

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF GUELPH FOOD SERVICE  
EMPLOYEES ASSOCIATION UNIT 1**

**AND**

**THE UNIVERSITY OF GUELPH**



**EXPIRY DATE**

**April 30, 2027**

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## **ARTICLE 1 – DEFINITIONS**

"Employee" means an employee of the University included in the Bargaining Unit defined in Article 3.01 of this Agreement.

"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 department.

"Vacation year" and "year" means the period from 1 January to 31 December annually.

"Layoff" means temporary cessation of employment because of lack of work in an employee's classification or the discontinuance of a function or facility of the University.

"Regular full-time" means an employment class at the University conferring upon its incumbents the anticipation of:

- a) hours of work of normally thirty-seven and one half (37 ½) per week,
- b) an indeterminate term of employment during good conduct, capacity for their work, competence, and for so long as suitable work is available.

"Limited full-time" means an employment class at the University conferring upon its incumbents the anticipation of:

- a) hours of work normally thirty-seven and one half (37 ½) hours per week,
- b) limited annual term of employment between seven (7) to ten (10) months, so long as suitable work is available,
- c) limited full-time does not confer regular full-time status and limits benefit entitlement to those identified in MOU A – Limited Full-Time Benefits.

"Paid status" means drawing wages for time worked, for paid sick leave, for paid holidays, for vacation leave, and for periods of Workplace Safety and Insurance Board (WSIB) of up to six (6) months duration.

"Department" means "Hospitality Services".

"Retail" means the portions of operational units that are under the direction of Hospitality Services. These operations include, but are not limited to: University Bookstore, Eastside Variety, and Gryph's Pro Shop.

"Emergency" is defined as a serious situation or occurrence that happens unexpectedly and that requires immediate or urgent action.

## **ARTICLE 2 – PURPOSE**

### **2.01**

- a) The general purpose of this Agreement is to establish and maintain collective bargaining relations between the University and the employee covered by this Agreement; to provide for ongoing means of communication between the Association and the University and the prompt and equitable disposition of complaints and grievances and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- b) Any letters of understanding and/or memoranda of understanding printed with the Collective Agreement are attached to and form part of this Collective Agreement.

## **ARTICLE 3 – RECOGNITION AND SCOPE**

- 3.01 The University recognizes the Association as the sole and exclusive bargaining agent for all regular full-time employees and limited full-time employees of the University's Hospitality Services Department employed in a "Food Service" capacity, employed at its campus in Guelph, Ontario, save and except for office and clerical staff; management and supervisory staff, including coordinators, dieticians, and purchasing staff; persons not regularly employed for not more than twenty-four (24) hours per week averaged over a two (2) week pay period; students employed during their school vacation period or first off semester period in a year.
- 3.02 Should any new position(s) be established within the University which the Association claims to fall within the Bargaining Unit defined in Article 3.01 hereof, the question as to its inclusion in or exclusion from the Bargaining Unit shall be determined by mutual agreement, or in the absence of such agreement, by resort of the Grievance and Arbitration Procedure provided in the Agreement.
- 3.03 This Agreement contains all the terms and conditions agreed upon by the University and the Association and, during the term of the Agreement, neither will be required to negotiate on any further matter affecting these terms and conditions or any other subject not included in the Agreement. However, the Parties recognize the benefits of consultation and are willing to discuss matters of mutual concern relative to the application or interpretation of this Agreement.

## ARTICLE 4 – RELATIONSHIP

The University and the Association agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, disability or record of offences unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment.

No discrimination, intimidation, restraint or coercion shall be exercised or practiced by the Association or any of its representatives or members with respect to any employee; neither shall there be any of its representatives or members, during work hours if such solicitation will interfere with the operational requirements of the University.

The University shall maintain a work environment that is free from harassment. Harassment is a form of discrimination based on one or more of the prohibited grounds identified by the *Ontario Human Rights Code* or by the University's Human Rights Policy. The *Code* defines harassment as, "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome." Harassment may be either subtle or blunt and may include verbal or physical abuse, jokes, slurs, graffiti, pejorative or demeaning names, hate group activity and ostracism. Sexual harassment will not be permitted by any agent or employee of the University towards any other employee, student or visitor. Sexual harassment can include a sexual advance, request for sexual favours or sexual flirtation or banter that is known, or ought reasonably to be known, to be unwanted. It is particularly serious where the solicitation or advance is made by any person in a position to grant, confer or deny a benefit, privilege or advancement to the person subjected to the harassment.

- a) An employee may elect to submit a grievance alleging harassment under the Collective Agreement or to file a complaint under the University's Workplace Harassment or Human Rights Policy.
- b) Employees electing to proceed with a complaint under the University's Workplace Harassment or Human Rights Policy shall have the right to be accompanied by a Union representative at any stage of the process.

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

The University and the Association shall work together in the interest of achieving a violence free workplace. Workplace violence is defined as any incident in which an employee is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace. It is expected that employees or the Association on their behalf will report incidents of workplace violence to their immediate supervisor or, as appropriate

Campus Safety Office as specific circumstances dictate, and as necessary, file an incident report detailing the incident including any direct related damage to property. Such reported incidents will be investigated by the University. The outcome of such investigation will be communicated to the Union/Association. If the complaint is not resolved to the satisfaction of the member of the Union/Association, a grievance may be filed at Step Two.

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 5 – MEMBERSHIP IN THE BARGAINING UNIT & DEDUCTION OF DUES**

- 5.01 The University will, during the term of this Agreement, deduct from the wages of all employees who have completed their probationary period and who are actively employed an amount equal to the monthly Association membership dues as properly notified in writing by the Association to the University.
- 5.02 Employees who join the University subsequent to the date of effectiveness of this Agreement and during the term of the Agreement and who have completed their probationary period shall be required by payroll deduction to pay an amount equal to the monthly Association membership dues to the Association.
- 5.03 The sums equivalent to membership dues referred to in Articles 5.01 and 5.02 shall be deducted from the first (1<sup>st</sup>) pay of every month and remitted by the University to the Secretary of the Association prior to the end of the month in which the dues have been deducted. The initial remittance shall be accompanied by a list of employees with respect to whom such remittance is made. Subsequent remittances shall include reconciliation lists of additions and deletions.
- 5.04 The Association agrees to indemnify and save the University harmless from any and all claims, suits, judgements, attachments, and from any form of liability arising from or as a result of the deduction or non-deduction of such dues made in accordance with the foregoing authorization.

## **ARTICLE 6 – MANAGEMENT RIGHTS**

- 6.01 The Association acknowledges that it is the function of the University to:
  - a) maintain order, discipline and efficiency,
  - b) hire, assign, retire, promote, demote, classify, transfer, layoff, recall and to suspend, discipline employees or discharge seniority-related employees for just cause 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 to manage the University and without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery, and equipment to be used, schedules of work and all other matters concerning the operation of the University not otherwise specifically dealt with elsewhere in this Agreement.

## **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 Association agrees that it will not call or authorize, and no officer, official or agent of the Association will counsel, procure, support or encourage a strike. The Association further agrees that any strike or other collective action designed to restrict or limit the work or the University's operation by employees, would be in violation of this Agreement and if any such strike or collective action takes place involving Association members, the Association will repudiate it forthwith and advise its members to return to work or cease such action.

## **ARTICLE 8 – COMMITTEE**

8.01 The University will recognize up to five (5) Association representatives selected by the Association from amongst members of the Bargaining Unit as an Association Committee for the purpose of discussing with University management provided, however, up to four (4) of such representatives will be employees of the University's Hospitality Services:

- a) matters of mutual concern relative to the interpretation or application of this Agreement,
- b) the renewal or re-negotiation of this Agreement.

8.02 Employees shall not be eligible to serve as members of the Association Committee until they have been continuously employed for a period of not less than one (1) year and successfully completed their probationary period.



- 8.03 Notwithstanding Article 8.01 above, the University will recognize up to five (5) employee representatives (no more than two (2) from any operational unit of the Hospitality Services Department) for the purpose of grievance administration.
- 8.04 An employee who is a member of the Association Committee or who is an employee representative has their regular duties to perform and will not absent themselves from their duties without the consent of their immediate supervisor which will not be unreasonably withheld.
- 8.05 Where a grievance must be serviced or where meetings between Association and University officials take place during an employee's scheduled working hours, they shall be paid their 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 (1) so acting for the Association.
- 8.06 The Association shall keep the University informed in writing of the names and positions of its executive and Association Committee, and of the names and areas of responsibility of its employee representatives. The effective date of appointment shall be included in such notification.
- 8.07 The University will grant up to a total of twenty-five (25) days per contract year, leave of absence with pay for Food Service Employees Association executive members or their designate, to attend educational courses, conferences, conventions and seminars, and to attend to University related Association duties. Requests for such leaves of absence as detailed above, must be submitted in advance and in writing to Staff Relations and will be subject to supervisory approval and operational requirements, which shall not be unreasonably withheld. It is further understood that all costs for transportation, accommodation and tuition will be borne by the Association.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.01 It is the mutual desire of the Parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until they have first given their immediate management supervisor an opportunity to adjust their complaint. If an employee has a complaint, they shall discuss it with their immediate management supervisor within seven (7) days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The immediate management supervisor shall be allowed seven (7) days to seek information and advice and to communicate their answer to the complainant. At any stage of the grievance procedure, the employee may be accompanied by an Association representative, who is an employee of the University.

