time allowed to act,

(b) The University may consider the grievance abandoned if the Union exceeds the time allowed to act.

**9.07 Policy and Group Grievances**

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

(a) a matter of policy, interpretation or general application of the Collective Agreement arising from a decision of the central University administration,

or

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

or

(c) an action of the Union's considered prejudicial by or to the University may be lodged by the grieving party at Step 3 by convening or demanding the convening of a meeting as outlined at Step 3 within twenty (20) days of the occurrence complained of. If a mutually agreeable solution cannot be reached at such meeting, then the grieving party may demand the matter be taken to arbitration by notice in writing to the other within fifteen (15) days following such meeting. Should the grieving party exceed the above time limit, the grievance shall be considered to have been abandoned. Grievances permitted by this clause shall be lodged by the University with the Union Local President and by the Union with the Assistant Vice-president, Human Resources or designate. It is expressly understood that this procedure may not be used with respect to a situation primarily affecting any employee which such employee could raise as an individual grievance thereby by-passing the regular grievance procedure. It is further understood that the provision for the extension of time limits by agreement shall apply to this Article.

(d) where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately, they must present a group grievance in writing at step two of the grievance procedure.

**9.08** Nothing herein shall be deemed to preclude an employee from discussing problems personal or job related, with line supervision or members of Human Resources as appropriate. Any discussions between a representative of the University and the grievor(s) directly related to an outstanding grievance as defined in this article must be with Union representation.

- 9.09 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.
- 9.10 An employee shall have the right to have his/her steward present at any discussion which the supervisor has identified as disciplinary in nature. The supervisor will encourage the employee to exercise his/her right to be accompanied by a steward, if the employee so chooses.

#### ARTICLE 10 – SPECIAL PROVISION RE: DISCHARGE, SUSPENSION, & DISCIPLINE

- 10.01 The discharge of a probationary employee will be subject to a lesser standard of just cause.
- 10.02 The termination of employment of an employee at the end of a predetermined period or on completion of a specific project for which the employee was hired shall not be the subject of a grievance. Where a person is hired for such a predetermined period or for such a specific project, the employee and the Union shall be so informed in writing as to the date of hire and the termination date. The provisions of this paragraph shall not be applied to established positions except in the case of the temporary absence of the regular incumbent.
- 10.03 Where an employee is discharged after the completion of the probationary period and other than in accordance with paragraph 10.02 hereof, the following procedure will apply:
- (a) The University shall not discipline, suspend or discharge an employee without just cause.
  - (b) The University recognizes the principle of progressive discipline and shall utilize such an approach when addressing issues requiring a disciplinary response. It is acknowledged that disciplinary action may be subject to challenge through the grievance procedure.
    - i) The University shall, in the process of progressive discipline, use verbal and/or written warnings. In such cases, the employee shall be clearly informed that it is a verbal or written warning.
    - ii) A written disciplinary warning shall precede more serious disciplinary action (i.e. suspension or discharge), except in the case of gross misconduct. The written disciplinary warning shall include a description of the improvement required and identify a time period in which to demonstrate the required sustained improvement in the area of concern.
  - (c) When an employee is to be suspended or discharged, such discipline shall normally be imposed at a meeting specifically convened for this purpose. The employee shall be accompanied to such meeting by a Union Steward. A copy of the suspension or discharge letter shall be provided to the Union within three (3) days of such meeting.
- 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 When an employee is suspended, the employee and the Union shall be informed in writing of such suspension within two (2) working days.
- 10.07 The record of an employee shall not be used against the employee at any time after twenty-four (24) months following a disciplinary suspension. The record of an employee shall not be used against the employee at any time after eighteen (18) months following other disciplinary action, including letters of reprimand. Any further disciplinary action during the above noted time frames will result in all letters remaining in the employee's file, unless the employee has kept his/her record clear during such periods.
- 10.08 The Director of Staff Relations or designate, may upon request from the Union, agree to reduce the time frames specified in 10.07, provided that the employee who was the subject of such discipline has demonstrated a significant improvement in the area of behaviour(s) that resulted in such disciplinary action being taken. The denial of such request shall not be the subject of a grievance.

#### ARTICLE 1 ■--ARBITRATION PROCEDURE

- 11.01 When either party to this Agreement demands that a grievance be submitted for arbitration, they shall make such a demand in writing addressed to the other Party to this Agreement.
- 11.02 (a) The arbitration procedure incorporated in this Agreement shall be based on the use of a single Arbitrator selected on a rotating basis from a panel of five (5) Arbitrators set out below or a Board of Arbitration as set out in Article 11.02 (d):
- |               |                |
|---------------|----------------|
| Louisa Davie  | Paula Knopf    |
| Jane Devlin   | William Kaplan |
| Steve Raymond |                |
- (b) After selection of the Arbitrator from the above noted rotation, the parties, by mutual agreement, may elect to request the Arbitrator "mediate" the dispute in an effort to avoid an arbitration hearing.
- (c) It is agreed that if the parties are unable to mediate a resolution, then the Mediator will assume the role of Arbitrator and a hearing will be scheduled.

(d) The parties by mutual agreement, may agree to establish a Board of Arbitration in respect of any grievance submitted for arbitration. In such a case the parties shall each appoint a nominee to the Board of Arbitrators and the Chairperson of the Board of Arbitration will be one of the Arbitrators set out in Article 11.02(a). However, should either party fail 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 provisions of Article 11 apply to a Board of Arbitration.

- 11.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 11.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify, add to or amend any part of this Agreement.
- 11.06 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 11.07 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expenses, if any, of the Chairperson of the Arbitration Board.
- 11.08 The party demanding arbitration shall be responsible for informing any third party likely to be adversely affected:
- a) of the time and place of the sitting of the Board of Arbitration,
  - b) of the matter to be placed before the Board, and
  - c) of the right of that third party to be present and represented.
- 11.09 The provisions of Article 11.02 herein may be waived should the parties agree to the appointment of a single arbitrator as provided in the Labour Relations Act.

#### ARTICLE 12 – SENIORITY

- 12.01 The purpose of this Article is the provision of increased job security and increased protection of accrued benefits in relation to the length of employment.
- 12.02 A new employee shall be on probation until completion of three (3) months continuous employment.
- 12.03 All new employees who have completed the probationary period shall have seniority as from their last date of hiring.

- 12.04 The University agrees to maintain up-to-date seniority information and shall provide to the Union up-to-date seniority lists every four (4) months. The seniority list shall show the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, seniority shall be determined based on the date of the official offer letter from Human Resources. Union officials may have access to up-to-date seniority information on an "as required" basis.
- 12.05 The University acknowledges the desirability of promotion and career progression within the bargaining unit. Therefore in all cases of promotion, demotion or reclassification within the bargaining unit, consideration shall be given to skill, efficiency and job ability. Where, in the opinion of the University which shall not be exercised in an arbitrary or discriminatory manner, these factors are relatively equal, seniority shall govern. Therefore only after applicants with seniority and qualifications will others be considered.
- 12.06 (a) "Layoff" means a separation or cessation of employment because of lack of work, or availability of work in the bargaining unit.

"Bump" means a process where an employee exercises their seniority and displaces an employee with the least seniority in any classification for the purpose of avoiding a layoff.

The University will advise the Union with as much notice as reasonably possible and no less than two (2) months in advance of a layoff. Following this notification, the Union may request a Union/Management meeting, which will be held no later than two (2) weeks following the date of the request.

(b) Probationary, temporary, and part-time employees shall be laid before the layoff of a regular full time employee performing the same job.

(c) The University will give employees who have completed their probationary period notice of layoff according to the follow 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 or more – 20 working weeks,

(d) An employee who is subject to a layoff shall, seniority permitting, have the right to the following:

- i. Irrevocably waive their bumping rights, accept a layoff, and be placed on the recall list; or

- ii. Be transferred to a vacancy as identified by the University, in any classification in the bargaining unit, provided he/she has the qualifications and abilities, to perform the job at the time of receipt of the notice of layoff, without training other than orientation; or
- iii. Bump an employee who has lesser seniority and who is least senior in any classification in the bargaining unit, provided they have the qualifications and abilities, to perform the **job** at the time of notice of layoff, without training other than orientation.

(e) An employee who elects to bump an employee who has lesser seniority as outlined above [12.06(d) (iii)] must notify the University of his/her intention, in writing, no later than the end of ten (10) working days, following receipt of the notice of layoff. Failure to notify the University of such intention, without furnishing satisfactory reasons, will be deemed to constitute a waiver of the employee's bumping rights and an acceptance of layoff.

(9) An employee on layoff will be entitled to remain on recall for a period of twenty-one (21) months.

(g) An employee with seniority, who elects not to bump an employee with less seniority and accepts a layoff, shall be recalled by seniority to any classification provided they have the qualifications and abilities to perform the job. Employees on recall retain the right to refuse any temporary or permanent recall outside of the classification from which they were laid off, which will not affect their status.

(h) An employee on layoff will be offered recall to any new or vacant temporary or full-time position in the bargaining unit, provided they have the qualifications and abilities to perform the job. An employee recalled to a temporary project/assignment shall be treated as a regular full-time employee however shall not be eligible for notice of layoff as stated in 12.06 (c) at the completion of temporary/project assignment.

(i) An employee who bumps under this Article shall have the right to recall to their former classification, if such becomes available, within six (6) months from the date of bumping into the job. **The** job, in such instances, will not be posted.

(j) The University will supply in writing to the Union advance notification of each regular employee recalled to work following a period of layoff.

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

- (a) voluntarily leaves the employ of the University;
- (b) is discharged and is not reinstated through the Grievance or Arbitration Procedure;
- (c) is absent from work without permission and without a reasonable explanation for failing to seek such permission for five (5) consecutive working days;

- (d) without reasonable explanation, fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (e) fails to return to work within seven (7) working days after being recalled from layoff by notice sent by registered mail or direct courier, with a copy to the Union, to his/her address on the records of the University, 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.

12.08 It shall be the duty of the employee to notify the University promptly and in writing, of any change in address or telephone number. If an employee fails to do this, the University shall not be responsible for failure of a notice by phone or registered mail or direct courier to reach such employee.

12.09 (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 13, an employee shall not be transferred between classifications without prior consultation with the Union.

(c) A regular full-time employee who successfully applies to a temporary full-time secondment opportunity outside the Bargaining Unit, shall be deemed to retain his/her seniority accrued prior to commencing the secondment outside of the Bargaining Unit, for a period of up to one (1) year from leaving the unit. Dues deductions will cease during the period of secondment outside of the Bargaining Unit and the employee's name shall not appear on the seniority list. Upon return to his/her regular full-time bargaining unit position, they will recommence accruing seniority.

12.10 It is agreed that on occasion the University may require staff for specific assignments/projects of a predetermined and limited duration not to exceed **twenty-four (24)** months.



- (a) Should the temporary assignment/project be identified by the University, as a renovation/restoration or new construction project, the following process will apply:
- (i) The University may offer a temporary position to any qualified regular full-time bargaining unit member, to a maximum of twenty-four (24) months. The selection of the qualified employee will be **based** on the opinion of the University, after assessing the skill, efficiency and job ability of potential candidates. Without foregoing the University's right to assign work as outlined in Clause 4.01, the employee retains the right to decline such opportunity. Should no bargaining unit member accept the temporary assignment/project, then the University may post and fill the position externally. Any bargaining unit member accepting a temporary assignment/project within the bargaining unit, will remain within the bargaining unit with all rights and privileges as outlined in the collective agreement.
  - (ii) Upon acceptance by a regular full-time bargaining unit member of a temporary assignment/project, then the incumbent's position may be filled on a temporary basis. Posting will be in accordance with Article 13.01. It is further understood that only one consequential temporary assignment need be posted. It is understood that regular full-time incumbents will return to their former positions upon completion of the temporary assignment/project. An employee may at any time indicate in writing that they wish to return to their former position prior to completion of the assignment/project. No less than two (2) weeks written notice to the appropriate Department Head or designate will be required.
  - (iii) The incumbent who is successful for the consequential posting will not apply for any temporary full-time opportunities for a maximum period of one (1) year or the length of the assignment/project, whichever is lesser.
- (b) Should the temporary assignment/project be identified by the University as anything other than that described in part (a) above, then the following process will apply:
- (i) Any temporary assignment/project of greater than three (3) months duration will be posted as per Article 13.01'
  - (ii) Upon approval of his/her supervisor, any regular full-time bargaining unit member may apply to such postings. Normally the denial of such request will be based on operational requirements. However approval will not be unreasonably withheld. Grievances that may result from the above, may be processed to, but not beyond Step 3 (including mediation), of the Grievance procedure.
  - (iii) Upon acceptance by a regular full-time bargaining unit member of a temporary assignment/project then the incumbent's position may be posted on a temporary basis as per article 13.01 for the length of the assignment/project. It is understood that

incumbents will return to their former positions upon completion of the temporary assignment/project. In situations whereby the temporary full-time assignment was to cover in the absence of a regular full-time incumbent, then it is understood that the temporary full-time assignment terminates upon the return of the regular full-time incumbent. An employee may at any time indicate in writing that they wish to return to their former position prior to completion of the assignment/project. No less than two (2) weeks written notice to the appropriate Department Head or designate will be required.

- (c) 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.
  - (d) 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 (eg. staff development opportunities, approved leave of absence, parental leave, sick leave, long-term disability, Workplace Safety Insurance Board injuries).
- 12.11 Within ten (10) days of receipt of the employee data form 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.
- 12.12 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, 1<sup>st</sup> Vice-President, 2<sup>nd</sup> Vice-president, Recording Secretary, Secretary-Treasurer, Chief Steward, Deputy Chief Steward and a maximum of three pre-designated committee chairpersons, one of which shall be the Chair of the Health and Safety Committee, provided the University is kept informed in writing of their names and positions.
- 12.13 (a) Without restricting its right to determine the methods by which services are to be provided, and in order to exercise its rights 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.

12.14 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) or College(s) if such merger/amalgamation will have a foreseeable impact on its members.

12.15 All active employees will have their contributions recognized by their department during the calendar year they complete:

- i) fifteen (15) years of service; and
- ii) at five (5) year intervals beyond fifteen (15) years of service

Such form of recognition shall be at the department's discretion.

### ARTICLE 13 – JOB POSTING

13.01 (a) The University will advise the Union of the status of vacant regular full-time positions which the University does not intend to fill immediately ("immediately" being defined, for this purpose, as within 30 to 60 calendar days) following the position becoming vacant. Where the University decides to fill a vacancy in the bargaining unit, the following process will apply:

All vacancies for full-time positions shall be posted for seven calendar days prior to the appointment of a regular incumbent. Such advertisement shall be dated, shall show the job title, job requirements, the applicable salary band, the position number, shall include the initial shift assignment and the initial work location, and shall indicate whether this is an original vacancy or one consequential from the appointment of an employee to an original vacancy.

The University will advise the Union in advance that a vacancy will be advertised externally in conjunction with the internal posting.

Any employee may apply for an advertised vacancy directly to Human Resources, 5<sup>th</sup> floor, University Centre 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 CUPE Local 1334."

Vacancies approved for posting will be posted within 30 days of such approval being received in Human Resources.

The University will advise the Union by email of the names of bargaining unit applicants selected to be interviewed for a posted vacancy.

