

COLLECTIVE AGREEMENT

BETWEEN



UNIFOR LOCAL 2003E

AND



THE UNIVERSITY OF GUELPH

Expiry Date

April 30, 2027

Table of Contents

Article 1 – Purpose.....	4
Article 2 – Recognition.....	4
Article 3 – Management Functions.....	5
Article 4 – Relationship.....	6
Article 5 – Union Stewards.....	7
Article 6 – Grievance Procedure.....	8
Article 7 – Discharge Cases.....	9
Article 8 – Arbitration.....	10
Article 9 – Seniority.....	11
Article 10 – No Strikes, No Lockouts.....	13
Article 11 – Hours of Work.....	13
Article 12 – Call-In Pay.....	17
Article 13 – Wages.....	17
Article 14 – Vacations.....	18
Article 15 – Paid Holidays.....	20
Article 16 – Sick Leave.....	22
Article 17 – Leave of Absence.....	23
Article 18 – Bereavement.....	29
Article 19 – Jury Duty.....	30
Article 20 – Bulletin Board.....	30
Article 21 – Deduction of Union Dues.....	30
Article 22 – Meetings Between the Parties.....	31
Article 23 – Temporary Employment in a Higher Class.....	31
Article 24 – Negotiating Time.....	31
Article 25 – Benefits.....	32
Article 26 – Educational Assistance.....	32
Article 27 – Notices Pursuant to this Agreement.....	33
Article 28 – Duration.....	35
Schedule “A”.....	36
Memorandum of Understanding A – Clothing and Safety Shoes.....	38
Memorandum of Understanding B – Night Shift Replacement.....	39
Memorandum of Understanding C – 12 Hour Shift Agreement.....	40
Memorandum of Understanding D – Scholarship Plan.....	42
Memorandum of Understanding E – Athletic Fee Subsidy.....	44
Memorandum of Understanding F – Health and Safety Committee.....	45
Memorandum of Understanding G – Employment Equity.....	46
Memorandum of Understanding H – Licenses/Certificates.....	47
Memorandum of Understanding I – Return to Work Meetings.....	48
Memorandum of Understanding J – Co-op Students.....	49
Memorandum of Understanding K – Standard Operating Procedures.....	50

Memorandum of Understanding L – Inclement Weather	51
Memorandum of Understanding M – Union Security	52
Memorandum of Understanding N – Application of Article 11.05 (c)	53
Memorandum of Understanding O – Benefits	54
Memorandum of Understanding P – Flexible Spending Credits	55
Memorandum of Agreement RE: Consent to the Conversion to the “UPP”	58

THIS AGREEMENT
BETWEEN
UNIVERSITY OF GUELPH (herein called the “University”)
of the First Part
AND
UNIFOR AND LOCAL 2003E
(herein called the “Union”)
of the Second Part

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the University and employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain wages, hours of work and other working conditions as herein provided.

ARTICLE 2 – RECOGNITION

- 2.01 The University recognizes the Union as the sole and exclusive bargaining agent with respect to all matters covered by this Agreement for all Operating Engineers and persons primarily engaged as their helpers in the Central Utilities Plant of the University of Guelph, Guelph, Ontario, save and except Assistant Chief Engineer and those above the rank of Assistant Chief Engineer.
- 2.02 The University will not assign work regularly performed by employees within the Bargaining Unit to employees of the University who are outside the Bargaining Unit, except for the purposes of training Bargaining Unit personnel or experimenting, in emergencies, or when employees within the Bargaining Unit are not available. Supervisory employees conducting training or experimental work shall keep the shift engineer fully informed.
- 2.03 Unless otherwise specified, “day” shall mean a working day in the University’s Human Resources Department.
- 2.04 The University shall inform the Union of any significant change in operations, introduction of new equipment and/or technologies that the University deems will impact the Bargaining Unit. Upon receipt of such notice, the Union may request in writing that Staff Relations convene a Union/Management meeting in order to provide the Union with the opportunity to discuss the impact, if any, on the Bargaining Unit.

2.05

- (a) Further to Article 2.04 above, technological change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which would negatively impact the terms and conditions of employment.
- (b) The University will discuss with the Union in advance, so far as is practicable, any plans it may have for the technological change as defined in Article 2.05 (a) above. Such discussions shall be held at a meeting(s) specifically called for that purpose. Such discussions will include consideration for the impact to employees, including as applicable: transfers, attrition, training and early retirement.
- (c) The University shall be responsible for providing training required by employees as a result of the introduction of technological change(s). Any such training will normally be provided and concluded within six (6) months of the implementation of the specific technological change.
- (d) As a result of the introduction of technological change to the Central Utilities Plant, work historically performed by Operating Engineers within the Bargaining Unit will not be transferred to employees of other University Bargaining Units.
- (e) An employee whose position becomes redundant as a result of technological change as defined in this Article, will be dealt with in accordance with the provisions of Article 9.03.