9.02 If the complaint is not settled to the satisfaction of the employee concerned, the following steps of the grievance procedure may be invoked in order:

**Step One**

Within five (5) days of the reply of the immediate management supervisor, the employee may present their alleged grievance in writing on a form acceptable to the University to the Executive Director, Hospitality Services or designate. Each written grievance shall be signed by the employee and shall include:

- a) the date of presentation,
- b) the nature of the grievance,
- c) the remedy sought,
- d) the paragraph or paragraphs of this Agreement alleged to have been violated or the alleged occurrence said to have caused the grievance,
- e) all applicable Province of Ontario Legislation, such as the *Ontario Human Rights Code*, alleged to have been violated.

The employee may be assisted in the preparation and presentation of their grievance by their representative. Failing an immediate settlement, the Executive Director, Hospitality Services or designate shall deliver the decision in writing to the employee and their representative within seven (7) days following the presentation of the written grievance to them.

9.03 **Step Two**

If not settled at Step One, the employee together with up to three (3) of the Committee members recognized in Article 8.01 may, within seven (7) days of the reply at Step One, present the grievance in writing to the Director, Human Resources (Staff Relations) or designate with a notice of a desire to meet. The Director, Human Resources (Staff Relations) or designate, shall meet with the Committee, within fifteen (15) days of the receipt of such notice and shall give their reply in writing within seven (7) days following the meeting.

9.04 **Step Three**

If the employee and the Association Committee are not satisfied with the decision of the Director, Human Resources (Staff Relations) or designate they may, within fifteen (15) days of such decision, demand in writing that the matter be taken to arbitration in accordance with the procedure provided in this Agreement.

The time limits prescribed in Article 9 (Grievance Procedure), Article 10 (Discharge and Suspension Cases) and Article 11 (Arbitration) may be extended by mutual agreement of the Parties in writing.

If the time limits or any mutually agreed upon extension are not observed by employees or the Association, the grievance shall be considered as abandoned and may not be re-opened. If the time limits or any mutually agreed upon extension are not observed by the University, the grievance will be considered as advanced to the next stage of the grievance procedure.

**9.05 Group Grievances**

When two (2) or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and shall be initiated at Step One and be presented to the Executive Director, Hospitality Services.

**9.06 Policy Grievance**

A grievance arising directly between the University and the Association (which could not normally be grieved by an individual employee) shall be initiated at Step Two. Any grievance by the University or the Union as provided herein shall be commenced within fifteen (15) days after the grieving party became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.

**ARTICLE 10 – DISCHARGE AND SUSPENSION CASES**

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

10.02 Where an employee is suspended or discharged after the completion of their probationary period, the employee and the Association shall be informed, at the same time, of their suspension or discharge. The employee will be entitled to be accompanied to this meeting by an Association representative. A written confirmation of said discharge or suspension shall be provided to the employee and the Association within five (5) days.

10.03 An employee who has completed their probationary period may initiate a grievance at Step Two of the Grievance Procedure alleging that they have been unjustly discharged/suspended. Such grievance shall be filed within five (5) days after the discharge/suspension has been affected.

10.04 A grievance filed under the terms of Article 10.03 may be settled under the grievance or arbitration procedure by:

- a) confirming the University's action in discharging/suspending the employee,
- b) reinstating the employee without loss of seniority and with full compensation for time and credits lost, or,
- c) by any other arrangement which may be deemed just and equitable.

- 10.05 Employees who have completed their probationary period have the right to review their Human Resources file not more than once yearly. In order to do so, employees are to submit their request, in writing, to the Staff Relations section of Human Resources. An appointment to review the Human Resources file will be arranged within three (3) working days in Human Resources of the receipt of the request or within practical limitations.
- 10.06 It is agreed that disciplinary letters within employees' Human Resources files shall be removed after a two (2) year period provided that no further discipline has been recorded within that two (2) year period.

## **ARTICLE 11 – ARBITRATION**

- 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 of this Agreement.
- 11.02 The arbitration procedure incorporated into this Agreement shall be based on the use of a single Arbitrator selected by mutual agreement of the Parties. Failing agreement, either Party may file with the Ministry of Labour for appointment of an Arbitrator.
- 11.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 11.04 The decision of the Arbitrator will be final and binding upon the Parties hereto and the employee or employees concerned.
- 11.05 The Parties will jointly share the expenses of the Arbitrator.
- 11.06 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 arbitration,
  - b) of the matter to be placed before the Arbitrator, and
  - c) of the right of that third party to be present and represented.
- 11.07 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by the Agreement, nor alter, modify or amend any part of this Agreement.

## **ARTICLE 12 – SENIORITY**

- 12.01 A new employee shall be on probation until they have-completed three (3) months of continuous employment. On written notice to the employee and the Association, the

University may extend the probationary period for a further period of three (3) months to a maximum of six (6) months.

- 12.02 Limited full-time employees who are re-engaged in their former classification by the University, either as limited full-time employees or regular full-time employees following termination shall not be subject to a new probationary period provided their re-engagement is less than six (6) months after their termination.
- 12.03
- a) Regular and limited full-time employees of this Agreement who have completed the probationary period shall have seniority from their initial date of hire as a regular or limited full-time employee.
  - b) Seniority will apply on a unit basis for day to day operations.
- 12.04 In the event the University declares a need to layoff regular full-time employees within the Bargaining Unit, the Association will be provided with as much notice as reasonably possible. In all cases of layoff or recall from layoff, seniority shall govern provided that in the opinion of the University the employee is ready, willing and able to do the work available. Such seniority shall apply on a departmental basis.
- 12.05 Limited full-time employees shall not be employed during a period of layoff of a regular full-time employee except in situations where a regular full-time employee, capable of doing the work available, is not ready, willing, or able to respond to a notice of recall from layoff.
- 12.06 The University will maintain a seniority list for employees of the Hospitality Services Department and will provide the Association with a copy of such seniority list every six (6) months. The University will maintain and post a 'Years of Service List' for limited full-time employees. Supervisors and managers will be encouraged to consider continuous years of service for scheduling of hours and order of layoff within their units.
- 12.07 The employment of part-time and student employees by the University is accepted by the Association as a necessary feature of the University's food service operations. However, the University will not utilize the services of part-time or student employees where this would result in regular full-time employees being laid-off or placed on a shorter work week. Further, it is agreed that during the period commencing the first day of classes and ending on the last day of classes in the fall and winter semesters, the University will not utilize the services of part-time or student employees where this would directly result in limited full-time employees being laid-off or placed on a shorter work week. It is understood that during the winter semester, there are two (2) "first day of classes" and two (2) "last day of classes".

- 12.08 Whenever practical, the University will give employees who have completed their probationary period forty-eight (48) hours' notice of any layoff that is outside of Article 13.
- 12.09 An employee shall terminate their appointment if they
- 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 three (3) consecutive 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) calendar days after being recalled from layoff by notice sent by registered mail, unless such period is extended for reasons satisfactory to the University,
  - f) is absent due to layoff which absence continues for more than twenty-four (24) months.
- 12.10 It shall be the duty of the employee to notify the University promptly of any change in address. If an employee fails to do this, the University shall not be responsible for failure of a notice sent by registered mail to reach such employee.
- 12.11 When considering layoff, the University shall accord top seniority rights to the Committee recognized by Article 8.01 provided the University has work available which they are qualified to perform.
- 12.12 If appointed to a regular full-time position without a break in employment of at least two (2) weeks, a limited full-time employee will be credited for such service as appropriate (e.g. sick leave; vacation).

### **ARTICLE 13 – RE-HIRE OF LIMITED FULL-TIME EMPLOYEES**

- 13.01 The normal period of employment referred to herein is defined as the period between September of one (1) year to April of the next year and applies to those limited full-time employees in Hospitality Services only. The normal period of employment may differ depending on the units' operational needs.
- 13.02 Limited full-time employees who are approaching their normal lay-off period will receive a notice of layoff within two (2) weeks of the impending lay-off. This notice will advise the date the employee is to report back to work. Upon receipt of the notice in

the University's Human Resources department, a Record of Employment will be automatically generated in accordance with Service Canada guidelines. For circumstances outside of those referenced in Article 13.01, employees may request a Record of Employment be generated by contacting the University's Human Resources department.

13.03 The Association will be provided with a copy of all layoff/recall letters.

## **ARTICLE 14 – LEAVE OF ABSENCE**

14.01 The University shall endeavour to, subject to operational requirements, grant a leave of absence without pay to an employee. Requests for such leave of absence shall be in writing and shall be submitted to their 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 not accrue during a leave of absence longer than three (3) months.

14.02

- a) Upon request, in the event of a death in the immediate family, an employee will be granted at the time of the death or service, 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; step-brother; step-sister. Where the funeral occurs outside the province, the employee will be provided with a total of one (1) additional day without pay for the purpose of travelling to and from the funeral (i.e. six (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 or service, 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 without pay for the purpose of travelling to and from the funeral (i.e. four (4) days maximum).

14.03 Absence on jury duty as a subpoenaed witness is an excused absence and the University agrees to pay an employee who is required to serve as a juror the difference between the regular pay they would have received for work which they were scheduled to perform during the period of their absence and the amount received by them as a juror. It shall be the responsibility of the employee to provide proof of the period served as a juror and the amount paid to them for such services.

14.04 The University shall endeavour, subject to operational requirements, 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 the difference exists between the military pay they received, as evidenced by a statement from the proper authority, and their normal University wages or salary.