- (b) In cases where the appointment of a lead-hand or a reclassification must be made from within the existing work group of employees (ie. no vacancy exists), the opportunity will be posted within the affected work group/area only.
  - (c) In cases where the University elects to not fill a posted vacancy, and where applications have been received, the University will notify the Union, in writing, of its reasons not to fill such vacancy.
- 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 other former position and wage without loss of seniority.
- 13.03 Consideration for posted positions within the bargaining unit will be given to the senior applicant who is preparing for job related qualifications prior to the posting of a vacancy. It is understood that the provisions of this clause are not intended to limit the provisions of Article 12.05.
- 13.04 The Union shall be notified of all appointments, layoffs and recalls from layoff within the bargaining unit.
- 13.05 The University shall prepare a new job description whenever a job is created or whenever the duties or a job change substantially. When the duties of any job are changed; increased or decreased, or when a new job is created or established, the evaluation of the position shall be determined **by** the Joint Job Evaluation Maintenance Committee. If the Joint Job Evaluation Maintenance Committee is unable to reach consensus, Article 8 of the Maintenance Manual, dated April 16, 2002 will apply. The new rate shall become retroactive to the time the new position was first filled by the employee or in accordance with Article 10.3 and 10.4 of the Maintenance Manual.
- 13.06 The University shall provide, within the term of this Agreement, to the Union a description of the 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.

## ARTICLE 14 – LEAVE OF ABSENCE

- 14.01 The University shall endeavour, subject to operational requirements, to grant leave of absence without pay to an employee. Requests for leaves 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 (a) 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 eighty (80) days for bargaining unit persons selected by the Union to attend Union meetings, conferences, conventions and seminars. Requests for such leaves of absence as detailed above, should be submitted in advance and in writing to Staff Relations and will be subject to the 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.
- (b) In the contract year that negotiations will occur, the University will provide an additional fifteen (15) days for Negotiating Team preparation.
- (c) The University will provide an additional eight (**8**) hours of paid leave to the Union to be used by bargaining unit persons for the sole purpose of providing local representation at the May Day "rock ceremony". The Union will provide the Director of Staff Relations, or designate, with no less than one (1) week advance notification of the names of the bargaining unit persons it has designated to attend such ceremony, with authorized release subject to the operational requirements of the University.
- 14.03 (a) Upon request, in the event of a death in the immediate family, an employee will be granted at the time of the death, leave with pay for a period of five (5) consecutive scheduled workdays. Immediate family shall mean parent; step parent; spouse; common-law spouse (including same sex partner); child; step child; brother; sister. Where the funeral occurs outside the province, the employee **will** be provided with a total of one (1) additional day for the purpose of travelling to and from the funeral (ie. 6 days maximum).
- (b) Upon request, in the event of a death in the family, an employee will be granted at the time of the death, leave with pay for a period of three (3) consecutive scheduled workdays. Family shall mean; father-in-law; mother-in-law; son-in-law; daughter-in-law; brother-in-law; sister-in-law; grandchild; grandparent. Where the funeral occurs

outside the province, the employee will be provided with a total of one (1) additional day for the purpose of travelling to and from the funeral (ie. 4 days maximum).

- (c) Upon request, an employee may elect to set aside one (1) day of available bereavement leave (as may be applicable to the employee under (a) (5 days) or (b) (3days) to be utilized to attend a memorial service or alternate burial date on a scheduled workday within one (1) year of the applicable immediate family member, or family members death.

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

- 14.05 (a) 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.
- (b) The University may, subject to operational requirements, grant an unpaid leave of absence of up to two (2) consecutive weeks for the purposes of humanitarian service with a recognized agency.

14.06 The University will grant leave of absence without pay to an employee who is elected to or is selected to fill a full-time office in the Canadian Labour Congress, the Ontario Federation of Labour or the Ontario or Canadian executive bodies of the Canadian Union of Public Employees for the duration of the term of office. Seniority accrued prior to the election or selection shall be retained and shall continue to accrue for up to two (2) years from such time. If the leave of absence is two (2) years or less, the employee may apply accrued seniority to return to work. If the leave of absence is greater than two (2) years, accrued seniority may be applied to advertised vacancies.

14.07 The University recognizes the right of an employee to participate in public life. Therefore, upon written request, the University shall allow leave of absence without pay and without loss of accrued seniority to an employee who proposes to become a candidate for public office in the Parliament of Canada, the Legislature of Ontario or a municipal council on the following basis:

- (a) from the official filing of nomination until seven (7) consecutive days after the election, and
  - (b) if the candidacy 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 25.01 (b), (c), (d) and (9) by the first of each month during the period of such leave of absence.
- 14.09 Employees who are enfranchised to vote shall be allowed time off for Municipal elections, Ontario Provincial elections or Federal elections, without loss of pay, as defined by Federal or Ontario Provincial legislation.
- 14.10 Paid Parental Leave:
- I - Purpose of Paid Parental Leave:**
- Paid parental leave is offered to accommodate the special needs of regular full-time University employees who bear children and who remain at home to care for children during the post-delivery and/or post-adoption period. It is expected that all employees who take paid parental leave will return to employment at the University of Guelph following such leave.
- 2. Eligibility for Paid Parental Leave:**
- (a) Natural parent or the adoptive parent having primary care of the child or children, who are regular full-time University employees will be eligible to receive seventeen (17) weeks of normally continuous paid parental leave, including the date of birth or adoption, per pregnancy or placement.
  - (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) Employee 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 leave 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 six hundred (600) hours of employment in the previous fifty-two (52) weeks, or since the employee's last claim, required for E.I. benefit eligibility.

**3. Terms of Paid Parental Leave**

(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.

2. On receipt of appropriate documentation of the birth or adoption of a child, the University will grant thirty five (35) weeks of unpaid parental leave per pregnancy or placement to all



regular full-time employees. The leave will normally be continuous with the paid parental leave. It will begin no later than 52 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 would contact the Employment Insurance (EI) Office to determine their eligibility for benefits during the initial ten (10) weeks of this unpaid leave period.

**3. Terms of Unpaid Parental Leave**

(a) The employee proceeding on unpaid 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 parental leave.

(b) Participation in the various University employment benefit schemes may be continued while an employee is on unpaid parental leave on a normal cost-sharing arrangement.

(c) For the purposes of promotion, any period of unpaid parental leave shall be considered as a period of service with the University. An employee who has taken an unpaid parental leave shall remain eligible for merit increases based on his/her level of performance while in full-time employment.

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

**14.12 Adoption Leave**

1. An employee shall be granted three (3) days of paid leave for the purpose of adopting a child and/or time off as per existing legislation.
2. In addition, the principals 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. parental leave benefits.

**14.13 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.

**14.14 Temporary Reduction of Workload and Compensation**

The operational requirements of the University must be met. However, it is recognized that the effort will be required to accommodate a regular full-time employee's requests for a temporary reduction of workload and compensation.

**1. Eligibility and Application Procedure**

(a) Every regular full-time employee is eligible to request a temporary reduction in workload and compensation at any time during his/her career.

(b) Any eligible employee may submit a written request for a temporary reduction in workload and compensation to his/her immediate supervisor and to the appropriate Department Head. The Department Head will forward a copy of the request to the Local at that time.

(c) An employee whose request for a reduction in workload and compensation is denied may grieve the decision according to the collective agreement grievance procedure.

## **2. Terms of Reduction in Workload and Compensation**

(a) An employee who is granted a temporary reduction of work load shall enter into an agreement with the University which specifies the degree of reduction in both workload and compensation (to be not more than 50%) and its duration. It is understood that the duration of the temporary reduction in workload and compensation may be subject to change based on the operational requirements of the department or as a result of changes in the employee's personal circumstances. In either case, two (2) weeks written notice must be provided.

(b) Regular full-time employees who are granted a temporary reduction of workload will continue to be eligible for benefit cost-sharing, as though they were not on a reduced workload, and such employees will maintain their status within the bargaining unit.

(c) The length of the probationary period shall be extended, on a pro-rated basis. If a reduced workload appointment is taken up by a probationary employee.

(d) At the end of the period of reduced workload, an employee shall have the right to return to a position the same as or equivalent to that which preceded the period of reduced workload.

### **14.15 Family Responsibility Time:**

The provision of family responsibility time (FRT), separate from sick leave, vacation leave, and paid personal leave (PPL) (per HR Policy 501), is intended to assist employees with balancing their family and work responsibilities. Sick leave should be used only to provide employees with income during periods of their own illness.

1. The operational requirements of the University must be met. However, the University recognizes that effort is required to accommodate requests for family responsibility time.

2. Seven (7) days per calendar year of family responsibility time (FRT) will be provided to all regular full-time employees. Employees may use the time in amounts not less than one hour, and, if possible, should request the time in advance. The time will be granted unless precluded by operational requirements.

3. Family responsibility time is available on a "borrow" basis, to be repaid by mutual agreement between an employee and supervisor. For example, an employee may repay family responsibility time by charging this time against any banked lieu time or by starting

earlier or working late (if approved in advanced by his/her supervisor). If approved in advance and so directed by his/her supervisor, upon arrival an employee will check in with Campus Police and will check out upon departure. This time is not considered as "overtime" and does not accrue at the overtime rate. Only when an employee is requested by his/her supervisor to work approved overtime, will the time be calculated at the appropriate overtime rate (and may be applied toward any outstanding FRT balance due).

4. Unused family responsibility time does not accumulate from one year to the next. An employee must repay all outstanding time by March 1 of the following year.

5. In addition to family responsibility time, employees may apply for an unpaid leave of absence as outline in Article 14.01, to accommodate their family responsibilities.

#### 14.16 Executive Leave

The University shall grant a leave of absence with pay for one (1) member of the Local executive who must be the president or the grievance officer, in order that he/she may conduct business on behalf of the Local Union. During such leave the employee will report his/her time, including vacation and sick leave, to Staff Relations for payroll purposes. The employee will normally return to his/her position at the end of the leave. If during the leave period, the employee's regular full-time position is declared redundant, the employee will be notified and may elect to invoke his/her rights under Article 12.

### ARTICLE 15 – 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, including courses offered in programs of the University of Guelph-Humber partnership, for which the employee is accepted.

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

(a) if the course is available outside the employee's working hours the paid leave as mentioned herein will not be available to the employee; and

(b) a request for the application of tuition waive 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.

15.03 Educational leave:

Full-time Programmes Leading To A Degree/Diploma/Certificate:

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

- (a) the application is made at least two months in advance of the commencement of the leave;
- (b) prior approval of the leave is given by the Department Head who shall take into account the operating needs of the department;
- (c) prior approval of the leave is given by the Assistant Vice-president, Human Resources or designate. During the period of such leave without pay, the normal benefits cost-sharing arrangements will continue (normal pension contributions will be at the employee's option), provided the employee continues employment following such leave for a period of no less than one year.

15.04 Off-Campus Course

Where an employee wishes to take courses at institutions other than the University of Guelph and doing so will likely increase job proficiency, the financial resources of the department permitting, the employee will be reimbursed for 75% of the cost of tuition up to a maximum of \$600.00 in any one calendar year provided that:

1. Approval for the chosen course or program must be secured in advance from the employee's Department Head and from the Assistant Vice President, Human Resources. The nature of the program should be such that it will increase the effectiveness of the employee in his/her present or possible future position with the University.
2. Reimbursement is contingent upon evidence of successful completion. The University agrees to reimburse any C.U.P.E. Local 1334 member, who as a requirement of his/her position with the University, must update his/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.

## ARTICLE 16 – PAID HOLIDAYS

16.01 Employees shall receive pay for the following holidays:

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

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 16.05. 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, normal overtime, does not apply for work on these days.

16.03 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.

16.04 In order to qualify for holiday pay, the employee must work the full scheduled shifts immediately preceding and immediately following the holiday except in cases of excused illness in which case employees shall receive holiday pay providing they have worked in the week immediately preceding and the week immediately following the holiday. The provisions of this paragraph do not apply in the case of holidays falling during or contiguous with an employee's vacation period. It is understood that the provisions of paragraph 19.03 shall apply with respect to such excused illness.

16.05 In the event that one or more of the foregoing holidays occurs during an employee's vacation period, the employee shall receive, in addition to vacation pay, any holiday pay to which the employee may be entitled, or an equivalent amount of time off in lieu of the holiday pay to be taken at a time convenient to the University. The employee may request such equivalent time off and the University will make every reasonable effort to grant it in accordance with the employee's wishes.

16.06 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 the time worked on such holiday in addition to any holiday pay to which the employee may be entitled. At the option of the employee an

equivalent amount of time *off* in lieu of the holiday pay and Premium pay may be granted subject to operational requirements. The employee may bank such equivalent time *off* and the University will use its best endeavours to grant it in accordance with the employee's wishes.

- 16.07 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 for days off other than Saturday and Sunday, the day on which the holiday actually falls **shall** continue to be the observed holiday.

#### ARTICLE 17 – VACATIONS

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

| After Years of Continuous Service | Vacation Credits |
|-----------------------------------|------------------|
| 1 year                            | 10 days          |
| 2 years – 4 years                 | 15 days          |
| 5 years                           | 16 days          |
| 6 years                           | 17 days          |
| 7 years                           | 18 days          |
| 8 years – 11 years                | 20 days          |
| 12 years – 13 years               | 21 days          |
| 14 years – 15 years               | 22 days          |
| 16 years                          | 24 days          |
| 17 years – 22 years               | 25 days          |
| 23 years – 27 years               | 26 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 1<sup>st</sup> and ends on December 31<sup>st</sup> inclusive. An employee may take vacations which would accrue (at the appropriate rate) to the next December 31<sup>st</sup> in advance of its actual accrual, during that same year.
- 17.05 (a) Vacations taken or scheduled shall be charged against vacation credits granted under 17.03. In addition, if an employee is in an unpaid status for more than two months, a debit at the appropriate rate for each month in unpaid status shall be charged against vacation credits.
- (b) In 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 of January 1 to April 30 each year, must be submitted by October 31<sup>st</sup>, and will be granted on the basis of seniority. Winter vacation schedules shall be posted by November 30<sup>th</sup> 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 28<sup>th</sup>, and will be granted on the basis of seniority. Spring, summer and fall vacation schedules shall be posted by March 31<sup>st</sup> 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 as outlined above, s/he may not do so after October 31<sup>st</sup> and February 28<sup>th</sup> respectively, nor in any alternation. Pre-committed days of vacation, provided such days off have been approved by any supervisor or department head, shall be honoured.
- 17.07 An employee 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 in writing. It is further understood that carried over vacations must be used during the calendar year immediately following.
- 17.08 Except as provided in 17.02, on termination of employment, the University agrees;
- (a) to pay the cash value of any vacation accrued in a previous vacation year and not taken provided that the University has agreed in writing to any such carry-over greater than five (5) days; and
- (b) to make a cash settlement with respect to the prorated value of vacation earned from the first day of January prior to the date of termination, to that date.

## ARTICLE 18 – BULLETIN BOARDS

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

## ARTICLE 19 – SICK LEAVE

19.01 (a) Probationary employees with less than three (3) months continuous employment shall be eligible for up to three (3) days sick leave.

(b) Sick leave for temporary full-time employees is as follows:

- (i) 3 days in the first 3 months employment
- (ii) an additional 10 working days after 3 months of employment
- (iii) 13 days sick leave renewable on the employee's anniversary date

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 benefit 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 employees shall provide medical evidence verifying the illness.

19.04 An employee shall report in accordance with departmental practice of any illness which will or has prevented the employee from performing his or her duties.

19.05 When an employee *is* entitled to receive compensation under the 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.

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

- (a) For the first (1<sup>st</sup>) and second (2<sup>nd</sup>) period of absence, sick leave with pay will commence on the first (1<sup>st</sup>) day of absence.
- (b) For the third (3<sup>rd</sup>) period of absence, sick leave with pay will commence after one (1) full day of absence.
- (c) For the fourth (4<sup>th</sup>) or any subsequent period of absence, sick leave with pay will commence after two (2) full days of absence.



19.07 (a) The University will, in cases of chronic 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 (a) and (b) above from another qualified physician mutually agreeable to the University and the employee.

19.08 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:

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.

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.

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

## ARTICLE 20 – UNION STEWARDS AND COMMITTEES

20.01 The University agrees to recognize not more than twenty-five (25) Union Stewards selected by the Union from among employees who have completed their probationary period, two (2) of whom may be the Chief Steward and Deputy Chief Steward. The number of stewards may be increased by mutual agreement. Stewards may also perform the function of health and safety representatives.

20.02 A Union Grievance Committee may be set up on an ad hoc basis for each grievance where such a committee is required. Unless otherwise agreed, it shall be made up of not more

than three (3) employees selected by the Union from the members of the bargaining unit, provided such members have completed their probationary period. It is further understood for the purposes of this clause that neither the grievor nor the steward are deemed to be members of the Committee.

20.03 The Union may appoint a committee of not more than seven (7) of its Local members who have completed their probationary period to deal with the University on matters concerning the renewal or renegotiation of this Collective Agreement. Every effort will be made to ensure that the seven (7) members represent a cross-section of the different areas within the bargaining unit.

20.04 It is understood that a Steward or Committee person has regular work to perform and that if it is necessary to service a grievance during working hours, he or she will not leave his or her work without first obtaining the permission of the immediate supervisor which shall not be unreasonably withheld. He or she shall state the destination to the immediate supervisor and shall report again to the supervisor at the time of his or her return to work.

20.05 The Union shall keep the University informed in writing of names and positions of its Local Executive and of the Stewards and Committee members. The effective date of appointment shall be included in such notification.

20.06 Where a grievance must be serviced or where meetings between Union and University officials take place during an employee's scheduled working hours, the employee shall be paid his or her basic hourly rate as though working. Notwithstanding any other provisions of this Agreement, the University shall be obligated to pay only the basic hourly rate to an employee replacing one so acting for the Union.

20.07 Local Union officers or officials shall, at all times, be entitled to the presence and assistance of a representative of the Canadian Union of Public Employees in meeting with University officials.

20.08 The President or Chief Steward who is not already exercising the provisions of Clause 14.16, and whose current hours of work are other than Monday to Friday from 8:00 a.m. to 4:30 p.m., may request a transfer to a regular day shift for the duration of his/her term, to enable them to perform his/her Union functions more efficiently. In order to accommodate such request. The University will back-fill his/her vacancy at its discretion, including the transfer of any other employee.

## ARTICLE 21 – HOURS OF WORK

21.01 (a) The standard work week shall be forty (40) hours and the standard workday 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.

(c) The University will post schedules of the hours to be worked by employees in locations where they will be available to the employees concerned. Employees shall be notified by posting two (2) weeks in advance when a new schedule of the hours to be worked is to go into effect. In the event that less than two (2) week's notice is provided, the employees affected will be paid at 1-1/2 times their basic rate for the first two (2) shifts of the newly posted schedule.

(d) In the event minor changes are required to a posted schedule as a result of illness, terminations, holidays, vacation, leave of absence and the like, the University will endeavour to provide an affected employee(s) at least two (2) days notice of the schedule change. It is understood that such notice may not be possible in cases of illness, bereavement or other emergency. An employee who does not receive at least twenty-four (24) hours notice of a change in his or her regularly scheduled work day shall be paid at the rate of time and one-half (1-1/2) for that shift. Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

(e) When the University initiates a permanent schedule change within Custodial Services, the election of the employee(s) affected will normally be based on seniority within the affected job classification (e.g. Custodian 3; 4 etc.). Shift changes from day shift to night shift will be based on least seniority and changes from night shift to day shift will be based on greatest seniority.

21.02 A regular full-time employee may request a temporary change to his/her normal shift schedule. Such request shall be made in writing, and approval shall be made at the discretion of the supervisor and/or senior department head, which shall not be withheld in an arbitrary or discriminatory manner; subject to operational requirements. Those employees approved for such temporary change to his/her normal shift, shall receive confirmation of such approval in writing. Such temporary shift change may be extended, reduced or cancelled, by the employee, supervisor and/or senior department head, with no less than two (2) weeks written notice.

Any disputes arising from denied requests shall not be the subject of a grievance.

## ARTICLE 22 – BREAKS

- 22.01 Employees scheduled for a regular work day will be provided with an unpaid 30 minute meal break and two (2) paid fifteen (15) minute rest periods. Normally, one rest period will be provided before the meal break and one after.
- 22.02 Notwithstanding the provisions of 22.01, it is understood and agreed that with respect to fire prevention officers and porters not employed on straight day work, meal and rest breaks shall be taken at the primary place of duty and the meal break shall be included in the calculation of hours worked.
- 22.03 Employees shall be entitled to a five (5) minute wash up period at the end of each shift.
- 22.04 Meal Allowance: When an employee has not been provided with a meal from the University or a contractor, it is agreed that a meal allowance up to a maximum of \$10.00 including tax will be paid to an employee who works more than ten (10) consecutive hours (exclusive of meal breaks and rest periods) at the supervisor's request. The meal allowance will be granted only in cases where the employee was not given at least sixteen (16) hours prior notice of working such consecutive hours of work. In extenuating circumstances, and the discretion of the employee's supervisor, the meal allowance may be provided even if the employee received at least sixteen (16) hours notice of such overtime.

## ARTICLE 23 – OVERTIME

- 23.01' The hours worked by an employee in excess of forty (40) hours in a week or in excess of eight (8) hours in a day shall be paid for at time and one-half (1-1/2) the regular hourly rate. Work on Sunday will be paid for at double time (2) the regular hourly rate. It is agreed that there shall be no pyramiding or duplication of overtime under this Agreement.
- 23.02 Scheduled overtime work assignments shall be allocated equitably based on the following principles:
- a) Effective January 1<sup>st</sup> each year, departments will commence overtime distribution based on seniority (starting with the employee with the greatest seniority). As overtime opportunities arise, each employee in a shop or department or area or job classification (i.e. those employees who normally perform the required work), will be canvassed for overtime once. Then for the purpose of maintaining equal distribution of overtime, employees who are offered overtime and decline the offer shall be recorded as having worked the overtime. For the purpose of logging hours worked or declined, the number of hours logged shall be the number of hours to be paid or that would have been paid if the overtime had been accepted, i.e. if 4 hours are worked or declined, then 6 hours are logged.

- b) After each employee has been offered overtime once using the above process, all future overtime opportunities within a work group (i.e. those employees who normally perform the required work), will be offered first to the employee with the lowest number of logged hours, and then to the employee with the next lowest number of logged hours etc.
  - c) If after following the process outlined in b), no one accepts to perform the overtime, then the overtime shall be assigned to the least senior person.
  - d) An employee scheduled off on vacation will not normally be canvassed. If it is deemed necessary to canvass an employee off on scheduled vacation, declining overtime hours will not be logged against the vacationing employee.
  - e) An employee who declines overtime as a direct result of a religious obligation, will not have the hours logged against him/her, provided s/he identify annually in January, the religious observance dates for that calendar year. It is understood such employee will not be eligible for scheduled overtime, during these same previously identified periods of religious obligation.
  - f) New employees to the work unit (including probationary and temporary full-time) will be assigned the average of the logged overtime hours on his/her start date. This will ensure that all future overtime hours are not provided to the "new" employee, and that his/her placement in the rotation is fair, based on the average of the entire work group. The average number of hours is simply for placement in the overtime canvassing rotation and shall not be construed as "banked" overtime hours.
  - g) The process outlined in Article 23.02, does not apply to Fire Prevention Officers. Probationary employees, temporary full-time employees and apprentices, will not normally be assigned overtime.
  - h) For Custodial Staff, the overtime rotations will be on an on-going basis. That is, the overtime distribution based on seniority will continue through January 1 each year.
- 23.03 Where an employee works overtime as set out in clause 23.02, the employee will be paid a minimum of 3 hours at the applicable overtime rate.
- 23.04 Regular shifts extending into an overtime period (i.e. The employee continues to work beyond the end of his/her shift) will be compensated at the appropriate overtime rate for the first hour (1 hour), rounded to the nearest thirty (30) minute increment. Hours worked beyond (1) one hour after the end of the shift shall be guaranteed a minimum of three (3) hours at the appropriate overtime rate.
- 23.05 Where overtime has been accepted or assigned pursuant to Article 23.02, the employee may obtain a substitute on approval in advance by the appropriate supervisor or designate. In this case, both employees will have the overtime hours logged against his/her total.

23.06 An employee may request time off in lieu of overtime, to a maximum accumulation of forty (40) hours. Overtime worked in excess of such forty (40) hours) will be paid out (i.e. banking of time is not available beyond 40 hours). Such time shall be granted at the option of the University taking into account its operating requirement. 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.

23.07 Call-In Pay

(a) When an employee is called back to work outside his or her regular work day and he/she has left the University premises, he/she shall receive a minimum of four (4) hours of pay at the applicable overtime rate. An employee called in to work is expected to report for work in a timely manner.

(b) Once an employee has been called into work, each additional task processed through Security Services or requested by Management and accepted by the employee during the original four (4) hour call-in period, will be paid at straight time for the hours worked, rounding up to the next ¼ hour. For example: the employee is called in at 2:00 a.m. – the original call-in period runs until 6:00 a.m. The employee receives a call (while still on campus) from Dispatch to attend to another emergency at 4:00 a.m. This second task is completed at 5:00 a.m. The employee will receive the following compensation 2:00 a.m. to 6:00 a.m. = 4 hours @ 1.5 times (or the applicable rate)

**PLUS** 4:00 a.m. to 5:00 a.m. = 1 hour @ straight time

Any further call-ins within the same four (4) hour period shall be paid at the applicable overtime rate for the hours worked.

(c) In the event that an employee is called into work and the four (4) hour minimum extends into the employee's regular shift, the employee will receive the following compensation: 4 hours @ 1.5 times (or at the applicable rate)

**PLUS** Straight time for employee's entire regular shift.

23.08 An employee called by Management or Security Services for the purpose of soliciting information in an emergency outside his/her scheduled shift and without previous notice, shall be paid one (1) hour shift straight time.

23.09 Stand By:

(a) In the event that Physical Resources requires specific employees to be scheduled to stand by, the following terms will apply:

Stand by periods and job classifications required:

- (1) Christmas Closure:       ■ electrician  
  1 plumber/steamfitter  
  1 custodian lead hand

- (2) During the period the “on-call” rotation is in effect, the lead hand grounds will be compensated according to the “stand by” provisions.

(b) In the event that Student Housing Services requires specific employees to be scheduled to stand by, the following terms will apply:

Stand by periods and job classifications required:

- (1) Christmas Closure:       1 plumber/steamfitter  
  1 electrician  
  1 groundskeeper

Stand by may be implemented at other times as required by the University.

The University reserves the right to adjust the numbers and classifications required during stand by:

(c) Stand by terms:

1. (i) Employees scheduled to stand by will receive ■5 hours of his/her regular hourly rate for a twenty-four (24 hour) stand by period.  
(ii) Employees scheduled to stand by will receive one (1) hour of his/her regular hourly rate for a sixteen (16) hour stand by period.
2. Employees required to attend work while on standby will also be entitled to emergency call-in pay as per Article 23.
3. When scheduled to stand by, employees must be available to attend at the workplace within one (1) hour (weather conditions permitting) of when such attendance is required.
4. Each Employee within the designated job classifications will be required to participate in the designated stand by periods. During the Christmas closure, one employee will be designated to cover the entire period. The employee will have the option of substituting his/her assigned stand by period with another qualified employee from within the same job classification, who shall be approved in advance by the appropriate supervisor or designate.

23.11 Other than for exceptional circumstances set out in the Employment Standards Act (ESA), no employee will be required or permitted to work more than thirteen (13) hours in any twenty-four (24) hour period.

#### ARTICLE 24 – WAGES

24.01 The University agrees to pay and the Union agrees to accept, for the term of this agreement, the rates of wages as outlined in Schedule “A” attached hereto and forming part of this agreement.

#### ARTICLE 25 – BENEFITS

25.01 The components of the employee benefits programme are:

- (a) sick leave as provided by Article 19,
- (b) long term salary continuation plan,
- (c) medical insurance providing major medical and semi-private hospital coverage,
- (d) group life insurance,
- (e) pension plans,
- (9) 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.

In the event the University changes benefit carriers, the University shall provide the Union with at least ~~sixty~~ (60) days notice of change.

25.02 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 (9) above. The University will contribute one hundred percent (100%) of the total cost of benefits indicated in sub-paragraph (c) above. The University will contribute eighty percent (80%) of the total premium costs of dental insurance.

25.03 Upon retirement and receiving a monthly University pension, an employee will be given a five hundred dollar (\$500.00) RRSP, provided the employee has RRSP room available. If the employee does not have any available room, then they will receive a five hundred dollar (\$500.00) lump sum payment (minus the appropriate withholding tax).

25.04 In cases of disability, employees may continue to participate in the benefits program 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.

- 25.05 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 eighty percent (80%) LTD coverage during the initial four **(4)** months of LTD; to off-set the Scholarship Plan overspending by this bargaining unit; to off-set 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.
- 25.06 The University agrees to subsidize to twenty-five percent (25%) of the normal annual fee for the use of the University athletic facilities, for all regular full-time employees. Such subsidy shall be limited for use towards the reduction of the annual fee, and shall not be used for ancillary services or charges (e.g., locker, towel service, course and equipment charges, Facility Development.Fee). Annual memberships shall begin as of September 1<sup>st</sup> of each year.
- 25.07 New employees hired on or after May I, 2011 will require a ten (10) year continuous service enrolment in order to be eligible for post retirement benefits.

#### ARTICLE 26 – METHOD OF PAYMENT OF WAGES

- 26.01 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.
- 26.02 Payment of wages is made every second Thursday of assumed earnings to and including the day modified as indicated in 26.01 above.
- 26.03 Changes to the method of payment of salary during the term of this contract shall only be done by mutual agreement,
- 26.04 (i) **Inclement Weather:** Employees are expected to report for work as scheduled. Occasionally severe weather conditions may make it difficult for all employees to fulfill this obligation without exposing themselves to undue hazards. Under these circumstances, should an employee be unable to report for work, s/he will have the option of charging her/his absence against her/his available vacation credits, floater holiday or charging time off as absence without pay. Employees are urged to make every effort to report for work during inclement weather conditions. In recognition of this effort, supervisory personnel are to use

their discretion in recording latecomers who have been delayed because of the weather conditions.