**14.05 PAID PARENTAL LEAVE**

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

**3) Terms of Paid Parental Leave:**

- a) Eligible employees will receive ninety-five per cent (95%) of normal salary less applicable 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 their combined income (including E.I. maternity leave



benefits, supplementary payments from the University and other earnings) exceeds ninety-five per cent (95%) of normal weekly earnings.

As per the January 1, 2017 legislative change, E.I. does not provide benefits for the first week of Paid Parental/Adoption Leave. However, the University provides eligible employees with 95% of their normal salary during this period. For the remaining 16 weeks of your Paid Parental / Adoption Leave, eligible employees receive 95% of their normal salary less applicable E.I. maternity or parental benefits.

As indicated above, an employee must be receiving E.I. benefits to qualify for supplementary payments from the University. The processing of an E.I. application may take as long as one month. However, during this processing period, the University will advance payments based on the assumption that the employee will be declared eligible to receive E.I. benefits. In the event that an employee does not demonstrate receipt of E.I. benefits to Human Resources within six weeks of commencing the leave, however, advance payments will be automatically terminated, and the employee will be required to repay the University for all payments received in association with this leave.

- 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 increases based on their level of performance while in full-time employment.
- f) An employee taking paid parental leave shall not be disadvantaged. They 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 their intention to return to work at least two (2) weeks prior to the intended date of return.
- h) If the Supervisor/Manager 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.

- i) In cases where both parents are employed by the University on a regular full-time basis, only one Paid Parental/Adoption Leave will be allowed for the same birth or adoption.

#### 14.06 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 newborn or newly adopted children. It is expected that all employees will return to employment at the University of Guelph following unpaid parental leave.

##### 2) Eligibility for Unpaid Parental Leave

On receipt of appropriate documentation of the birth or adoption of a child, the University will grant sixty-one (61) weeks of unpaid parental leave per pregnancy or placement to all regular full-time employees who have taken paid parental leave and sixty-three (63) weeks of unpaid parental leave for all employees who have not taken paid parental leave. The leave will normally be continuous with the paid parental leave. It will begin no later than seventy-eight (78) 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 one hundred forty-one (141) consecutive weeks of care for their child or children.) This is comprised of 17 weeks of Paid Parental Leave for the primary care giver as outlined above, plus 61 weeks of Unpaid Parental Leave for the birth mother as per the *Employment Standards Act, 2000*, plus sixty-three (63) weeks of Unpaid Parental Leave for the other parent.) Employees would contact the Service Canada Office to determine their eligibility for benefits during this unpaid leave period.

##### 3) Terms of Unpaid Parental Leave:

- a) The employee proceeding on unpaid parental leave shall not forfeit any accrued employment benefits save for the right to accrue sick leave credits during the period of absence. Seniority shall continue to accrue for employees taking unpaid parental leave.
- b) Participation in the various University employment benefit schemes may be continued while an employee is on unpaid parental leave on a normal cost-sharing arrangement.
- c) For the purposes of promotion, any period of unpaid parental leave shall be considered as a period of service with the University. An employee who has taken an unpaid parental leave shall remain eligible for merit increases based on their level of performance while in full-time employment.

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

#### **14.07 NON-CHILD-BEARING PARENT LEAVE**

A regular full-time employee who is a natural, non-child-bearing parent is entitled to five (5) days of paid leave associated with the birth of their child. Such leave will normally be taken within thirty (30) days of the birth.

#### **14.08 ADOPTION LEAVE**

- 1) An employee shall be granted five (5) days of paid leave for the purpose of adopting a child and/or time off as per existing legislation.
- 2) In addition, the principles outlined in the Parental Leave Policy may apply equally in the cases of adoption. However, the granting of such leave and salary benefit will only apply to recipients of E.I. adoption leave benefits.

#### **14.09 FAMILY RESPONSIBILITY TIME**

- 1) The provision of Family Responsibility Time (FRT), separate from sick leave and paid personal leave, is intended to assist employees with balancing their family and work responsibilities. Sick leave should be used only to provide employees with income during periods of their own illness.
- 2) The operational requirements of the University must be met. However, it is recognized that effort will be required to accommodate requests for FRT.
- 3) Seven (7) days per year of FRT will be provided to all employees. Family Responsibility Time may be used in amounts of not less than one (1) hour, will be requested in advance if possible, and will be granted unless precluded by operational requirements.
- 4) Family Responsibility Time will be available on a "borrow" basis, to be repaid by mutual agreement between employee and supervisor. Family Responsibility Time can be repaid by, for example, working shortened lunch breaks, starting earlier or working late.
- 5) Unused FRT will not accumulate from one (1) year to the next. Any outstanding time owing must be cleared by March 1<sup>st</sup> of the year following the taking of family responsibility time, failing which any remaining amount will be deducted from an employee's annual vacation allotment or through a mutually agreeable repayment plan.

- 6) In addition to Family Responsibility Time, employees may apply for an unpaid leave of absence, as outlined in Article 14.01, to accommodate their family responsibilities.

#### **14.10 TEMPORARY REDUCTION OF WORKLOAD AND COMPENSATION**

The operational requirements of the University must be met. However, it is recognized that effort will be required to accommodate requests for 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 their career.
- b) Any eligible employee may submit a written request for a temporary reduction in workload and compensation to their immediate supervisor and to the Manager or Director.
- 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 workload shall enter into an agreement with the University which specifies the degree of reduction in both weekly workload and compensation (to be not more than fifty per cent (50%)) and its duration.
- 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.
- 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) Employees who accept a reduction in workload and compensation shall remain eligible for merit increases.
- e) At the end of the period of reduced workload, an employee shall have the right to return to a position the same as or equivalent to that which preceded the period of reduced workload.

## ARTICLE 15 – JOB POSTING

### 15.01

- a) In accordance with standard University practice all vacant regular full-time positions in the Bargaining Unit shall be posted for seven (7) calendar days prior to the appointment of a regular incumbent. The University may exercise its right to staff a vacancy with a part-time employee during a period of job posting.
- b) Except for those limited full-time employees referred to in Articles 13.01 and 13.02, all limited full-time positions of greater than three (3) months duration will be posted.
- c) Vacancies for regular full-time and limited full-time Food Service positions will be posted in the major Food Service operating units by the management of Hospitality Services. It is further agreed that probationary employees will not normally be considered for these positions.

15.02 Employees shall be given a training period of thirty (30) days after they have been awarded a new job through the job posting procedure. This thirty (30) day period will also be deemed as a trial period with the University having the right, without being subject to grievance, to transfer the employee back to their former job should the employee not demonstrate they have the ability to perform the work as required. The employee is also entitled to transfer back to their former job within the aforementioned thirty (30) day period should they request to do so.

15.03 Limited full-time employees may apply for any regular vacancies which occur and shall be considered after applicants who are regular full-time, but before a new employee is hired.

### 15.04

- a) A limited full-time employee employed for a period in excess of twelve (12) consecutive months shall be deemed a regular employee on and after their anniversary date of employment. This provision will not apply when an extension to an appointment beyond twelve (12) months is at the request of an employee. The Association will be informed in writing of all requests and the outcome of those requests. The layoff of limited full-time employees occurring as part of the Hospitality Services regular operational program during the December/January Holiday Closure period shall not be deemed to interrupt continuous employment for the purposes of this Article.
- b) No limited full-time employee will be laid-off prior to the last day of classes in December and April each year, or their normal layoff period as contemplated by Article 13.02. The University will consider requests by employees to be laid off

earlier than their normal layoff period. Such requests must be made by the employee, in writing, to their supervisor, at least thirty (30) days prior to their requested layoff period (unless a shorter time frame is mutually agreed upon by the employee and their supervisor). Requests will be subject to supervisory approval and operational requirements, which shall not be unreasonably withheld.

15.05 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, these factors are relatively equal, seniority shall govern provided, however, such seniority shall apply on a departmental basis.

15.06 Upon request by an employee not selected for a vacancy posted under the provisions of this Collective Agreement, the hiring manager shall meet with the employee to discuss how the employee might prepare for future job postings.

## **ARTICLE 16 – PAID HOLIDAYS**

16.01

a) Employees shall receive pay for the following holidays:

New Year's Day	Canada Day
Family Day	Boxing Day
Good Friday	Civic Holiday
Victoria Day	December 31 <sup>st</sup>
Labour Day	Day before Christmas
Thanksgiving Day	Christmas Day

b) The University will provide annually, the additional required day(s) off with pay during the December/January Holiday Closure period, December 24 – January 1, to coincide with the University's closure and to provide employees with uninterrupted time off. Employees scheduled to work on these days will be granted a day off with pay at some other time. Premium pay, other than for normal overtime, does not apply for work on these days.

c) In each calendar year, each full-time 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 a holiday premium. 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.