(ii) **Early Departure/Emergency Closing:** Occasional unexpected conditions or events may result in the University determining it appropriate to allow certain employees to leave work earlier than normal. When early departure is granted or the University closes, time off with pay will be granted and the following will apply:

- (a) Employees who are granted time off for early departure or closure will not receive premium rates for time not worked on such days.
- (b) Vacation and sick leave charges will not be reduced by an equivalent amount of time off as granted, unless the employee is already off on vacation or sick leave.
- (c) Employees working shifts who are relieved from one shift to another are not allowed to leave early. It is stressed that time off for heat, snow storms, etc., is not a matter of legal obligation.
- (d) Essential Services and association positions will be identified and the employee will be notified as per H.R. Policy 512 and any applicable departmental policy (e.g. Physical Resources 'Designation of Essential Staff Poky).
- (e) Those required to work during an emergency closure will be paid as follows:
  - (i) straight time for all hours worked (in addition to his/her regular pay): **OR**
  - (ii) an equivalent amount of time off at a later date (in addition to his/her regular pay).

## ARTICLE 27 – COMMUNICATIONS

27.01 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

## ARTICLE 28 – HEALTH AND SAFETY

28.01 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.

28.02 The University shall make necessary provisions (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.
- (c) The University acknowledges its duty to provide on-going refresher training and upgrading as required in accordance with the provisions of the Occupational Health and Safety Act, 1994.

- 28.03** Notwithstanding the shared obligations under the Occupational Health and Safety Act, the University agrees to establish a safety working group comprised of representation from CUPE 1334, the Environment Health and Safety Department and the operating areas. The purpose of this working group will be to review and discuss matters relating to health and safety in the workplace, CUPE Local 1334 shall appoint up to 5 employees to represent the Local from various areas on campus.
- 28.04** 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.
- 28.05** The University agrees to pay for WSIB recognized basic and workplace specific certification training, offered by mutually agreed upon provider, for Union representative(s) on the central Joint Health and Safety Committee.
- 28.06** The University and the Union will recognize the International Day of Mourning, April 28<sup>th</sup>, for workers killed or injured on the job and, in recognition, will develop and publish a joint proclamation. The University agrees to lower all flags flown at the workplace in recognition of this day.
- 28.07** To enable the Bargaining Unit to continue to be recognized as integral and valuable contributors to the University and to enhance the visibility and positive image of the Bargaining Unit, it is essential that Bargaining Unit members can be identified. To this end, the University agrees to:
- i) based on the individual requirements of the work unit, provide appropriate work-clothing at the University's expense. The current departmental practices with regard to the issuance of work clothing will continue or be enhanced.
  - ii) seasonal issue clothing will be provided based on the activities of the work unit.
  - iii) the initial selection of styles and fabrics will include consultation with the employees. However the University reserves the right to make the final selection.

- iv) the work clothing remains the property of the University and is not to be distributed to anyone other than the employee.
- v) employee's requiring replacement pants for reasons other than normal wear and tear will be responsible for the purchase of suitable black pants (which may include black jeans), with the exception of safety required clothing (eg. FR pants for electricians and reflective safety striping for grounds).
- vi) it will be mandatory for all employees of the bargaining unit to wear the work clothing provided during his/her regularly scheduled shift and scheduled overtime. During an emergency call in it is understood that work clothing may *not* be available.

The University agrees that the suppliers of such work clothing will be in adherence with the "University of Guelph Code of Ethical Conduct For Supplier and Sub-Contractors In Relation to Working Conditions and Employment Standards" approved by the Board of Governors, which may be amended from time to time

28.08 Effective January 1, 2011 upon submission of a receipt for CSA approved safety footwear, the University shall provide once annually with no carry over provision, a safety shoe subsidy in the amount of \$175.00 for the purchase of safety shoes.

28.09 The procedure for obtaining CSA approved prescription eyewear will be as established by Environmental Health and Safety.

28.10 The University has a zero tolerance policy towards violent behaviour in the workplace. Workplace violence is defined as any incident in which an employee is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace. It is expected that employees will report incidents of workplace violence to their immediate supervisor (and/or, Campus Police as specific circumstance dictates) and, as necessary, file an incident report detailing the incident including any directly related damage to property. Such incidents reported to supervision will be investigated, and, as appropriate, a summary report of such investigation will be provided to the co-chairs of the central joint health and safety committee.

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

#### ARTICLE 29 – TECHNOLOGICAL CHANGE

29.01 No regular full-time employee or temporary employee who is covering in the absence of a regular full-time employee shall suffer a reduction in hours of work as result of any technological change introduced in the workplace.

For the purpose of this article, technological change is defined as the introduction of new equipment, tools or job processes that when introduced would effect the terms and conditions of employment.

- 29.02 The University shall, prior to the implementation of any significant technological change(s) that would negatively effect bargaining unit positions, inform the Union at least forty-five (45) days prior to such implementation.
- 29.03 Upon receipt of such notice, the Union may request in writing that Staff Relations convene a Union/Management meeting during the forty-five (45) day notice period, in order to provide the Union with the opportunity to make a presentation on the change(s).
- 29.04 The University shall be responsible for providing training required by employees as a result of the introduction of technological change(s).

ARTICLE 30 – TERMINATION

30.01 This Agreement shall continue in effect until 30 April 2013 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 20<sup>th</sup> day of July, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph

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

The image shows a collection of handwritten signatures. On the left side, there are five signatures: the first is 'Trusha Harley' with initials 'TH' below it; the second is 'Brent Harwood'; the third is 'Lester'; the fourth is 'Lester'; and the fifth is 'Dan MacLachlan'. On the right side, there are four signatures: the first is 'Molinar'; the second is 'J. Volk-Dawson'; the third is 'Ed Reynolds'; and the fourth is 'Andy Gorman'.

**SCHEDULE "A": 3 Year Agreement 1 May, 2010 - April 30, 2013**

Effective May 1, 2010: 1.75%  
 Effective May 1, 2011: 2.00%  
 Effective May 1, 2012: 2.00%

**Effective May 1, 2010**

| Band | Job Title   | 0-3 Month Rate | Job Rate | Lead 5% | Hand 7% | Rate 10% |
|------|---|----------------|----------|---------|---------|----------|
| 7    | Plumber/Steamfitter   | 26.91          | 28.33    | 29.75   | 30.31   | 31.16    |
|      | Building Mechanic 4 (Indoor Air Quality Specialist Pos 033) |                |          |         |         |          |
|      | Carpenter   |                |          |         |         |          |
|      | Controls Technician 1                                       |                |          |         |         |          |
|      | Electrician   |                |          |         |         |          |
|      | Instrument Mechanic   |                |          |         |         |          |
|      | Refrigeration & Air Conditioning Mechanic                   |                |          |         |         |          |
|      | Residence Building SP/Electrician                           |                |          |         |         |          |
|      | Residence Building SP/Plumber                               |                |          |         |         |          |
|      | Senior Vehicle Mechanic                                     |                |          |         |         |          |
|      | Sheet Metal Worker  |                |          |         |         |          |
|      | Welder/Steamfitter  |                |          |         |         |          |
| 6    | Fire Prevention Officer                                     | 24.62          | 25.92    | 27.22   | 27.73   | 28.51    |
|      | Machinist Millwright  |                |          |         |         |          |
|      | Residence Equipment Mechanic                                |                |          |         |         |          |
| 5    | Building Mechanic 4 (Predictive Maintenance Pos 003)        | 23.87          | 25.13    | 26.39   | 26.89   | 27.64    |
|      | Building Mechanic 4 (Preventative Maintenance Pos 011)      |                |          |         |         |          |
|      | Controls Mechanic   |                |          |         |         |          |
|      | Gardener  |                |          |         |         |          |
|      | Painter   |                |          |         |         |          |
|      | Pest Control Operator                                       |                |          |         |         |          |
|      | Spray Painter   |                |          |         |         |          |
| 4    | Building Mechanic 2   | 21.54          | 22.67    | 23.80   | 24.26   | 24.94    |
|      | Building Mechanic 3   |                |          |         |         |          |
|      | Custodian 5   |                |          |         |         |          |
|      | Heavy Equipment Operator                                    |                |          |         |         |          |
|      | Machine Operator - Grounds                                  |                |          |         |         |          |
|      | Nurserykeeper and Greenhouse Technician                     |                |          |         |         |          |
|      | Truck Mount Operator  |                |          |         |         |          |
|      | Athletics Facility Operator                                 |                |          |         |         |          |
|      | Sanitation Equipment Operator                               |                |          |         |         |          |
|      | Locksmith (Market Adjustment, Band 6)                       |                | 25.92    |         |         |          |
| 3    | Carpet Installer/Upholsterer                                | 20.27          | 21.34    | 22.41   | 22.83   | 23.47    |
|      | Custodian 4   |                |          |         |         |          |

|          |  |              |              |              |              |              |
|----------|--|--------------|--------------|--------------|--------------|--------------|
|          | Delivery/Materials Handler               |              |              |              |              |              |
|          | Senior Storeskeeper (Physical Resources) |              |              |              |              |              |
|          | Storeskeeper (Chemistry)                 |              |              |              |              |              |
| <b>2</b> | <b>Custodian 3</b>                       | <b>19.64</b> | <b>20.67</b> | <b>21.70</b> | <b>22.12</b> | <b>22.74</b> |
|          | Groundskeeper                            |              |              |              |              |              |
|          | Porter (Day/Residence)                   |              |              |              |              |              |
|          | Senior Storeskeeper (Univ Ctr)           |              |              |              |              |              |
|          | Shipper/ Receiver                        |              |              |              |              |              |
|          | Shipper/ Receiver VTH                    |              |              |              |              |              |
| <b>1</b> | <b>Driver (Dept 021)</b>                 | <b>19.32</b> | <b>20.34</b> | <b>21.36</b> | <b>21.76</b> | <b>22.37</b> |
|          | Driver (Dept 836)                        |              |              |              |              |              |
|          | Labourer                                 |              |              |              |              |              |
|          | Parking Enforcement Officer              |              |              |              |              |              |
|          | Porter (Arts)                            |              |              |              |              |              |
|          | Vehicle Service Helper 2                 |              |              |              |              |              |

Helper 3 - 90.9% of the rate within the appropriate band

**Effective May 1 2011**

| Band     | Job Title   | 0-3 Month Rate | Job Rate     | Lead 5%      | Hand 7%      | Rate 10%     |
|----------|---|----------------|--------------|--------------|--------------|--------------|
| <b>7</b> | <b>Plumber/Steamfitter</b>                                  | <b>27.46</b>   | <b>28.90</b> | <b>30.35</b> | <b>30.92</b> | <b>31.79</b> |
|          | Building Mechanic 4 (Indoor Air Quality Specialist Pos 033) |                |              |              |              |              |
|          | Carpenter   |                |              |              |              |              |
|          | Controls Technician 1                                       |                |              |              |              |              |
|          | Electrician   |                |              |              |              |              |
|          | Instrument Mechanic   |                |              |              |              |              |
|          | Refrigeration & Air Conditioning Mechanic                   |                |              |              |              |              |
|          | Residence Building SP/Electrician                           |                |              |              |              |              |
|          | Residence Building SP/Plumber                               |                |              |              |              |              |
|          | Senior Vehicle Mechanic                                     |                |              |              |              |              |
|          | Sheet Metal Worker  |                |              |              |              |              |
|          | Welder/Steamfitter  |                |              |              |              |              |
| <b>6</b> | <b>Fire Prevention Officer</b>                              | <b>25.12</b>   | <b>26.44</b> | <b>27.76</b> | <b>28.29</b> | <b>29.08</b> |
|          | Machinist Millwright  |                |              |              |              |              |
|          | Residence Equipment Mechanic                                |                |              |              |              |              |
| <b>5</b> | <b>Building Mechanic 4 (Predictive Maintenance Pos 003)</b> | <b>24.35</b>   | <b>25.63</b> | <b>26.91</b> | <b>27.42</b> | <b>28.19</b> |
|          | Building Mechanic 4 (Preventative Maintenance Pos 011)      |                |              |              |              |              |
|          | Controls Mechanic   |                |              |              |              |              |
|          | Gardener  |                |              |              |              |              |
|          | Painter   |                |              |              |              |              |
|          | Pest Control Operator                                       |                |              |              |              |              |
|          | Spray Painter   |                |              |              |              |              |

|                          |  |       |       |       |       |       |
|--------------------------|--|-------|-------|-------|-------|-------|
| 4                        | Building Mechanic <sup>2</sup>           | 21.96 | 23.12 | 24.28 | 24.74 | 25.43 |
|                          | Building Mechanic <sup>3</sup>           |       |       |       |       |       |
|                          | Custodian <sup>5</sup>                   |       |       |       |       |       |
|                          | Heavy Equipment Operator                 |       |       |       |       |       |
|                          | Machine Operator - Grounds               |       |       |       |       |       |
|                          | Nurserykeeper and Greenhouse Technician  |       |       |       |       |       |
|                          | Truck Mount Operator                     |       |       |       |       |       |
|                          | Athletics Facility Operator              |       |       |       |       |       |
|                          | Sanitation Equipment Operator            |       |       |       |       |       |
|                          | Locksmith (Market Adjustment, Band 6)    |       | 26.44 |       |       |       |
| 3                        | Carpet Installer/Upholsterer             | 20.68 | 21.77 | 22.86 | 23.29 | 23.95 |
|                          | Custodian <sup>4</sup>                   |       |       |       |       |       |
|                          | Delivery/Materials Handler               |       |       |       |       |       |
|                          | Senior Storeskeeper (Physical Resources) |       |       |       |       |       |
| Storeskeeper (Chemistry) |  |       |       |       |       |       |
| 2                        | Custodian <sup>3</sup>                   | 20.03 | 21.08 | 22.13 | 22.56 | 23.19 |
|                          | Groundskeeper                            |       |       |       |       |       |
|                          | Porter (Day/Residence)                   |       |       |       |       |       |
|                          | Senior Storeskeeper (Univ Ctr)           |       |       |       |       |       |
|                          | Shipper/ Receiver                        |       |       |       |       |       |
| Shipper/ Receiver VTH    |  |       |       |       |       |       |
| 1                        | Driver ( Dept 021)                       | 19.71 | 20.75 | 21.79 | 22.20 | 22.83 |
|                          | Driver ( Dept 836)                       |       |       |       |       |       |
|                          | Labourer                                 |       |       |       |       |       |
|                          | Parking Enforcement Officer              |       |       |       |       |       |
|                          | Porter (Arts)                            |       |       |       |       |       |
|                          | Vehicle Service Helper <sup>2</sup>      |       |       |       |       |       |