- d) A limited full-time employee who is laid-off during the week that encompasses Family Day shall receive one (1) floater day in lieu of Family Day. Normally such floater day will be scheduled during the week following Thanksgiving Day, however, may be scheduled on an alternate date, subject to operational requirements of the department and at the discretion of the employee's immediate supervisor.
- 16.02 Except as provided in Article 16.03, in order to qualify for holiday pay, the employee must work the full scheduled shifts immediately preceding and immediately following the holiday except in cases of certified illness in which case employees shall receive holiday pay providing they have worked a full shift in the week immediately preceding and the week immediately following the holiday.
- 16.03 A limited full-time employee who is laid-off during the month of December but recalled in the month of January of the next year as part of the University's normal staff contraction during the December/January Holiday Closure period shall be deemed to qualify for holiday pay for six (6) paid holidays during the period of December and January.
- 16.04 Holiday pay will be computed on the basis of the number of hours the employee normally works in a day at their regular hourly rate.
- 16.05 In the event that one (1) or more of the foregoing holidays occurs during an employee's vacation period, they shall receive, in addition to their vacation pay, any holiday pay to which they 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 one (1) of the specified paid holidays outlined in Article 16.01 (a) 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 they may be entitled. The employee may request equivalent time off in lieu of the holiday pay which may be granted at the option of the University. The University will use its best endeavours to grant such time off in accordance with the employee's wishes.
- 16.07 Should any of the foregoing holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday with respect to employees whose days off are regularly and normally Saturday and Sunday. With respect to employees whose work schedule in its normal course provides 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 In this Article "employee" means regular full-time employee unless otherwise specified.
- 17.02 (a) Years of continuous employment for vacation purposes does not include student appointments, apprenticeships or part-time employment with the University; *Employment Standards Act* obligations permitting.
- (b) For the purpose of determining vacation credits, length of service shall include continuous full-time service at the University with the suppliers of the University's food service program prior to 1973 05 01.
- 17.03 A new employee shall not normally be granted or scheduled for a paid vacation prior to having completed six (6) months of continuous employment.
- 17.04 A regular full-time employee whose services are terminated before completion of six (6) months of paid employment or for cause shall receive four per cent (4%) of wages received since employment or during the then current vacation year as appropriate, in lieu of vacation.
- 17.05 An employee will be entitled to paid vacation at the appropriate rate, per month of employment, calculated from the date of employment and may take the vacation which would accrue at this rate to the next 31<sup>st</sup> day of December in advance of its actual accrual.
- 17.06 Vacation credits for all employees shall accumulate on the following basis:

Years of Continuous Employment	Vacation Days
1 year	10 days
2 to 4 years	15 days
5 years	16 days
6 years	17 days
7 years	18 days
8 to 11 years	20 days
12 to 13 years	21 days
14 to 15 years	22 days
16 years	24 days
17 to 22 years	25 days
23 to 27 years	26 days
28 years and up	30 days



- 17.07 The vacation year commences on January 1<sup>st</sup> and ends on December 31<sup>st</sup>.
- 17.08 Vacations taken or scheduled shall be charged against vacation credits granted under Article 17.07. In addition, if an employee is in an unpaid status for more than one (1) month, a debit at the appropriate rate for each month in unpaid status shall be charged against vacation credits.
- 17.09 All regular employees must take the minimum prescribed amount of vacation as per the *Employment Standards Act*, when so entitled. The otherwise unused portion, to a maximum of ten (10) days, may be carried over into the next year following to lengthen that year's vacation. An employee wishing to carry over vacation credits from one year to the next must apply to their department head in writing indicating the reason for the carry over and when in the following year they would like to use the vacation carried over.
- 17.10 Except as provided in Article 17.05, 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 ten (10) days; and
  - b) to make a cash settlement with respect to the prorated value of vacation earned from the first (1<sup>st</sup>) day of January prior to the date of termination, to that date.
- 17.11 Employees will be provided with an accounting of their vacation carry-over and current year entitlement in February and November of each year.
- 17.12 The University reserves the right to schedule vacations to meet its operating requirements but agrees to consider the wishes of employees and to resolve conflicts between employees' wishes on a seniority basis where its operating requirements are not a factor. While an employee may exercise seniority in vacation scheduling, they may not do so after March 1<sup>st</sup>.
- 17.13 Limited full-time employees shall be eligible for four per cent (4%) vacation pay. Vacation pay will be calculated and paid on the gross pay earned for each pay period.
- Effective January 1, 2015, limited full-time employees shall be eligible for vacation pay based on years of service. Vacation pay will be calculated and paid on the gross pay earned for each pay period.

The percentage in lieu of vacation shall be earned as follows:

Years of Service	Vacation Pay Percentage (%)
Up to five (5) years	4%
Five (5) years or greater	6%

17.14 When an employee is on scheduled vacation and such vacation is interrupted by the employee becoming seriously ill or injured, the employee may request to utilize existing sick leave provisions for the period of illness or injury. An employee making such a request will be required to provide medical substantiation of the illness or injury, at the time of the illness or injury, to Occupational Health and Wellness.

Occupational Health and Wellness will determine when an illness is sufficiently severe to justify a conversion of vacation to sick leave. Upon such determination, the University will reinstate vacation credits for the period of illness or injury, which may be scheduled at a later date in accordance with Article 17.12.

## **ARTICLE 18 – SICK LEAVE**

18.01 In clauses 18.02 and 18.03 of this Article, "employee" means regular full-time employee. In clauses 18.04, 18.05, 18.06 and 18.07 of this Article, "employee" means all employees in the Bargaining Unit.

18.02 An employee with less than three (3) months continuous employment shall be eligible for up to three (3) days sick leave.

18.03

a) Except as provided in Article 18.07, upon completion of their three (3) month probationary period or any extension thereof, an employee shall be considered to be vested with sufficient sick leave entitlement to provide them with full regular pay without premiums, until they have established eligibility for long term salary continuation benefits.

b) A limited full-time employee promoted or transferred to regular full-time status without a break in service shall be provided with sick leave benefits as per Article 18.03 (a) upon completion of the thirty (30) day training period outlined in Article 15.02.

18.04 For absences of five (5) days or more, an employee shall provide medical evidence verifying the illness in a form satisfactory to the University. The University may require such evidence for lesser periods provided the employee is allowed reasonable time to obtain such evidence.

18.05 An employee shall give notice in accordance with departmental practice of any illness which will prevent them from performing their duties.

18.06 When an employee is entitled to receive benefits under the *Workplace Safety and Insurance Board (WSIB)*, their salary will continue up to the limit of their 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 they

received full salary. Sick leave used shall then be reinstated as of the date the employee returns to work.

18.07 Subject to the provisions of Articles 18.04, 18.05 and 18.06, in each six (6) month period (January 1<sup>st</sup> to June 30<sup>th</sup>; July 1<sup>st</sup> to December 31<sup>st</sup>), sick leave with pay will be allowed according to the following schedule:

- a) for the third (3<sup>rd</sup>) period of absence sick leave with pay will commence after one (1) full day of absence,
- b) 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.

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

18.08

- a) Upon appointment, limited full-time employees shall be eligible for up to three (3) days paid sick leave. Upon completion of their probationary period, a limited full-time employee will be provided with an additional ten (10) paid days of sick leave. The limited full-time employee will then be vested with thirteen (13) days sick leave annually, renewable January 1<sup>st</sup>.
- b) While not subject to a new probationary period if re-engaged less than six (6) months after termination, a limited full-time employee re-engaged by the University as limited full-time shall earn sick leave in accordance with the terms of Article 18.08 (a).

## **ARTICLE 19 – PAID PERSONAL LEAVE**

19.01 Commencing January 1<sup>st</sup> of each year, and after the completion of their probationary period, regular full-time employees shall be allowed for “good reason” up to three (3) days of Paid Personal Leave (PPL) annually.

19.02 Commencing January 1<sup>st</sup> of each year, and after the completion of their probationary period, limited full-time employees shall be allowed for “good reason” one (1) day of PPL annually.

- 19.03 Each request for PPL will be considered on a case by case basis, taking into consideration the operational requirements of the department, the employee's needs, and the duty to accommodate the observance of obligatory religious holy days. Requests will be submitted to unit Managers and will be reviewed and approved by the Executive Director, Hospitality Services (or designate) to ensure continuity of application.
- 19.04 PPL does not accrue from one calendar year to another.
- 19.05 Each request for PPL must be made in writing, shall indicate the reason for the request, and normally must be submitted for approval to the employee's supervisor at least five (5) working days in advance, except in cases of emergency (e.g. snowstorms).
- 19.06 Employees will not be allowed to use PPL for purposes of extending vacations, or for the day prior to or following a paid holiday.
- 19.07 PPL may not be taken in units of less than one hour.
- 19.08 The intent of the policy is to permit time off for extraordinary circumstances which arise from time to time in employees' personal lives, and to assist with the observance of obligatory religious holy days. The following "good reasons" for granting PPL are examples only and not intended as an inclusive list:
- a) To observe obligatory religious holy days.
  - b) Attendance at a funeral for a person who is not specifically covered by collective agreement language or the Bereavement Leave Policy, (e.g. co-worker, cousin, uncle, etc.).
  - c) To extend a period of bereavement leave beyond the three (3) or five (5) or days provided for by collective agreement or the Bereavement Leave Policy.
  - d) An emergency resulting from a natural disaster. This may include an unusual or severe storm condition.
  - e) An emergency situation at home. This may include fire, flood, burst water heaters, broken furnaces during winter months, and gas leaks.
  - f) Emergency child or elder care arrangements (when Family Responsibility Time is not an option).

## **ARTICLE 20 – HOURS OF WORK AND OVERTIME**

### 20.01

- a) The standard work week shall be thirty-seven and one half (37 ½) hours and the standard workday shall be seven and one half (7 ½) 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 thirty-seven and one half (37 ½) hours shall normally be scheduled on five (5) days per week or so as to average five (5) days of seven and one half (7 ½) hours and thirty-seven and one half (37 ½) hours per week over one (1) complete cycle of a rotating schedule.

- b) Notwithstanding the provisions of Article 20.01 (a), the Association recognizes that the nature of the University's food service program may, in the future, necessitate the introduction, subject to government permit, of a work week of less than five (5) days per week, but of more than seven and one half (7 ½) hours per day.

20.02 Standard shifts shall be organized to provide employees with a thirty (30) minute meal break which shall not be included in the calculation of hours worked and two (2), fifteen (15) minute rest periods, which shall be so included. Normally, one (1) rest period will be provided before the meal break and one (1) after.

20.03 It is recognized that the nature of the University's food service serving schedule gives the University the right to schedule the one half (2) hour meal break referred to in Article 20.02 at a time convenient to the serving schedule, and to reschedule verbally such meal break during the shift according to the exigencies of the service.

20.04 Authorized work performed in excess of the employee's standard work day shall be paid at the rate of time and one-half (1.5) the employee's regular hourly rate, it being understood that when payment at time and one-half (1.5) has been made for any such authorized work, the time involved shall not be included again for the purpose of establishing a premium payment for that or any other work.

Authorized work performed in excess of the employee's standard work week may be paid at the rate of time and one-half (1.5), but such overtime shall be subject to averaging over a two (2) week pay period. When such averaging takes place, the work week for the purposes of calculating overtime shall be Friday to Thursday, and will apply to all hours worked in excess of seventy-five (75) hours in the two (2) week pay period.

20.05 Overtime may be paid for in cash or in compensatory paid time off at the rate of overtime earned (i.e. one and one-half (1.5) hours off for every one (1) hour worked at overtime). An employee may request overtime payment or compensatory time off and the University will use its best endeavour to grant the employee their request, taking into account the operating requirements of the University.

20.06 To the extent feasible, employees shall be given the first opportunity to volunteer or any overtime, within their individual units, provided the employee is available and has the

ability to perform the work required. Employees shall be notified of the required overtime and those desiring to work must advise their supervisor. The University shall have the right to assign overtime to readily available qualified employees. It is recognized, however, that the assignment of overtime work shall not deprive student, part-time or other casual employees from continuing to be employed on a regular basis, as in the past, in accordance with the requirements of the University's food service program.

- 20.07 Except as provided herein, an employee who is scheduled to work overtime shall be paid for a minimum of three (3) hours at their overtime rate. This minima shall not apply to overtime which is contiguous with the employee's normal shift nor to overtime which is separated from a normal shift only by a meal break, provided the employee was aware of the overtime required prior to the end of their normal shift.
- 20.08 Employees shall be entitled to a five (5) minute wash up period at the end of each shift.

## **ARTICLE 21 – CALL-IN**

- 21.01 An employee called into work in an emergency outside their scheduled shift and without previous notice, shall be paid at the rate of time and one-half (1.5) their regular hourly rate for the hours worked with a minimum of four (4) hours pay except to the extent that such four (4) hour period overlaps and extends into their scheduled shift hours. Any further such call in within the four (4) hour period shall be paid at the rate of time and one-half (1.5) the employee's regular hourly rate for the hours worked.

## **ARTICLE 22 – WAGES**

- 22.01 The University will maintain its past practices relative to the method of wage payment for employees covered by this Agreement.
- 22.02 The University agrees to pay, and the Association 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.
- 22.03 In consideration of employee entitlement to beverages and meals during shifts worked, all employees working greater than five (5) hours in a day, shall be assessed a contribution of one dollar (\$1.00) plus applicable tax by payroll deduction. In addition, the employee will be charged an additional \$3.00 as a taxable benefit for each shift that is greater than five (5) hours, and this will be reflected in the employee's T4. Employees working shifts of three (3) hours and up to five (5) hours, shall be assessed a deduction of one dollar (\$1.00) plus applicable tax by payroll deduction, for beverages consumed during the employee's shift and/or break.

## **ARTICLE 23 – BENEFITS**

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

- a) sick leave as provided for in Article 18,
- b) long term disability,
- c) medical insurance providing extended health care and semi-private hospital coverage,
- d) group life insurance,
- e) dental plan.

23.02 Effective on the date of effectiveness of this Agreement and for regular full-time employees only, the University will contribute sixty-six and two-thirds per cent (66 2/3%) of the total cost of the benefits indicated in sub paragraphs (b), (c), (d) and (f) above. The University will contribute eighty per cent (80%) of the cost of the dental plan.

23.03 The components of the employee benefits program for limited full-time employees subject to benefit eligibility criteria are:

- a) sick leave as provided for in Article 18,
- b) long term disability,
- c) medical insurance providing extended health care and semi-private hospital coverage,
- d) group life insurance,
- e) dental plan.

23.04 Effective on the date of effectiveness of this Agreement and insofar as limited full-time employees are concerned, the University will contribute sixty-six and two-thirds per cent (66 2/3%) of the cost of the benefits indicated in Article 23.03 (b) provided that the employees are eligible by government regulation for enrollment in the plan.

## **ARTICLE 24 – COMMUNICATIONS**

24.01 Unless otherwise provided herein, all communications between the Parties shall be addressed:

- a) in the case of the University, to the Director, Human Resources (Staff Relations) or designate,

- b) in the case of the Association, to the President of the Association at their last known address.

## **ARTICLE 25 – EDUCATIONAL ASSISTANCE**

- 25.01 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 or University of Guelph-Humber partnership program for which the employee is accepted.
- 25.02 Wherever possible the courses attended should be scheduled outside the employee's normal working hours. When this is not possible, the employee will not lose regular pay (excluding premiums) for attendance during working hours up to a maximum of three (3) hours per week provided that:
- a) if the course is available outside the employee's working hours the paid leave as mentioned herein will not be available to the employee; and
  - b) a request for the application of tuition waiver and leave of absence must be approved by the Assistant Vice-President, Human Resources prior to registering for the course. Approval by the Executive Director, Hospitality Services 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 their supervisor of the course schedule as soon as the employee is made aware of the schedule.

## **ARTICLE 26 – BULLETIN BOARDS**

- 26.01 The University will provide and maintain bulletin boards in sufficient locations to ensure reasonable availability to employees of notices regarding Association meetings and other local Association activities. All such notices must be signed by a member of the Association Committee.



**ARTICLE 27 – TERM**

27.01 This Agreement shall be in effect from May 1, 2024 to April 30, 2027 and shall continue 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.

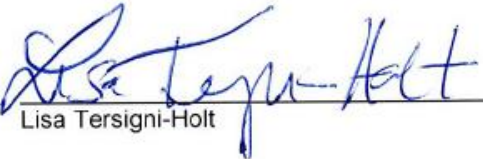
The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 18<sup>th</sup> day of June, 2024.

**For the University:**

  
\_\_\_\_\_  
Ed Townsley

  
\_\_\_\_\_  
Lukas Riley

  
\_\_\_\_\_  
Chris Herkimer

  
\_\_\_\_\_  
Lisa Tersigni-Holt

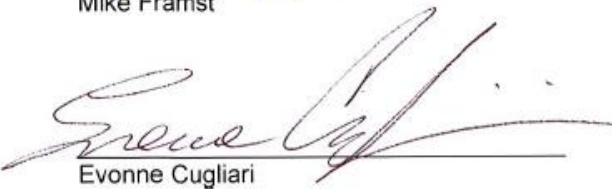
  
\_\_\_\_\_  
Vijay Nair

  
\_\_\_\_\_  
Steven McAnulty

**For the Association:**

  
\_\_\_\_\_  
Mike Framst

  
\_\_\_\_\_  
Annie Chow

  
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Evonne Cugliari

  
\_\_\_\_\_  
Josh Gielen

  
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Andrew Falkingham

  
\_\_\_\_\_  
Sam Scrimshaw

## SCHEDULE "A"

Effective May 1, 2024 (3.75% increase)

Third (3 <sup>rd</sup> ) Cook Porter General Cafeteria Helper	<b>Level 1</b> Start Rate \$19.95	<b>Level 2</b> 6 months \$21.01	<b>Level 3</b> 12 months \$22.07	<b>Level 4</b> 18 months \$23.30	<b>Job Rate</b> <b>Level 5</b> 24 months \$24.54	<b>Level 6</b> 36 months \$24.80	<b>Level 7</b> 48 months \$25.02
Head Kitchen Porter	<b>Level 1</b> Start Rate \$21.38	<b>Level 2</b> 6 months \$22.50	<b>Level 3</b> 12 months \$23.74	<b>Level 4</b> 18 months \$24.97	<b>Job Rate</b> <b>Level 5</b> 24 months \$26.27	<b>Level 6</b> 36 months \$26.55	<b>Level 7</b> 48 months \$26.81
Commissary Handler	<b>Level 1</b> Start Rate \$22.77	<b>Level 2</b> 6 months \$23.99	<b>Level 3</b> 12 months \$25.26	<b>Level 4</b> 18 months \$26.56	<b>Job Rate</b> <b>Level 5</b> 24 months \$27.98	<b>Level 6</b> 36 months \$28.22	<b>Level 7</b> 48 months \$28.51
Second (2 <sup>nd</sup> ) Cook	<b>Level 1</b> Start Rate \$23.56	<b>Level 2</b> 6 months \$24.81	<b>Level 3</b> 12 months \$26.09	<b>Level 4</b> 18 months \$27.47	<b>Job Rate</b> <b>Level 5</b> 24 months \$28.93	<b>Level 6</b> 36 months \$29.22	<b>Level 7</b> 48 months \$29.51
Head Commissary Handler	<b>Level 1</b> Start Rate \$23.46	<b>Level 2</b> 6 months \$24.67	<b>Level 3</b> 12 months \$26.00	<b>Level 4</b> 18 months \$27.34	<b>Job Rate</b> <b>Level 5</b> 24 months \$28.75	<b>Level 6</b> 36 months \$29.06	<b>Level 7</b> 48 months \$29.32
First (1 <sup>st</sup> ) Cook Head Cafeteria Helper	<b>Level 1</b> Start Rate \$25.48	<b>Level 2</b> 6 months \$26.84	<b>Level 3</b> 12 months \$28.24	<b>Level 4</b> 18 months \$29.73	<b>Job Rate</b> <b>Level 5</b> 24 months \$31.27	<b>Level 6</b> 36 months \$31.61	<b>Level 7</b> 48 months \$31.93
Head Cook/Head Baker	<b>Level 1</b> Start Rate \$29.54	<b>Level 2</b> 6 months \$31.15	<b>Level 3</b> 12 months \$32.71	<b>Level 4</b> 18 months \$34.47	<b>Job Rate</b> <b>Level 5</b> 24 months \$36.27	<b>Level 6</b> 36 months \$36.67	<b>Level 7</b> 48 months \$37.01