Helper<sup>3</sup> - 90.9% of the rate within the appropriate band

### Effective May 1, 2012

| Band | Job Title  | 0-3 Month | Lead  | Hand  | Rate  |
|------|--|-----------|-------|-------|-------|
|      |  | Rate      | 5%    | 7%    | 10%   |
| 7    | Plumber/Steamfitter  | 28.01     | 29.48 | 30.95 | 32.43 |
|      | Building Mechanic <sup>4</sup> (Indoor Air Quality Specialist Pos 033) |           |       |       |       |
|      | Carpenter  |           |       |       |       |
|      | Controls Technician <sup>1</sup>                                       |           |       |       |       |
|      | Electrician  |           |       |       |       |
|      | Instrument Mechanic  |           |       |       |       |
|      | Refrigeration & Air Conditioning Mechanic                              |           |       |       |       |
|      | Residence Building SP/Electrician                                      |           |       |       |       |
|      | Residence Building SP/Plumber  |           |       |       |       |
|      | Senior Vehicle Mechanic  |           |       |       |       |
|      | Sheet Metal Worker   |           |       |       |       |
|      | Welder/Steamfitter   |           |       |       |       |



|          |   |              |              |              |              |              |
|----------|---|--------------|--------------|--------------|--------------|--------------|
| <b>6</b> | Fire Prevention Officer<br>Machinist Millwright<br>Residence Equipment Mechanic   | <b>25.62</b> | <b>26.97</b> | <b>28.32</b> | <b>28.86</b> | <b>29.67</b> |
| <b>5</b> | Building Mechanic 4 (Predictive Maintenance Pos 003)<br>Building Mechanic 4 (Preventative Maintenance Pos 011)<br>Controls Mechanic<br>Gardener<br>Painter<br>Pest Control Operator<br>Spray Painter  | <b>24.83</b> | <b>26.14</b> | <b>27.45</b> | <b>27.97</b> | <b>28.75</b> |
| <b>4</b> | Building Mechanic 2<br>Building Mechanic 3<br>Custodian 5<br>Heavy Equipment Operator<br>Machine Operator - Grounds<br>Nurserykeeper and Greenhouse Technician<br>Truck Mount Operator<br>Athletics Facility Operator<br>Sanitation Equipment Operator<br><br>Locksmith (Market Adjustment, Band 6) | <b>22.40</b> | <b>23.58</b> | <b>24.76</b> | <b>25.23</b> | <b>25.94</b> |
|          |   |              | <b>26.97</b> |              |              |              |
| <b>3</b> | Carpet Installer/Upholsterer<br>Custodian 4<br>Delivery/Materials Handler<br>Senior Storeskeeper (Physical Resources)<br>Storeskeeper (Chemistry)   | <b>21.10</b> | <b>22.21</b> | <b>23.32</b> | <b>23.76</b> | <b>24.43</b> |
| <b>2</b> | Custodian 3<br>Groundskeeper<br>Porter (Day/Residence)<br>Senior Storeskeeper (Univ Ctr)<br>Shipper/ Receiver<br>Shipped Receiver VTH   | <b>20.43</b> | <b>21.50</b> | <b>22.58</b> | <b>23.01</b> | <b>23.65</b> |
| <b>1</b> | Driver (Dept 021)<br>Driver (Dept 836)<br>Labourer<br>Parking Enforcement Officer<br>Porter (Arts)<br>Vehicle Service Helper 2  | <b>20.11</b> | <b>21.17</b> | <b>22.23</b> | <b>22.65</b> | <b>23.29</b> |

Helper 3 - 90.9% of the rate within the appropriate band

Shift Premiums

Shifts starting between 1200 hours (noon) and 1800 hours shall carry a premium of fifty cents (\$0.50) per hour.

Shifts starting between 1800 hours and 0600 hours shall carry a premium of seventy five cents (\$0.75) per hour.

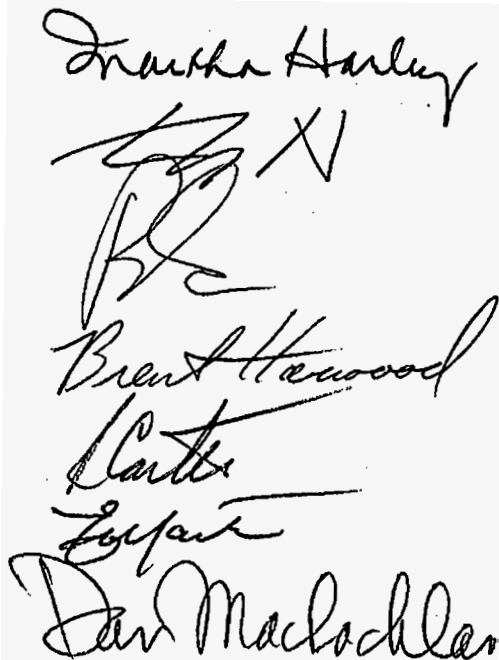
Shifts in which more than fifty percent (50%) of the time worked falls on a Saturday, shall carry a premium of fifty five cents (\$0.55) per hour.

Shifts in which more than fifty percent (50%) of the time worked falls on a Sunday, shall carry a premium of seventy five cents (\$0.75) per hour.

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

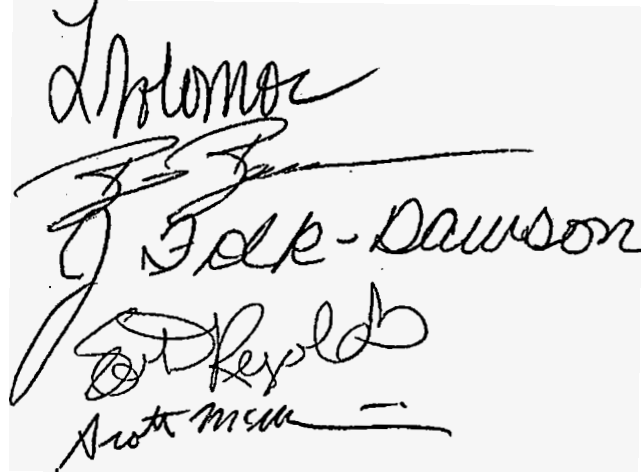
SIGNED this 2<sup>nd</sup> day of July, 2011 at Guelph, Ontario.

On Behalf of the  
University of Guelph



Trisha Harley  
[Signature]  
[Signature]  
Brent Howood  
[Signature]  
[Signature]  
[Signature]  
Dan Machochler

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



[Signature]  
[Signature]  
J. Falk-Dawson  
[Signature]  
[Signature]



[Signature]  
Andy Grossner

## Lead Hands:

It is agreed that there will be a distinction between Lead Hand 1's; 2's and 3's, and there will be a provision for a Lead Hand rate that corresponds with the varying level of responsibility. The following definitions clearly outline what the expectations of an individual will be in each of the 3 levels of Lead Hand. A separate definition is provided for 'Student Labour Lead Hands'.

Upon ratification of this agreement, current Lead Hands will be categorized according to the work they currently do and/or are expected to do. In some cases, a current Lead Hand may move from a Lead Hand 1 @ 5% to a Lead Hand 2 @ 7% or 3 @ 10%. However it must be recognized that there may be some current Lead Hands who do not fit any of the definitions of Lead Hand (not even the current definition), and will no longer receive the current 5% Lead Hand rate. In those cases, the work performed by the employee will have been outlined in the job evaluation questionnaire, and provided the appropriate recognition through the job evaluation process.

It is also recognized that the CUPE Job Evaluation plan automatically awards a "1" under "Supervision" to all members - recognizing that in every job there is an expectation that the employee at any given time, will be expected to "show" others how to do his/her job and 'tell' others how to complete a task etc. With this in mind, simply answering a question for another bargaining unit member; part-time employee; student employee. will not necessarily result in a Lead Hand designation. ***Bargaining unit members assigned an Apprentice, are not eligible for a Lead Hand rate in addition to his/her regular hourly rate of pay.***

Each Lead Hand will be provided with a letter confirming their Lead Hand designation and rate, and outlining the duties as defined below. They will also be advised that the Lead Hand rate assigned at this time is subject to change based on the operational requirements of the department.

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

### Lead Hand 1 - 5%:

A Lead Hand 1 is an employee with all of the following duties and responsibilities:

- (a) regularly performs bargaining unit work;
- (b) regularly provides functional guidance and direction and maintains standards of productivity for 1 - 3 bargaining unit members, without actually assuming the role of supervisor as defined under the Labour Relations Act;
- (c) may schedule and assign work and keep records as required;
- (d) assists the Supervisor with inventory management, problem solving, and other appropriate duties as assigned.

### Lead Hand 2 - 7%:

A Lead Hand 2 is an employee with all of the following duties and responsibilities:

- (a) regularly performs bargaining unit work;
- (b) regularly provides functional guidance and direction and maintains standards of productivity for 4 or more bargaining unit members, without actually assuming the role of supervisor as defined under the Labour Relations Act;
- (c) may schedule and assign work and keep records as required;
- (d) assists the Supervisor with inventory management, problem solving, and other appropriate duties as assigned.

### Lead Hand 3 - 10%:

A Lead Hand 3 is an employee with all of the following duties and responsibilities:

- (a) regularly performs bargaining unit work;
- (b) regularly provides functional guidance and direction and maintains standards of productivity for 4 or more bargaining unit members, without actually assuming the role of supervisor as defined under the Labour Relations Act;
- (c) regularly schedules and assigns work and keeps records as required;
- (d) assists the Supervisor with inventory management, problem solving, planning, job coordination, customer liaison and other appropriate duties as assigned;
- (e) may coordinate, oversee contractors and sub-contractors and arrange shut-downs for shops or contractor activities;
- (f) assumes the role of the Supervisor in his/her absence, except for approving vacation and disciplining employees.

### Student Labour Lead Hand - 5%

Bargaining Unit members assigned student labour on a seasonal basis and when such complement exceeds 6 or more students, will be provided with the 5% Lead Hand rate, providing the period exceeds more than five (5) continuous work days (and only for the duration of the assignment). This is not in addition to any Lead Hand rate the employee may already be receiving.

### **Reclassification of Building Mechanic 2 (BM2) to Building Mechanic 3 (BM3)**

Building Mechanic 2's (BM2) who complete 5 years of continuous service as a BM2 and have completed the following courses:

- Industrial Maintenance Mechanic Program with Millwright Certification or Building Maintenance Mechanic Apprenticeship Program
- Building and Environmental Systems Operator Class II Certificate

will receive, in addition to his/her hourly rate, a \$1.00/hour education premium and will be reclassified to Building Mechanic 3.

## MEMORANDUMS/LETTERS OF AGREEMENT & UNDERSTANDING

### Memorandums of Understanding

1. FPO Shift Schedule
2. Scholarship Plan
3. Self Funded Leave

### Letters of Understanding

1. Health and Performance Centre
2. Job Registry
3. Local Health and Safety Committees
4. Benefits

### Letters of Agreement

1. Pension
2. Employment Equity
3. Environmental Health and Safety Course Offerings
4. New Buildings
5. Posting of Positions
6. Jointly Sponsored Pension Plans
7. Early Retirement Subsidy
8. Layoffs

### Memorandums of Agreement

1. Pension Contributions

### Letters of Intent

1. Union Office Facilities

### Statement on Plan Text Amendments

Appendix A – Joint Return to Work Committee Terms of Reference

## MEMORANDUM OF UNDERSTANDING#1 - FPO SHIFT SCHEDULE

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 of forty (40) hours per week;
- (2) Hours of coverage – 08:00 hrs – 18:00 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;

### 10 Hour Shift for F.P.O.'s

(1) Normal Hours of Operation: Monday to Friday, 08:00 hrs. to 18:00 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. However, it is agreed that prior to implementing this change, discussions with the Union will occur;

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

(3) Without prejudice or precedent to the University's position that bargaining unit members (including FPO's) are not guaranteed work on any Paid Holidays, 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 Holiday's each, however individuals may agree to "shift-change" provided there are no additional costs to the University generated by this arrangement.

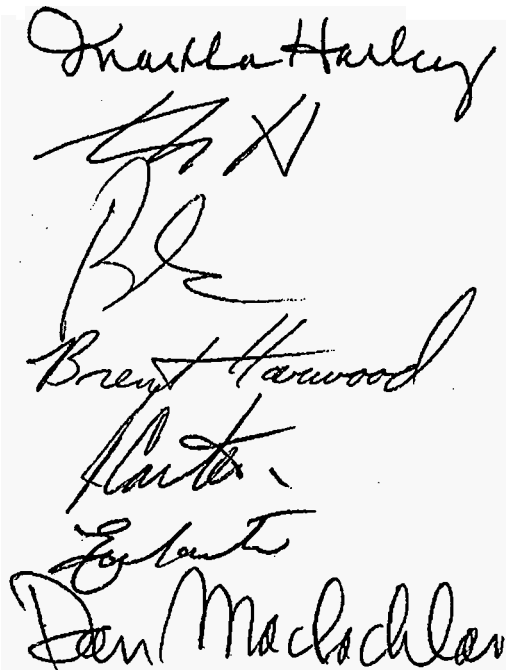
At this time it is not the intention of the University to schedule any FPO's to work on: Christmas Eve; Christmas Day; Boxing Day; New Year's Eve; New Year's Day. Compensation for these days will be as per the Collective Agreement (ie. 8 hours straight time pay).

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.

(4) 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 21. It is understood that this arrangement will not increase the University's costs. Therefore Article 14, 15, 16, 17, and 19 refer to an eight (8) hour day unless stipulated as a calendar day, in these or any other articles of the Collective Agreement.

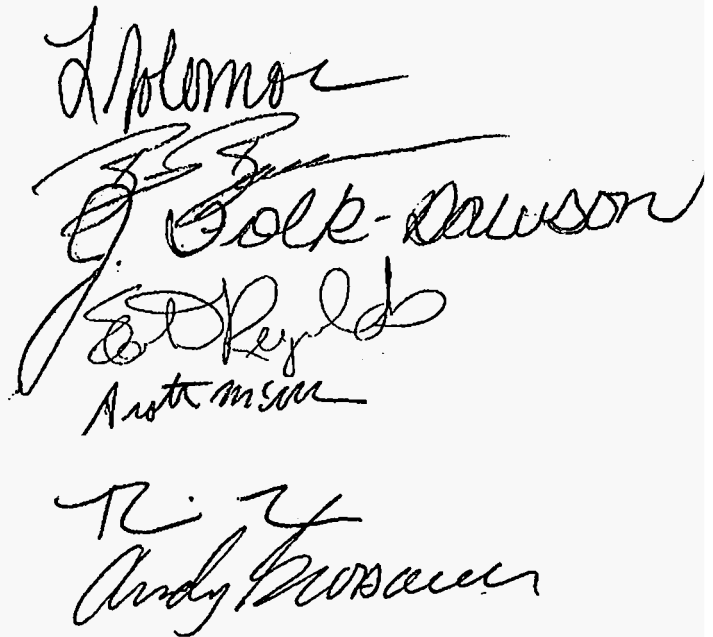
SIGNED this 20<sup>th</sup> day of July, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph



Shirley Harley  
G. H.  
B. H.  
Brent Harwood  
Harter  
L. H.  
Dan Mackochler

On Behalf of the  
Canadian Union of Public Employees  
Local 1334



A. Plomer  
B. B.  
J. Galk-Dawson  
J. D. Reynolds  
A. M. M.  
R. Y.  
Andy Grossman

## 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 and spouse of: a) regular full-time employees; b) retired or deceased employees; and, c) employees receiving long term disability payments or WSIB benefits. 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 of the University of Guelph-Humber partnership 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-courses 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 – 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 percent (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.