Effective May 1, 2025 (3.5% increase)

Third (3 <sup>rd</sup> ) Cook Porter General Cafeteria Helper	<b>Level 1</b> Start Rate \$20.65	<b>Level 2</b> 6 months \$21.75	<b>Level 3</b> 12 months \$22.84	<b>Level 4</b> 18 months \$24.12	<b>Job Rate</b> <b>Level 5</b> 24 months \$25.40	<b>Level 6</b> 36 months \$25.67	<b>Level 7</b> 48 months \$25.90
Head Kitchen Porter	<b>Level 1</b> Start Rate \$22.13	<b>Level 2</b> 6 months \$23.29	<b>Level 3</b> 12 months \$24.57	<b>Level 4</b> 18 months \$25.84	<b>Job Rate</b> <b>Level 5</b> 24 months \$27.19	<b>Level 6</b> 36 months \$27.48	<b>Level 7</b> 48 months \$27.75
Commissary Handler	<b>Level 1</b> Start Rate \$23.57	<b>Level 2</b> 6 months \$24.83	<b>Level 3</b> 12 months \$26.14	<b>Level 4</b> 18 months \$27.49	<b>Job Rate</b> <b>Level 5</b> 24 months \$28.96	<b>Level 6</b> 36 months \$29.21	<b>Level 7</b> 48 months \$29.51

Second (2 <sup>nd</sup> ) Cook	<b>Level 1</b> Start Rate \$24.38	<b>Level 2</b> 6 months \$25.68	<b>Level 3</b> 12 months \$27.00	<b>Level 4</b> 18 months \$28.43	<b>Job Rate</b> <b>Level 5</b> 24 months \$29.94	<b>Level 6</b> 36 months \$30.24	<b>Level 7</b> 48 months \$30.54
Head Commissary Handler	<b>Level 1</b> Start Rate \$24.28	<b>Level 2</b> 6 months \$25.53	<b>Level 3</b> 12 months \$26.91	<b>Level 4</b> 18 months \$28.30	<b>Job Rate</b> <b>Level 5</b> 24 months \$29.76	<b>Level 6</b> 36 months \$30.08	<b>Level 7</b> 48 months \$30.35
First (1 <sup>st</sup> ) Cook Head Cafeteria Helper	<b>Level 1</b> Start Rate \$26.37	<b>Level 2</b> 6 months \$27.78	<b>Level 3</b> 12 months \$29.23	<b>Level 4</b> 18 months \$30.77	<b>Job Rate</b> <b>Level 5</b> 24 months \$32.26	<b>Level 6</b> 36 months \$32.72	<b>Level 7</b> 48 months \$33.05
Head Cook/Head Baker	<b>Level 1</b> Start Rate \$30.57	<b>Level 2</b> 6 months \$32.24	<b>Level 3</b> 12 months \$33.85	<b>Level 4</b> 18 months \$35.68	<b>Job Rate</b> <b>Level 5</b> 24 months \$37.54	<b>Level 6</b> 36 months \$37.95	<b>Level 7</b> 48 months \$38.31

**Effective May 1, 2026 (3% increase)**

Third (3 <sup>rd</sup> ) Cook Porter General Cafeteria Helper	<b>Level 1</b> Start Rate \$21.27	<b>Level 2</b> 6 months \$22.40	<b>Level 3</b> 12 months \$23.53	<b>Level 4</b> 18 months \$24.84	<b>Job Rate</b> <b>Level 5</b> 24 months \$26.16	<b>Level 6</b> 36 months \$26.44	<b>Level 7</b> 48 months \$26.68
Head Kitchen Porter	<b>Level 1</b> Start Rate \$22.79	<b>Level 2</b> 6 months \$23.99	<b>Level 3</b> 12 months \$25.31	<b>Level 4</b> 18 months \$26.62	<b>Job Rate</b> <b>Level 5</b> 24 months \$28.01	<b>Level 6</b> 36 months \$28.30	<b>Level 7</b> 48 months \$28.58
Commissary Handler	<b>Level 1</b> Start Rate \$24.28	<b>Level 2</b> 6 months \$25.57	<b>Level 3</b> 12 months \$26.92	<b>Level 4</b> 18 months \$28.31	<b>Job Rate</b> <b>Level 5</b> 24 months \$29.83	<b>Level 6</b> 36 months \$30.09	<b>Level 7</b> 48 months \$30.40
Second (2 <sup>nd</sup> ) Cook	<b>Level 1</b> Start Rate \$25.11	<b>Level 2</b> 6 months \$26.45	<b>Level 3</b> 12 months \$27.81	<b>Level 4</b> 18 months \$29.28	<b>Job Rate</b> <b>Level 5</b> 24 months \$30.84	<b>Level 6</b> 36 months \$31.15	<b>Level 7</b> 48 months \$31.46
Head Commissary Handler	<b>Level 1</b> Start Rate \$25.01	<b>Level 2</b> 6 months \$26.30	<b>Level 3</b> 12 months \$27.72	<b>Level 4</b> 18 months \$29.15	<b>Job Rate</b> <b>Level 5</b> 24 months \$30.65	<b>Level 6</b> 36 months \$30.98	<b>Level 7</b> 48 months \$31.26
First (1 <sup>st</sup> ) Cook Head Cafeteria Helper	<b>Level 1</b> Start Rate \$27.16	<b>Level 2</b> 6 months \$28.61	<b>Level 3</b> 12 months \$30.11	<b>Level 4</b> 18 months \$31.69	<b>Job Rate</b> <b>Level 5</b> 24 months \$33.33	<b>Level 6</b> 36 months \$33.70	<b>Level 7</b> 48 months \$34.04
Head Cook/Head Baker	<b>Level 1</b> Start Rate \$31.49	<b>Level 2</b> 6 months \$33.21	<b>Level 3</b> 12 months \$34.87	<b>Level 4</b> 18 months \$36.75	<b>Job Rate</b> <b>Level 5</b> 24 months \$38.67	<b>Level 6</b> 36 months \$39.09	<b>Level 7</b> 48 months \$39.46

## **A. INCREMENTAL ADJUSTMENTS**

- 1) Progression through ranges is based on months of continuous employment while employed in a full-time or limited full-time appointment. An employee will normally be awarded one (1) incremental increase on her/his annual service review date. In exceptional cases of superior performance an employee may be awarded two (2) incremental increases on her/his service review date subject to approval of Human Resources.
- 2) Limited full-time employees who are rehired in their former classification shall have previous service considered, provided their re-engagement is less than six (6) months after their last termination.
- 3) Employees will progress to their appropriate incremental level upon completion of the required months of service.
- 4) New employees will normally enter at Level 1. In exceptional cases a request may be made from the Executive Director, Hospitality Services to Human Resources, for a new employee to enter at Level 2 or Level 3. Any such exceptions will normally be based upon prior experience. In exceptional circumstances a new employee may be hired above Level 3, subject to the process outlined above.
- 5) Incremental adjustments may be withheld on the basis of performance and subject to approval by the Executive Director, Hospitality Services and the Director, Human Resources (Staff Relations) or designate. Prior to withholding incremental adjustments, a meeting will be held with the employees, an association representative and a member from Hospitality Services Management.
- 6) In cases of voluntary demotion, the employee will maintain their current salary unless this does not put the employee on a defined level, in which case the salary will be moved to the next higher level. Notwithstanding this, the employee shall not enter the new range at higher than Level 5.
- 7) In cases of disciplinary demotion, reduction in strength or reclassification to a lower level by the University, the employee will retain their current salary until it falls within the new range.
- 8) In cases of promotion, the employee will enter at no less than Level 2 of the new range and/or no higher than five per cent (5%) above the employee's previous wage unless this does not put the employee on a defined level, in which case the salary will be moved to the next higher level.

## **B. SHIFT PREMIUMS - Effective 01 01 15**

Eighty cents (\$0.80) per hour shift premium will be paid for all hours worked on a shift where at least four (4) hours of the shift fall between 1600 hours and 0730 hours.

Shifts worked on a Sunday will receive a shift premium of eighty cents (\$0.80) per hour for all hours worked during the shift.