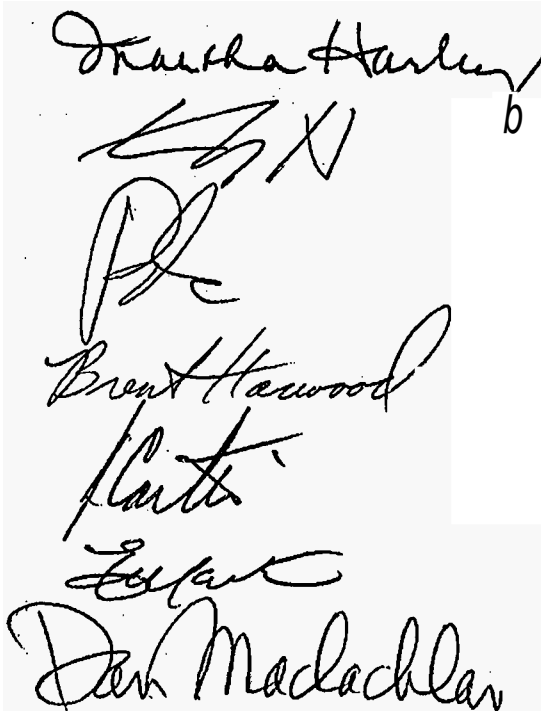
It is further understood that the above-mentioned funds will be available for Canadian Union of Public Employees members only (i.e. dependents as defined). Dependent means child of the



employee, less than 26 years of age and dependent for support on such employee. The following will also be considered children of the employee; persons the employee is adopting during the period of probation; stepchildren of the employee; and persons related to the employee by blood or marriage, or for whom the employee is the legal guardian. The restriction of 25 years does not apply to a physically or mentally disabled child who is over 25 years of age and who had this condition and was a dependent of the employee before the age of 26. Spouse included a legal spouse, common-law spouse or same-sex partner.

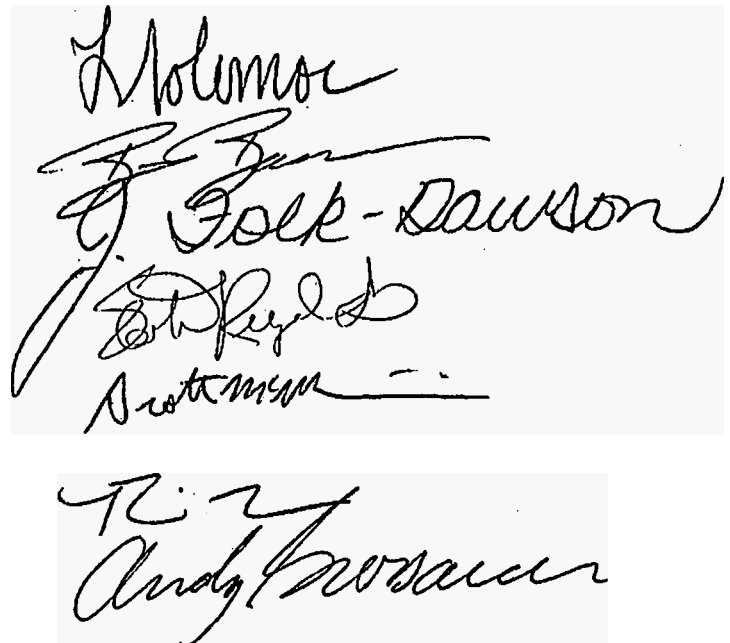
SIGNED this 20<sup>th</sup> day of JULY, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph



Dr. Anisha Harley  
[Signature]  
[Signature]  
Brent Howwood  
[Signature]  
[Signature]  
Dan MacLachlan

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



[Signature]  
[Signature]  
J. Golek-Dawson  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Andy [Signature]

## MEMORANDUM OF UNDERSTANDING #3 – SELF FUNDED LEAVE

The University of Guelph has a self-funded leave plan for regular full-time employees represented by CUPE 1334. If you are eligible, the plan gives you an opportunity to fund a leave of absence by deferring a portion of your salary, which will then be paid to you at the time of the leave. In accordance with the Income Tax Act of Canada, you are entitled to defer taxes on the deferred salary until the leave period.

### How It Works

Under **this** plan, you may apply for a leave of absence of up to twelve (12) months. To fund this leave, a portion of your annual salary (up to thirty-three and one-third percent (33⅓%)) would be held in an interest bearing account. **At the end of** a specified period, you would go on leave of absence and be paid the amount set aside in the account.

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

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

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

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

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

### Eligibility

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

### Application

It is recommended that all the implications of the self-funded leave plan be fully understood before you apply. It is therefore important to meet with a member of the Human Resources Compensation and Benefits staff before applying.

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

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

### Salary Deferral

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

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

### Duration of Leave

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

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

### Payment of the Deferred Salary

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

### Return from Leave

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

### Cancellation of Leave

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

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

### Benefit Coverage

#### During the Salary Deferral Period

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

#### During the Leave Period

- You will continue to contribute to the Pension Plan on your full one hundred percent (100%) salary.

- Income Tax and Canada Pension Plan contributions will be deducted from the deferred salary payments.
- Employment Insurance premiums will not be deducted from the deferred salary payment as the leave period is not a period of employment for purposes of Employment Insurance (Unemployment, Sickness, Adoption, Maternity and Parental Leave), The period of leave may hinder your eligibility for Employment Insurance Benefits. Please contact the Compensation and Benefits Department for further details.
- Life Insurance and Long Term Disability premiums and benefits will be based on your full one hundred percent (100%) salary. Normal cost-sharing arrangements will apply. If you become disabled during the leave period your sick leave payments and long term disability elimination period will commence upon the scheduled completion of your leave, assuming you are disabled at that time.
- Major Medical and Dental Insurance premiums will continue, and the normal cost-sharing arrangements will apply.
- You will remain eligible for any base wage adjustments while in full-time employment.
- Vacation will not accumulate and cannot be used after the first month of the leave.
- Sick Leave cannot be used during any period of the leave.
- You will continue to receive credit for length of service.
- Seniority shall accrue during the period of leave.

Other Matters

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

SIGNED this 20<sup>th</sup> day of July, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph

*Travis Harley*  
*[Signature]*  
*[Signature]*  
*Brent Harwood*  
*[Signature]*  
*[Signature]*  
*Dan Macdonald*<sup>60</sup>

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

*[Signature]*  
*[Signature]*  
*J. Folk-Dawson*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*Andy Grosman*

**LETTER OF UNDERSTANDING#1 - HEALTH AND PERFORMANCE CENTRE**

The University shall, on a one-time only basis (subject to program continuance and program availability) during the life of this Collective Agreement, reimburse CUPE 1334 members for seventy-five percent (75%) of the cost of one (1) of the following consultation programs offered at the University of Guelph, Health and Performance Centre (One Program Only):

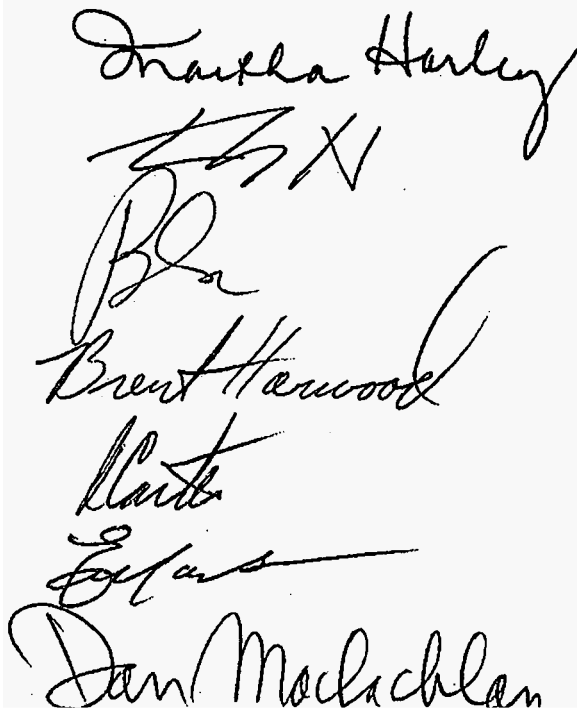
- "Gold Package – Fitness and Nutrition Success Program"
- "Silver Package – Fitness and Nutrition Success Program"
- "Bronze Package – Fitness and Nutrition Success Program"
- "Weight Watchers – 14 Week or 20 Week "At Work Program"

It is agreed that a change in title of the programs specified shall not impact on the commitments made in this Letter of Understanding, provided that the majority of the subject matter and content of the new program offerings remain similar to those contained herein.

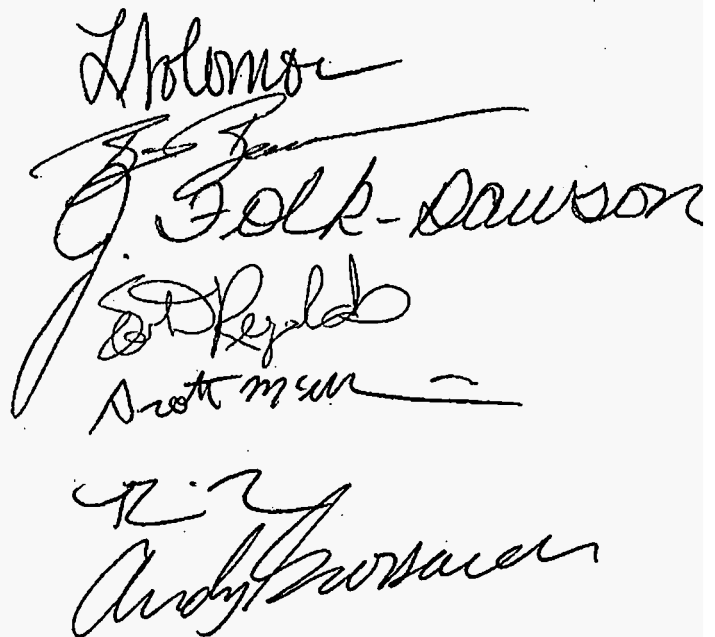
SIGNED this 20<sup>th</sup> day of July, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph

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



Trisha Harley  
[Signature]  
[Signature]  
Brent Herwood  
[Signature]  
[Signature]  
[Signature]  
Dan MacLachlan



[Signature]  
[Signature]  
J. Folk-Dawson  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Ardy Gossauer

**LETTER OF UNDERSTANDING #2 -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 20<sup>th</sup> day of July 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph

*Trisha Harley*  
*[Signature]*  
*[Signature]*  
*Brent Harwood*  
*[Signature]*  
*[Signature]*  
*Don MacLachlan*

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

*[Signature]*  
*[Signature]*  
*J. Galt-Sawson*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*Andy Gromacek*

## LETTER OF UNDERSTANDING #3 – LOCAL HEALTH AND SAFETY COMMITTEES

During the 2010 round of collective bargaining the parties discussed their shared responsibilities under the Occupational Health and Safety Act and Union concerns that a number of its health and safety issues had not been adequately addressed through the Local Joint Health and Safety Committee. Both parties reaffirmed their commitment to provide a safe and healthy workplace for employees, which begins with employees identifying health and safety concerns first with their immediate supervisor. The parties further agreed that **issues** not resolved at the supervisory level are best addressed in a prompt and cooperative manner through the current structure, via the Local Joint Health and Safety Committee.

As a result of these discussions, the parties reaffirmed their commitment to the function of the Local Joint Health and Safety Committee in accordance with the Central Joint Health and Safety Committee terms of reference.

Such commitment includes developing an effective resolution process for health and safety concerns in compliance with the University of Guelph Central Joint Health and Safety Committee Terms of Reference. Physical Resources and Student Housing Local Joint Health and Safety Committee meetings shall be convened at least quarterly. Minutes of such meetings shall be posted within ten (10) days in the applicable work areas, with a copy to the Union and a copy forwarded to the Central Joint Health and Safety Committee, and where appropriate, for inclusion at their next scheduled meeting.

SIGNED this 20<sup>th</sup> day of July, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph

*Marsha Harley*  
*[Signature]*  
*[Signature]*  
*Brent Harwood*  
*[Signature]*  
*[Signature]*  
*Dan MacLachlan*

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

*[Signature]*  
*[Signature]*  
*J. Golek-Dawson*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*Andy [Signature]*



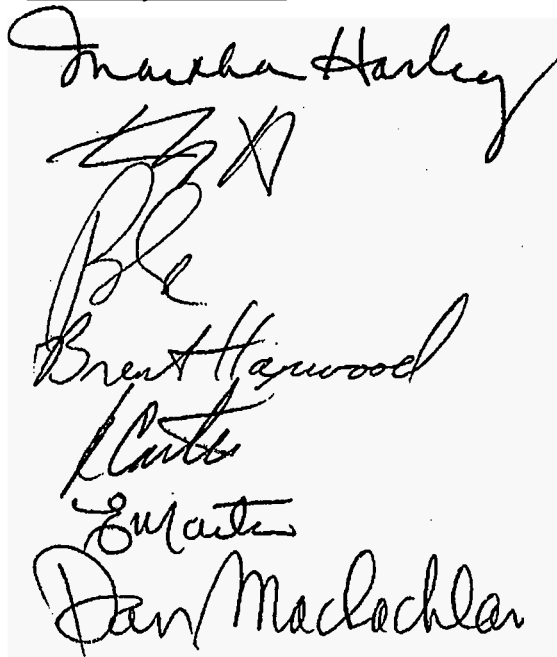
**LETTER OF UNDERSTANDING #4 – BENEFITS**

Further to discussions during collective bargaining, this will confirm that the current provisions of the employee extended health, dental, long term disability, and life insurance plans will continue for the life of the new collective agreement.

This confirmation excludes any changes required as a result of Provincial or Federal legislation or in response to changes in the cost of government sponsored benefits, or changes to premiums associated with the provision of the extended health, dental, long term disability and life insurance plans

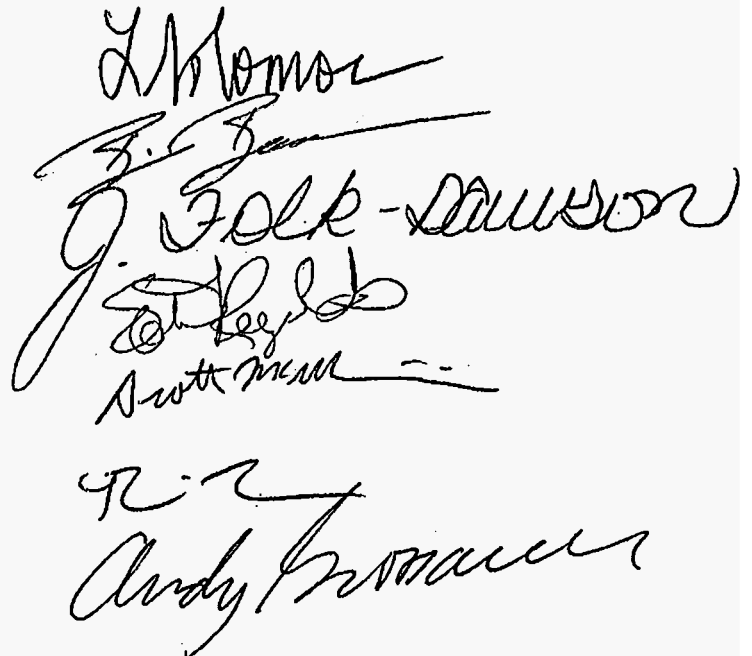
SIGNED this 20<sup>th</sup> day of July, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph



Handwritten signatures for the University of Guelph: Trisha Harley, [Signature], [Signature], Brent Harwood, [Signature], [Signature], and Dan Macleachlan.