**C. ACTING PAY**

An employee requested by their Manager to perform the regular duties of a position of greater responsibility as a result of the unanticipated absence of the regular incumbent, shall be paid a premium of five per cent (5%) per hour in addition to their basic rate of pay for the designated period.

## **MEMORANDUM OF UNDERSTANDING (A) – Limited Full-Time Benefits**

Further to the Collective Agreement between the University of Guelph Food Service Employees Association and the University of Guelph, it is agreed that limited full-time employees who elect to carry benefits year round will have their limited full-time contracts extended for the purpose of accommodating continued access to benefits (excluding long term disability and pension) during the period May to August (designated period of layoff).

- 1) Limited full-time employees who were hired on or before September 30, 2015 will continue to have access to benefits (extended health, dental and life insurance) during the designated period of layoff, subject to the conditions noted in 3, 4 and 5 below.
- 2) New employees hired after September 30, 2015 must elect to continue coverage during the summer layoff period at the time of hiring or at the time of benefit qualification. Employees who do not elect to continue coverage during their layoff period will be ineligible for such coverage in the future.
- 3) During these designated periods of layoff, employees will be responsible for the total cost of benefits coverage (both employee and employer share). The cost will be divided into eight (8) monthly payments (September to April) and deducted directly off their pay. It is understood that employees will not be able to withdraw and re-enter the benefit plans during this period. Only upon evidence of equivalent coverage under another insurance plan, can they opt out of extended health and dental benefits. Should these equivalent benefits cease, then, within thirty-one (31) days of the loss of this equivalent coverage, they may re-enter the University plan; beyond this thirty-one (31) day period, they will be required to provide evidence of insurability (or coverage may be limited by an annual cap in accordance with plan provisions), which may affect their level of benefit coverage at that time.
- 4) Life insurance coverage during the designated period of layoff, for those electing to continue coverage, will be equal to the amount of coverage in place on the last day of work immediately prior to the designated period of layoff.

- 5) Continuation of life insurance will be independent of the employee's decision to continue or opt out of extended health and dental benefits during these designated periods of layoff.

This Agreement does not confer regular full-time status on the limited full-time employees identified. It is understood that this Agreement is solely for the purpose of access to benefits and does not provide any additional rights not specifically contemplated within this Agreement.

The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 18<sup>th</sup> day of June, 2024.

**For the University:**

  
\_\_\_\_\_  
Ed Townsley

  
\_\_\_\_\_  
Lukas Riley

  
\_\_\_\_\_  
Chris Herkimer

  
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Lisa Tersigni-Holt


  
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Vijay Nair

  
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Steven McAnulty

**For the Association:**

  
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Mike Framst

  
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Annie Chow

  
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Evonne Cugliari

  
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Josh Gielen

  
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Andrew Falkingham

  
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Sam Scrimshaw

## MEMORANDUM OF UNDERSTANDING (B) – Benefits Continuation

Further to the Collective Agreement between the University of Guelph Food Service Employees Association and the University of Guelph and in accordance with Article 22 Benefits, it is agreed that the level of entitlements for the benefits indicated in Article 22 will be maintained at no less than the current levels during the life of this Collective Agreement.

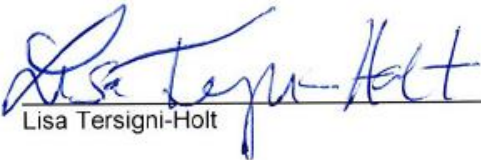
The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 18<sup>th</sup> day of June, 2024.

### For the University:

  
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Ed Townsley

  
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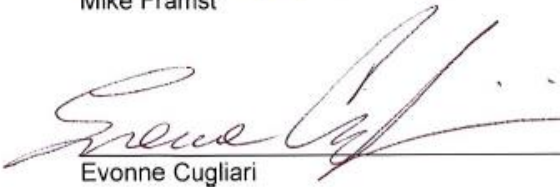
  
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### For the Association:

  
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Andrew Falkingham

  
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Sam Scrimshaw



## MEMORANDUM OF UNDERSTANDING (C) – Benefits

The annual dollar allocation for psychologist coverage under the extended health plan will increase from one thousand two hundred dollars (\$1,200) to one thousand five hundred dollars (\$1,500) per calendar year.

The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 18<sup>th</sup> day of June, 2024.

### For the University:

  
\_\_\_\_\_  
Ed Townsley

  
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Lukas Riley

  
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Chris Herkimer

  
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Lisa Tersigni-Holt

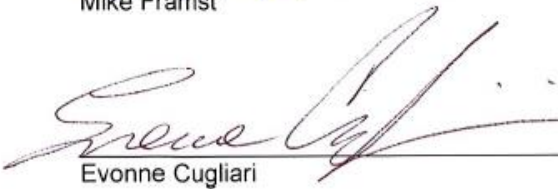
  
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Vijay Nair

  
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Steven McAnulty

### For the Association:

  
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Evonne Cugliari

  
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Josh Gielen

  
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Andrew Falkingham

  
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Sam Scrimshaw

## **MEMORANDUM OF UNDERSTANDING (D) – Scholarship Plan**

Further to the Collective Agreement between the University of Guelph Food Service Employees Association and the University of Guelph, it is agreed that a scholarship plan will be available to dependent children and spouses of:

- a) regular full-time and limited full-time employees with more than one (1) year of service;
- b) retired or deceased employees; and
- c) employees receiving long term disability payments.

“Dependent” means child of the employee, less than twenty-six (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; step-children of the employee; and persons related to the employee by blood or marriage, or for whom the employee is legal guardian. The restriction of twenty-five (25) years does not apply to a physically or mentally disabled child who is over twenty-five (25) years of age and who had the condition and was a dependent of the employees before the age of twenty-six (26). Spouse includes a legal spouse, common-law spouse or same-sex partner.

The University will award scholarships for up to eight (8) semesters of undergraduate degree or associate diploma or graduate program at the University of Guelph and Guelph-Humber partnership courses. Scholarship payment amounts shall not exceed tuition fees not exceeding those of the Bachelor of Arts program.

Dependent children and spouses must qualify for a scholarship by satisfying the University’s entrance requirements, either by meeting the academic standards of the program in which they are to be enrolled and must continue to satisfy the academic continuation requirements of their program.

Dependent children or spouses may be eligible for a scholarship only if they will be enrolled in full-time studies. The definition of “full-time” applied to this plan is that used in administering the Ontario Student Assistance Plan (OSAP), that is, students registered in a minimum of one and one-half (1.5) credits.

Dependent students who have a disability as defined by Section 10 (1) of the *Ontario Human Rights Code* that preclude them from registering for the minimum course requirements may request accommodation through Student Accessibility Services (SAS) pursuant to the University’s Policy on Academic Accommodation for Students with Disabilities, the Human Rights Policy. Such eligible students will receive the equivalent of eight (8) full-time tuition

payments.

Those dependent children who do not meet scholarship requirements may also receive financial assistance. Dependent children or spouses wishing to receive a scholarship for any semester during the academic year of August 1<sup>st</sup> to July 31<sup>st</sup> must complete the “tuition scholarship plan for dependent children and spouses of eligible employees” application form available on the Human Resources website. New students must submit the completed application form to Human Resources to confirm eligibility of both the applicant (dependent or spouse) and the employee.

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

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

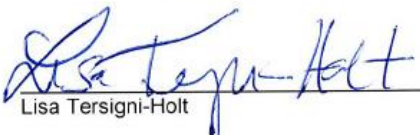
The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 18<sup>th</sup> day of June, 2024.

**For the University:**

  
\_\_\_\_\_  
Ed Townsley

  
\_\_\_\_\_  
Lukas Riley

  
\_\_\_\_\_  
Chris Herkimer

  
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Lisa Tersigni-Holt

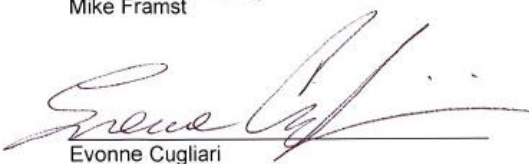
  
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Vijay Nair

  
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Steven McAnulty

**For the Association:**

  
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Mike Framst

  
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Annie Chow

  
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Evonne Cugliari

  
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Josh Gielen

  
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Andrew Falkingham

  
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Sam Scrimshaw

## MEMORANDUM OF UNDERSTANDING (E) – Athletic Fee Subsidy

Further to the Collective Agreement between the University of Guelph Food Service Employees Association and the University of Guelph, it is agreed that the University will subsidize regular full-time and limited full-time employees' payment of annual fees for the use of the Athletics Facilities. This subsidy will reduce the voluntary annual fee (not including locker, towel service, equipment and course charges and Facility Development Fee) to twenty-five per cent (25%). The annual membership will begin as of September 1<sup>st</sup>.

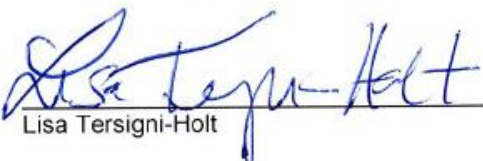
The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 18<sup>th</sup> day of June, 2024.