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



Handwritten signatures for the Canadian Union of Public Employees, Local 1334: [Signature], [Signature], J. Folk-Dawson, [Signature], [Signature], [Signature], and Andy [Signature].

## LETTER OF AGREEMENT #1 – Pension

Pension Plan information discussion:

During the term of this agreement, and as long as CUPE 1334 does not have a representative on the Pension Committee of the Board of Governors, the parties will meet once per contract year to review and discuss information relevant to the pension plan(s), including plan text amendments, actuarial valuation reports, financial statements, annual information returns and other documents filed with the pension regulatory authorities. The parties will establish an agenda in advance of such meetings in order to determine the relevant information required for discussion.

The University will advise the Union of its intention to file an actuarial valuation report and, as soon as practicable before filing, meet with the Union to discuss the valuation. It is recognized that if a mutually agreeable meeting time cannot be arranged prior to filing, this will not impact or delay the University's filing process. The University will provide the Union a copy of the actuarial valuation report following such filing.

SIGNED this 20<sup>th</sup> day of July . 2011. at Guelph, Ontario.

On Behalf of the  
University of Guelph

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

*Janet Hurley*  
*[Signature]*  
*[Signature]*  
*Brent Harwood*  
*[Signature]*  
*[Signature]*  
*Jan Maclellan*

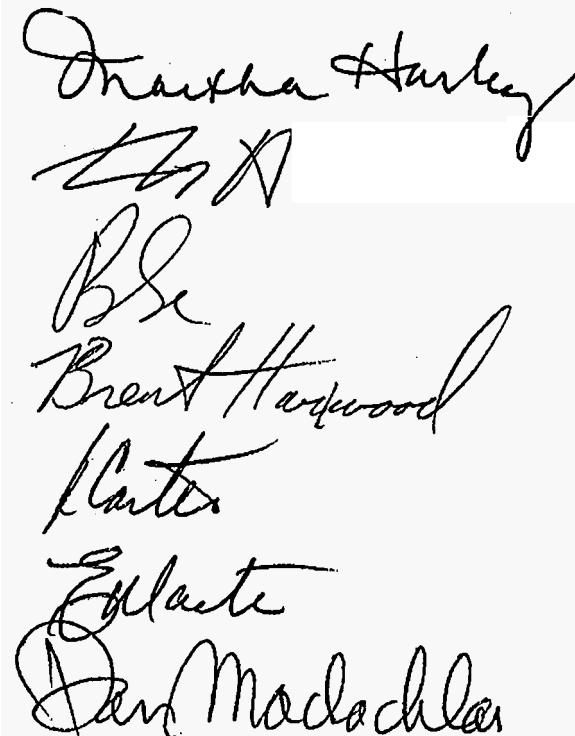
*[Signature]*  
*[Signature]*  
*J. Folk-Dawson*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*Andy Grossman*

**LETTER OF AGREEMENT #2 – Employment Equity**

The University agrees to meet with the Union, no less than one (1) time per semester to discuss employment equity initiatives undertaken by the University and explore opportunities for partnership with the Union related to increasing the presence of under represented groups in the bargaining unit

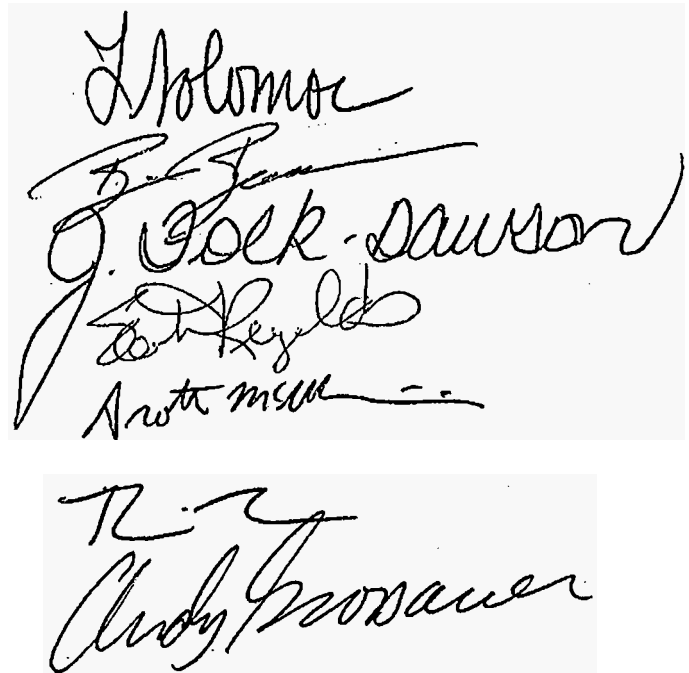
SIGNED this 20<sup>th</sup> day of July, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph



Druxha Harley  
[Signature]  
[Signature]  
Brent Harwood  
[Signature]  
[Signature]  
[Signature]  
Dan Madachian

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



[Signature]  
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J. Gock-Sawson  
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North [Signature]  
[Signature]  
[Signature]  
Andy Grossauer

**LETTER OF AGREEMENT #3 – Environmental Health and Safety Course Offerings**

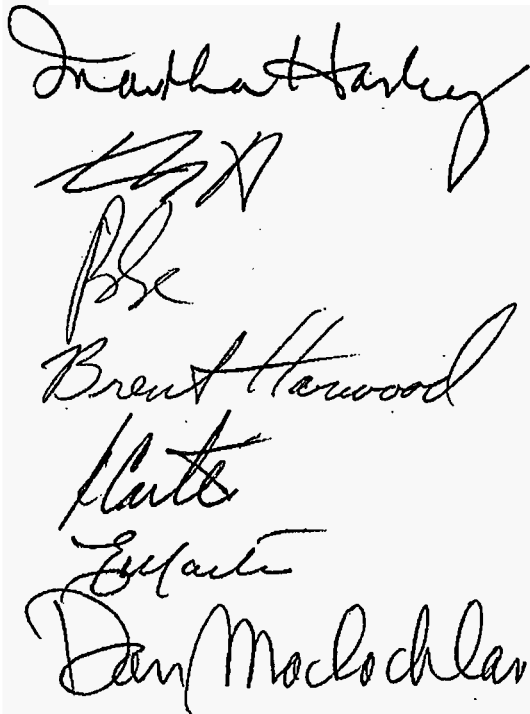
Further to Collective Bargaining the parties agree to enter into discussions during the term of the renewal agreement to address concerns raised by the Union with the current training offerings through Environmental Health and Safety and explore options for potential enhancements, which may include identifying joint training opportunities between the University and the Union.

In addition, Environmental Health and Safety will encourage feedback through the use of evaluations of course offerings. Should the Union raise any concerns regarding a particular course, the University will review the evaluations of such course with the Union at a meeting specifically convened for that issue.

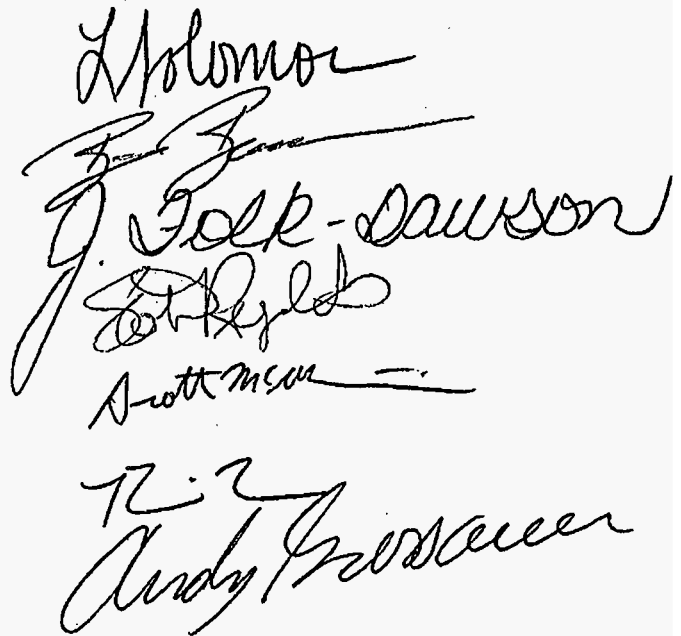
SIGNED this 26<sup>th</sup> day of July, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph

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



Matthew Harley  
[Signature]  
[Signature]  
Brent Herwood  
[Signature]  
[Signature]  
Dan Maclochlan



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J. Folk-Dawson  
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Andy Grosvenor

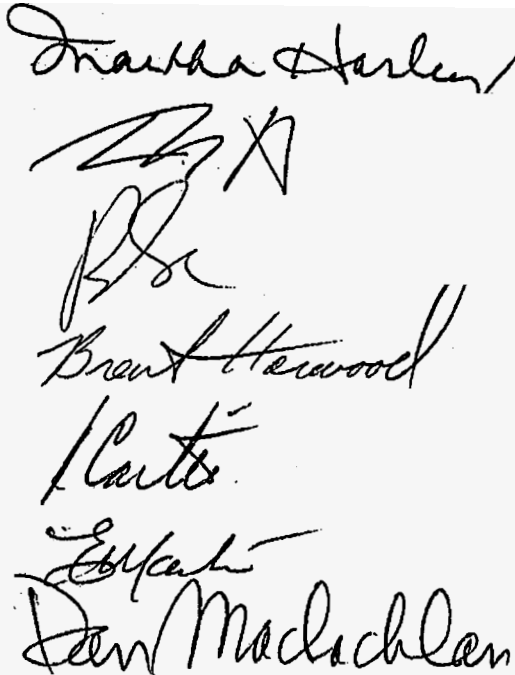
## LETTER OF AGREEMENT #4 – New Buildings

Further to discussions during Collective Bargaining the University has agreed that Physical Resources will assign custodial and maintenance employees represented by CUPE Local 1334, to complete bargaining unit duties in accordance with existing practice and the terms of this Collective Agreement, to the following new buildings on the main Guelph Campus:

1. The Biodiversity Building
2. Animal Health Lab – Pathobiology
3. The Engineering Building

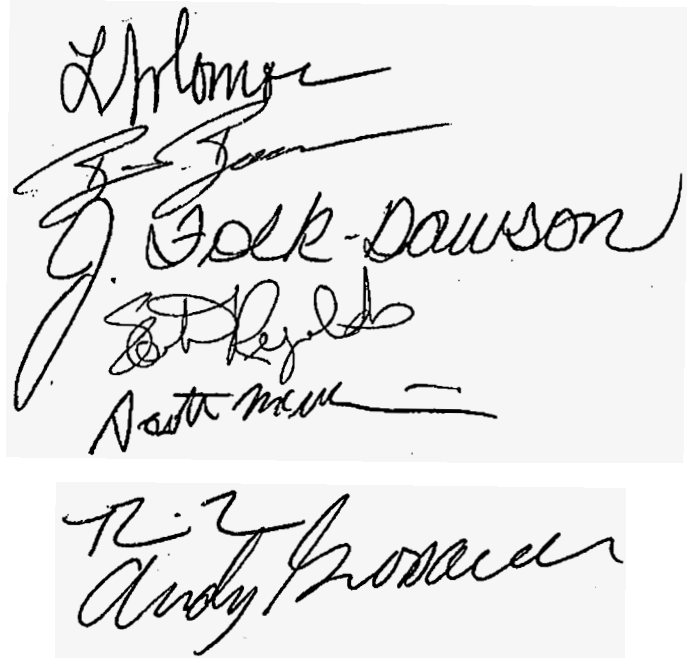
SIGNED this 20<sup>th</sup> day of July, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph



Dr. Anna Harley  
[Signature]  
[Signature]  
Brant Herwood  
[Signature]  
[Signature]  
Dan Madachlan

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



[Signature]  
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J. Galk-Dawson  
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Andy Groves

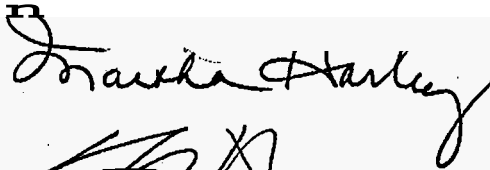

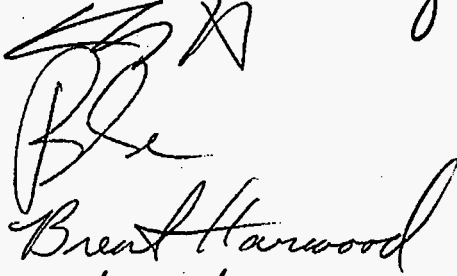
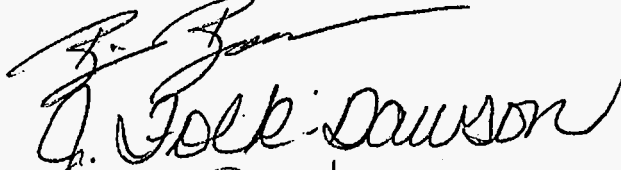

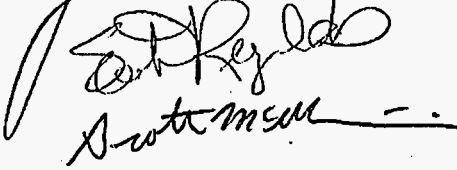


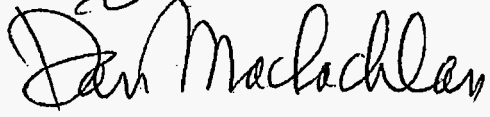

**LETTER OF AGREEMENT #5 – Posting of Positions**

The University commits to posting no less than ten (10) regular full-time bargaining unit positions following ratification but prior to the expiration of this Collective Agreement.

SIGNED this 20<sup>th</sup> day of July, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph

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

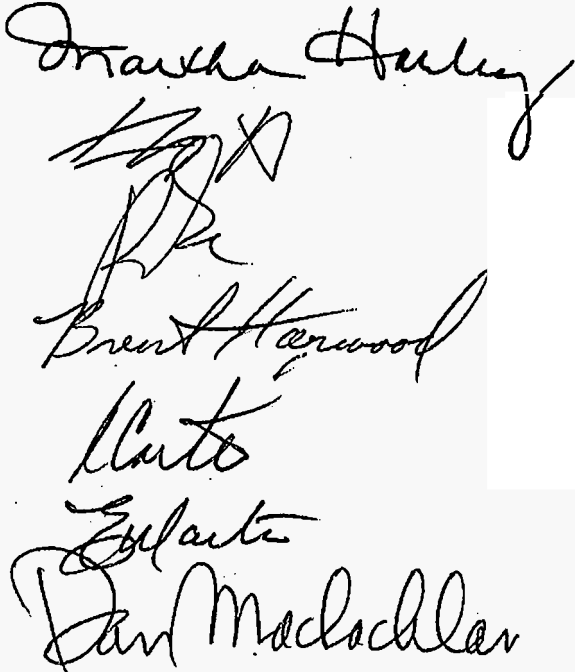
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**LETTER OF AGREEMENT #6 – Jointly Sponsored Pension Plans**

The parties agree to continuing discussions on Jointly Sponsored Pension Plans during the term of the Collective Agreement

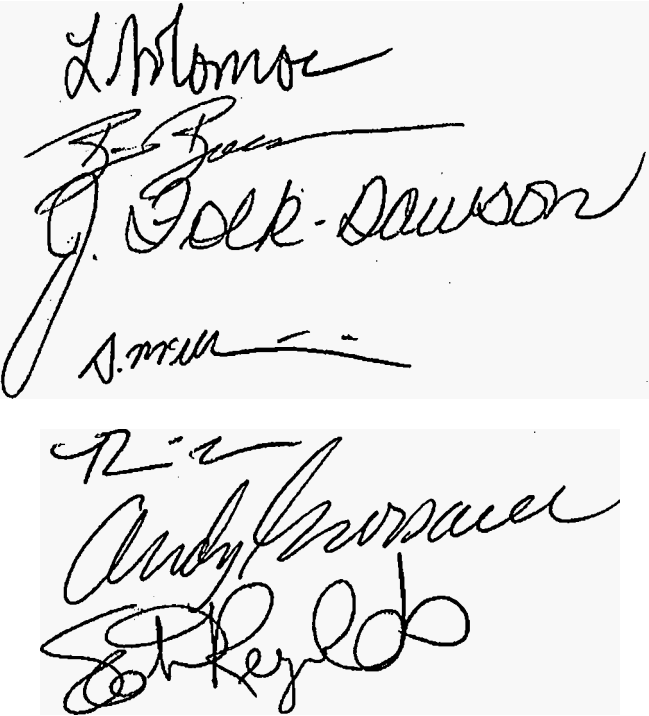
SIGNED this 20<sup>th</sup> day of July 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph



Ornava Harley  
[Signature]  
[Signature]  
Brent Herwood  
[Signature]  
[Signature]  
[Signature]  
Dan Macdonald

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



[Signature]  
[Signature]  
J. Dick-Dawson  
[Signature]  
[Signature]  
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[Signature]  
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**LETTER OF AGREEMENT #7 – Early Retirement Subsidy**

Effective on ratification of the agreement, the Pension Plan will be amended to eliminate the following portion of Section 9.02 Early Retirement, Section (c)(ii):

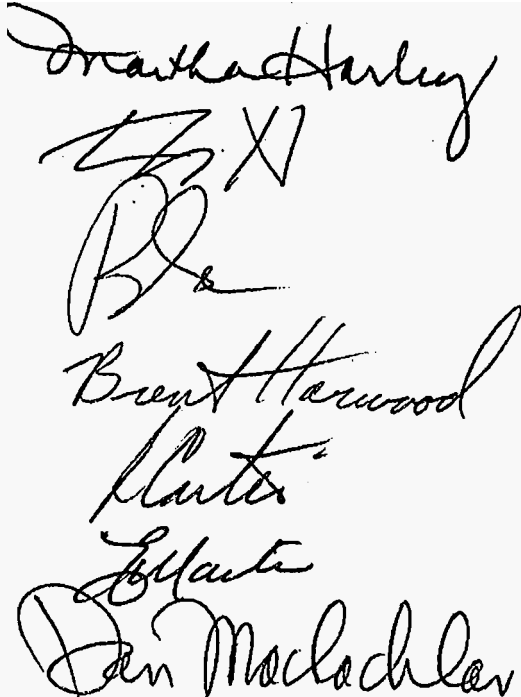
"...provided, however, that such reduction shall not apply if the Member has attained age sixty (60) and his retirement, is request by the University."

and furthermore the University will cease the practice of inviting and approving Applications for Retirement under the Rule of 60. Effective on ratification, no member shall be eligible for unreduced early retirement solely on the basis of being 60 years of age or older.

The University agrees to a discussion of providing a temporary window of ninety (90) days equivalent to the "Rule of 60" at the first round of bargaining subsequent to the Plan reaching a solvency funding ratio of at least 100%.

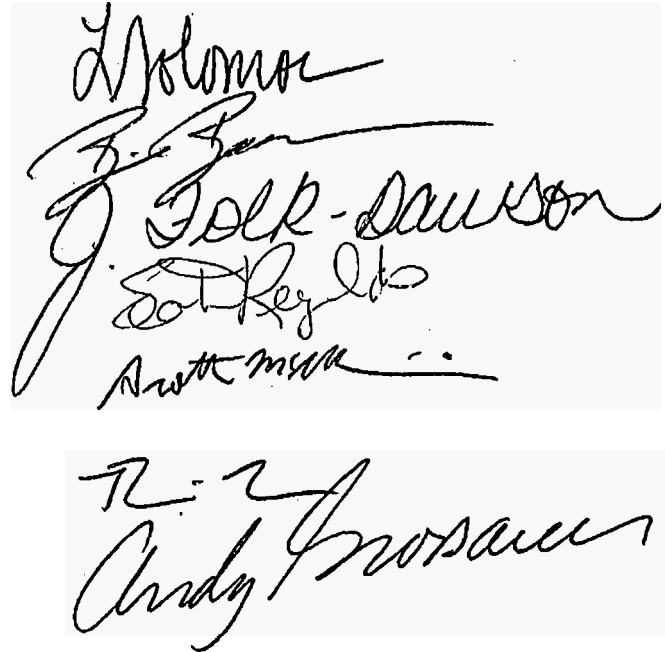
SIGNED this 20<sup>th</sup> day of July, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph



Matthew Harley  
Brent Harwood  
Kurtis  
Lizante  
Dan MacLachlan

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



William  
Bob  
J. Folk-Dawson  
Scott Reynolds  
Auntie  
R. J.  
Andy Grossman



**LETTER OF AGREEMENT #8 – Layoffs**

The University agrees that there will be no layoffs of regular full-time members during the term of this collective agreement.

SIGNED this 20<sup>th</sup> day of July, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph

Martha Harley  
LAX  
Be  
Brent Harwood  
Katie  
Gusnet  
Dan Macdonald

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

Holmes  
J. J. J.  
J. Folk-Dawson  
Bob Reynolds  
Scott McMillan  
R. J.  
Andy Fronciver

**LETTER OF INTENT #1 – Union Office Facilities**

The parties agree to engage in discussions, as soon as is reasonably possible, following the completion of collective bargaining, around concerns raised by the Union regarding its office facilities. Such discussions would include exploring options around improvements to those facilities including the potential re-location of the C.U.P.E Local 1334 office to other areas of the campus.

SIGNED this 20<sup>th</sup> day of JULY, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph

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

Ina the Harley  
[Signature]  
[Signature]  
Brent Harwood  
Carter  
Lalante  
Dan Macdonald

[Signature]  
[Signature]  
J. Gold-Dawson  
[Signature]  
A. [Signature]  
[Signature]  
Andy Grossman

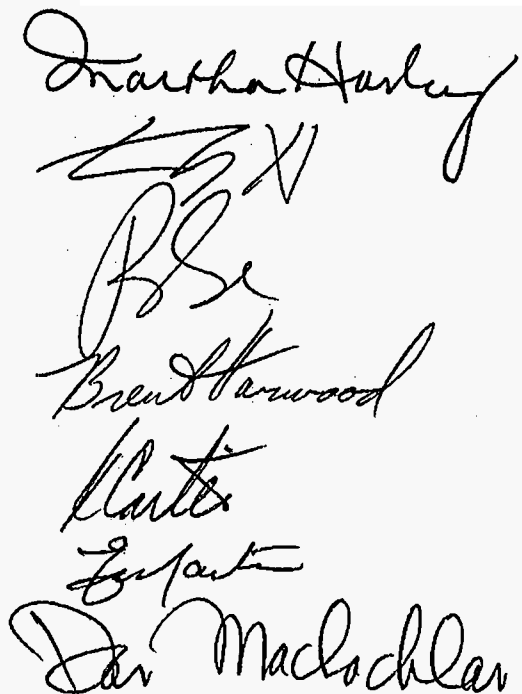
**STATEMENT ON PLAN TEXT AMENDMENTS**

For the term of this Agreement, pension plan text amendments (**except those required by legislation**) for the Retirement Plan or the Non-Professional Plan, which would modify benefit levels of the plans for the members of CUPE 1334 shall require the written agreement of CUPE 1334.

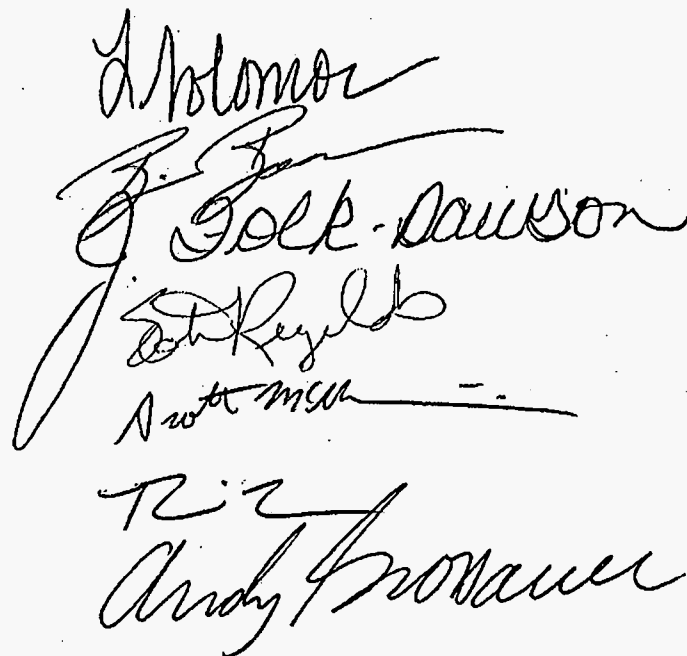
SIGNED this 20<sup>th</sup> day of JULY, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph

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



Handwritten signatures for the University of Guelph: Dorothy Harley, [Signature], [Signature], Brent Harwood, [Signature], [Signature], and Dan Maclochlan.



Handwritten signatures for the Canadian Union of Public Employees, Local 1334: [Signature], [Signature], J. Golek-Dawson, [Signature], [Signature], [Signature], [Signature], and Andy [Signature].

## MEMORANDUM OF AGREEMENT #1 – Pension Contributions

Further to Collective Bargaining the parties agree as follows:

| Effective Date: | May 1, 2010 | May 1, 2011 | May 1, 2012 |
|-----------------|-------------|-------------|-------------|
| Below YMPE      | 5.62%       | 6.61%       | 7.60%       |
| Above YMPE      | 7.32%       | 8.61%       | 9.90%       |

**\*These** are the current contribution rates for **CUPE 1334**. They include a **0.68%** payment to fund the retroactive component of the formula Improvement Implemented May 1, 2009 (i.e. for the Retirement Plan **1.6%** x **Your Best Average Earnings up to the Average YMPE Plus 2.0%** x Your Best Average Earnings In Excess of the Average **YMPE**). It is currently scheduled to end in **2024**. The current **0.68%** is now to become part of the contributions for **CUPE 1334** (i.e. not to cease in **2024** as currently specified).

- i) It is understood by the Parties that the above employee contribution rates are to remain in effect until such time as the plan actuary indicates that the Plan's solvency funding level has reached at least 100% or new Provincial legislation permanently relieves the University of all Plan' funding obligations under solvency calculations. At that time, a reset to 130% of the employer to member normal cost contribution ratio shall be made unless such reset will lead to an increase to the member rates. From the time of any such reset forward, should the employer to member normal cost contribution rate become less than 130% due to benefit reductions, adjustments to member contribution rates to restore the employer to member normal cost contribution ratio to 130% will be made.
- ii) It is further agreed that should Provincial legislation eliminate all University funding obligations under solvency regulations for a specified term, the member contributions would be reset to the 130% employer to member normal cost ratio per (i) above for the duration of the specified term.

SIGNED this 20<sup>th</sup> day of July, 2011, at Guelph, Ontario.

On Behalf of the  
University of Guelph

*Dan Mac*

*Trisha Harley*

*[Signature]*

*[Signature]*

*Brent Herwood*

*[Signature]*

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

*[Signature]*

*[Signature]*

*J. Falk-Dawson*

*[Signature]*

*[Signature]*

*[Signature]*

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

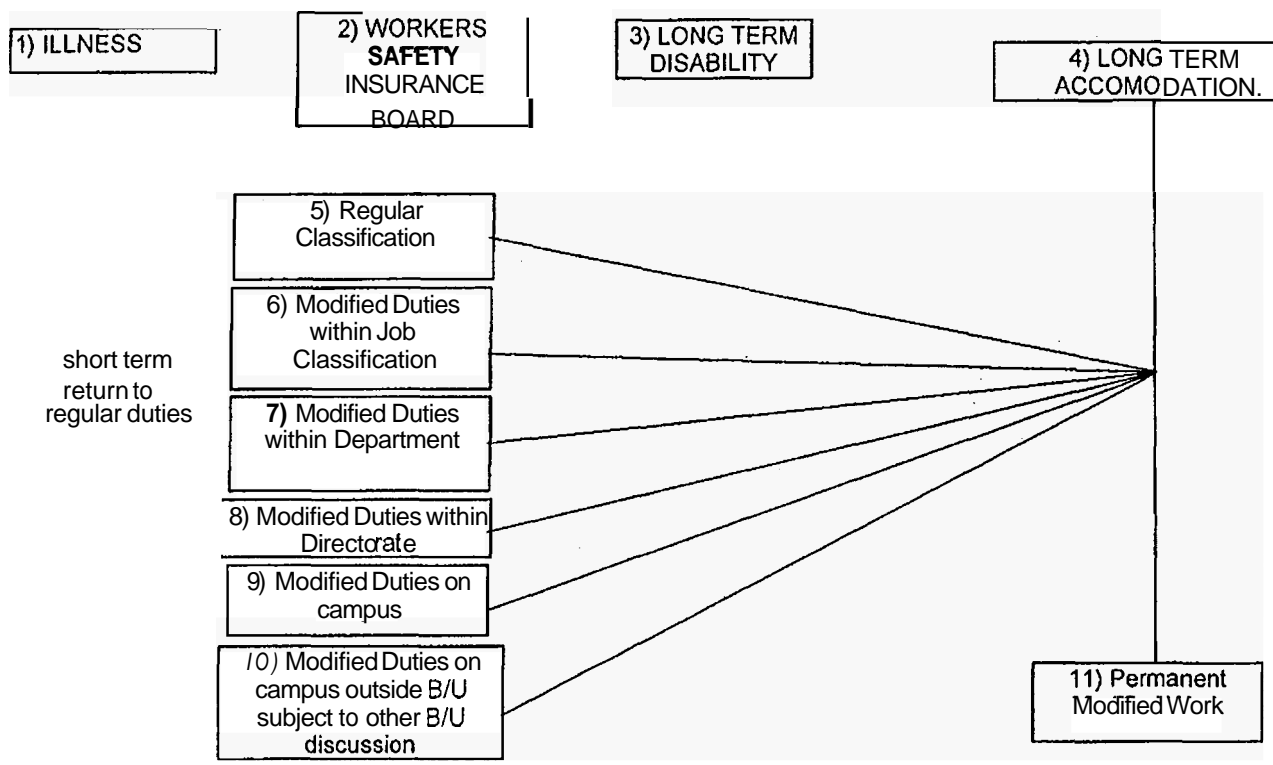
**Terms of Reference**

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 by Occupational 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 on-going 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.

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



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

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