### For the University:

  
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Ed Townsley

  
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Lukas Riley

  
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Chris Herkimer

  
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Lisa Tersigni-Holt

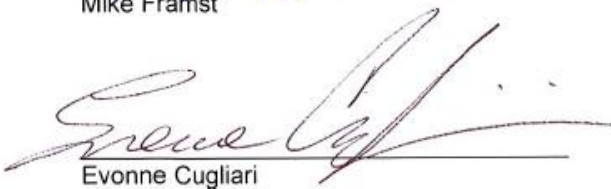
  
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Vijay Nair

  
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Steven McAnulty

### For the Association:

  
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Andrew Falkingham

  
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Sam Scrimshaw

## MEMORANDUM OF UNDERSTANDING (F) – Safety Shoe Subsidy

Further to the Collective Agreement between the University of Guelph and the University of Guelph Food Service Employees Association, following ratification of the renewal agreement and upon submission of a receipt for CSA approved safety footwear, the University shall provide regular full-time UGFSEA members and limited full-time UGFSEA members who have completed eight (8) months of continuous employment (and will be re-engaged as limited full-time employees within six (6) months of their annual termination in April), with \$190.00 once annually, during each contract year with no carry-over provision into the next contract, for the purchase of safety shoes.

The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 18<sup>th</sup> day of June, 2024.

### For the University:



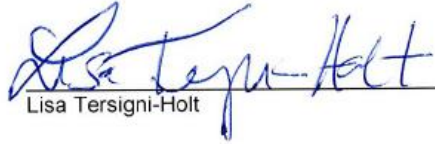
Ed Townsley



Lukas Riley



Chris Herkimer



Lisa Tersigni-Holt



Vijay Nair




Steven McAnulty

### For the Association:



Mike Framst



Annie Chow



Evonne Cugliari



Josh Gielen



Andrew Falkingham



Sam Scrimshaw

## MEMORANDUM OF UNDERSTANDING (G) – Emergency Closures and Essential Staff

The University of Guelph and the University of Guelph Food Service Employees Association Unit 1, together the Parties, acknowledge that the University Policy 512 - Hazardous Weather / Emergency Closing applies to Bargaining Unit members. The Parties further acknowledge that Hospitality Services has an obligation to ensure appropriate levels of service to the University community during a University closure, including identifying the essential staff necessary to provide those services.

In accordance with HR Policy 512 and its obligations, Hospitality Services will identify those essential services and associated positions on annual basis and provide a list to the Association and those impacted employees.

Those regular full-time and limited full-time employees that are employed in positions designated by Hospitality Services as being essential, and that are required to work during an emergency closure, will be paid as follows:


- (i) straight time for all hours worked (in addition to their regular pay); OR
- (ii) an equivalent amount of time off (in addition to their regular pay) to be utilized at a later date at a time mutually agreeable to the supervisor, subject to department operational requirements being met.

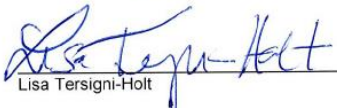
The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 18<sup>th</sup> day of June, 2024.

**For the University:**

  
\_\_\_\_\_  
Ed Townsley

  
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Lukas Riley

  
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Chris Herkimer

  
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Lisa Tersigni-Holt

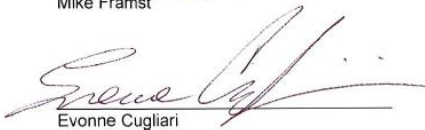
  
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Vijay Nair

  
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Steven McAnulty

**For the Association:**

  
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Evonne Cugliari

  
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Josh Gielen

  
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Andrew Falkingham

  
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Sam Scrimshaw

## **MEMORANDUM OF UNDERSTANDING (H) – Flexible Spending Credits**

Effective January 1, 2025, the University will provide Flexible Spending Credits (Flex Credits) to all active eligible Regular Full-Time (RFT) and Limited Full-Time (LFT) members. Each eligible employee will be provided with Flex Credits in the amount of six hundred dollars (\$600). Eligible employees elect to allocate their Flex Credits into one (1) or more of the following two (2) accounts:

- **Health Care Spending Account (HCSA)**

The Health Care Spending Account (HCSA) can be used to pay for employee and/or eligible spouse's/dependents' qualifying medical and dental expenses under the *Income Tax Act (Canada)*, incurred after the deposit date, that are not covered or are only partially covered by the University's group benefits plan.

- **Taxable Wellness Spending Account (TWSA)**

Supports health and wellness for employees only (i.e. spouses/dependents are not eligible). This account can be used to pay for items including, but not limited to: fitness club membership fees, fitness or sporting equipment, personal training sessions, nutritional counselling, weight loss programs, smoking cessation programs, legal advice and/or financial advice. Wellness spending account reimbursements are taxable benefits and will be reported on annual T4 statements of the employee.

### **Operation**

#### **1. Allocation of Flex Credits**

- All allocations of Flex Credits must be made in fifty-dollar (\$50) increments.
- This election must be made by November 30<sup>th</sup> of the year prior to the calendar year in which the credits will be allocated to the various accounts. Only one (1) election may be made in any year.
- The election as to the allocation of Flex Credits rests exclusively with the employee and once made is irrevocable.
- Where an employee fails to make an election for the Flex Credits, as an automatic default, one hundred per cent (100%) will be automatically credited to the employee's HCSA, with no allocation to the Taxable Wellness Spending Account.

#### **2. Eligibility**

Participation in the Flex Credit arrangement is restricted to active and eligible RFT and LFT employees represented by the UGFSEA-1 employed as at January 1<sup>st</sup> meeting the criteria as set out below:

- For the purpose of this Agreement, active RFT and LFT employees shall include those employees on any statutory protected leaves (i.e. maternity or parental leave, family

medical leave, etc.), short term disability, long term disability, drawing WSIB benefits, on vacation, or an otherwise approved paid leave of absence.

- An active employee does not include RFT and LFT employees on leaves of absence without pay for a period of thirty (30) calendar days or more.
- LFT employees will be permitted to make submissions and receive reimbursements under the Flex Credit program during their normal period of layoff.
- Retirees are not eligible to participate in this Flex Credit arrangement.
- Newly hired RFT and LFT employees will have access to one hundred per cent (100%) of Flex Credits for the calendar year, provided their employment commences on or before July 1<sup>st</sup> of the same calendar year.
- All RFT and LFT employees whose employment commences after July 1<sup>st</sup>, with the exception of those hired after November 30<sup>th</sup>, as detailed below, will see their Flex Credits prorated by fifty per cent (50%) for the balance of that calendar year.
- Those employees hired after November 30<sup>th</sup> will not be eligible to participate in the Flex Spending Program until the following calendar year.
- All employees hired during a calendar year and who are eligible to receive Flex Credits will be required to direct the allocation of their Flex Credits to the HCSA or TWSA within thirty (30) days of the commencement of their employment, failing which the default allocation shall apply.

### **3. Account Balance Carry Forward Provisions**

- The same carry forward provisions will apply to both the HCSA and TWSA.
- Unused account balances can be carried forward and combined with new Flex Credit allocations for the following calendar year.
- At the end of the second calendar year, any balances remaining from the previous year will be forfeited (i.e. spending in any one (1) year must exceed funds carry forward from the year immediately preceding).
- Carry forward balances must remain in the original accounts (i.e. no inter account transfers are permitted once the allocation election has been made).

### **4. Payment of Claims**

- The claim year is January 1<sup>st</sup> to December 31<sup>st</sup>
- HCSA and TWSA: Employees can submit claims at any time throughout the year, however, all claims must be received by the carrier no later than March 31<sup>st</sup> following the year in which the expenses have been incurred. Employees retiring or terminating must have all claims incurred prior to their termination or retirement date submitted within thirty (30) calendar days of their last day of employment.



## Flexible Spending Credits

The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 18<sup>th</sup> day of June, 2024.

### For the University:



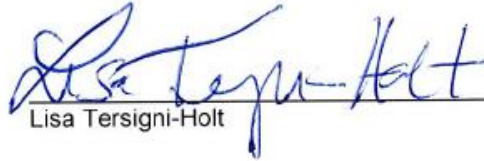
Ed Townsley



Lukas Riley



Chris Herkimer



Lisa Tersigni-Holt



Vijay Nair



Steven McAnulty

### For the Association:



Mike Framst



Annie Chow



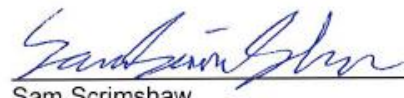
Evonne Cugliari



Josh Gielen



Andrew Falkingham



Sam Scrimshaw

## MEMORANDUM OF UNDERSTANDING (I) – Health and Performance Centre

The University shall, on a one-time only basis, and subject to program continuance and program availability, during the life of this Collective Agreement, reimburse regular full-time and limited full-time UGFSEA members, seventy-five per cent (75%) of the cost of one (1) of the programs offered at the University of Guelph Health and Performance Centre.

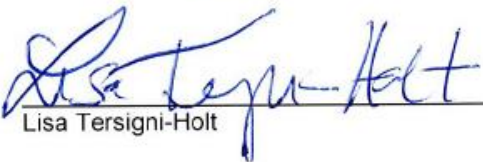
The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 18<sup>th</sup> day of June, 2024.

### For the University:

  
\_\_\_\_\_  
Ed Townsley

  
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Lukas Riley

  
\_\_\_\_\_  
Chris Herkimer

  
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Lisa Tersigni-Holt

  
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Vijay Nair

  
\_\_\_\_\_  
Steven McAnulty

### For the Association:

  
\_\_\_\_\_  
Mike Framst

  
\_\_\_\_\_  
Annie Chow

  
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Andrew Falkingham

  
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Sam Scrimshaw