2.06 Subject to supervisory approval and operational requirements, when a new regular full-time employee commences a regular full-time Bargaining Unit position, a Union Steward will be provided with up to thirty (30) minutes during the first week of employment within regular working hours, to provide the new employee with a copy of the Collective Agreement and a brief overview of the role of the Unifor, Local 2003E at the University of Guelph. This orientation will normally occur within the first month of employment in the Bargaining Unit.

2.07 Each member of the Bargaining Unit will receive a copy of the new Collective Agreement as soon as reasonably possible following ratification. The Union Stewards will be provided with a supply of Collective Agreements to distribute to new Bargaining Unit members as outlined in Article 2.06.

ARTICLE 3 – MANAGEMENT FUNCTIONS

3.01 The Union acknowledges that it is exclusively the function of the University to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, transfer, promote, demote, layoff and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion, or layoff or that an employee has been

- suspended or discharged 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 University's operation not otherwise specifically dealt with elsewhere in this Agreement.
- 3.02 The University agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.
- 3.03 The University agrees to comply with all relevant legislation, and the regulations made thereunder, as well as its own policies affecting the work of the Bargaining Unit.
- 3.04 No employee shall be permitted to enter into an agreement, verbal or in writing, which conflicts with this Collective Agreement.

ARTICLE 4 – RELATIONSHIP

- 4.01 The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.
- 4.02 The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the University, except as specifically permitted by this Agreement in writing by the University.
- 4.03 The University and the Union agree that all employees have the right to freedom from discrimination and harassment in the workplace because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses, marital status, family status, disability, sex, sexual orientation, gender identity, gender expression, and any other prohibited grounds in the *Ontario Human Rights Code*.
- 4.04 The University and the Union agree to maintain a supportive, respectful and tolerant workplace and a work environment that is free from harassment of any kind. 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 of Guelph'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, unwelcome communication/gestures/physical contact of a sexual nature, hate group activity and ostracism.

- 4.05 An employee may elect to submit a grievance alleging harassment under the Collective Agreement or to file a complaint under the University of Guelph's Human Rights Policy. However, the Grievance Procedure (per the Collective Agreement) and complaint process (per Human Rights at the University of Guelph document) will not run concurrently.
- (a) An employee who elects to file a grievance under the Collective Agreement shall, if s/he wishes, have access to the mediation process in the University's Human Rights Policy prior to Step 1 of the Grievance Procedure and may be accompanied by a Union Steward during the process, if s/he chooses. An employee may withdraw from the mediation process at any time and resume the Grievance Procedure. If the immediate supervisor is the alleged harasser in the complaint, then the grievance may be submitted directly at Step 2.
- (b) Employees electing to proceed with a complaint under The University's Human Rights Policy document shall have the right to be accompanied by a Union Steward at any stage of the process.

ARTICLE 5 – UNION STEWARDS

- 5.01 The University agrees to recognize one (1) Chief Union Steward/Unit Chair, one (1) Union Steward, and one (1) Alternate Union Steward who may act during the absence of either Union Steward, elected by the Union from amongst the employees in the Bargaining Unit who have completed their probationary period. The Chief Union Steward/Unit Chair is the first line of contact for the University in the workplace. Accordingly, the representation of employees with respect to grievances and the processing of grievances shall be carried out by the Chief Union Steward/Unit Chair. Notwithstanding the foregoing, any amendments during the term of the Collective Agreement must be agreed to by the National Representative of the Union and the Director of Human Resources (Staff Relations) or designate.
- 5.02 The Union shall keep the University notified in writing of the name of the Chief Union Steward/Unit Chair, Union Steward and Alternate Union Steward and the effective dates of their appointments.
- 5.03 It is understood that the Chief Union Steward/Unit Chair, Union Steward and Alternate Union Steward have regular work to perform and that where a grievance must be serviced or where meetings between the Union and University officials take place during an employee's scheduled working hours, the Chief Union Steward/Unit Chair, Union Steward or Alternate Union Steward will not leave his/her work without first obtaining permission of the immediate supervisor, which shall not be unreasonably withheld. The Chief Union Steward/Unit Chair, Union Steward or Alternate Union Steward shall state his/her destination to the immediate supervisor and shall report again at the time of his/her return to work.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 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 his/her appropriate immediate supervisor has first been given an opportunity to adjust his/her complaint. If an employee who may be assisted by his/her Union Steward has a complaint, s/he shall discuss it with his/her appropriate immediate supervisor within seven (7) days after the employee could reasonably be expected to have become aware of the circumstances giving rise to the complaint. The appropriate immediate supervisor shall have seven (7) days to seek information and advice and to communicate his/her answer to the complainant. Failing settlement, it may then be taken up as a grievance within seven (7) days following communication of the appropriate immediate supervisor's decision in the following manner and sequence:

(a) Step 1

The employee who will be accompanied by the Union Steward may submit the grievance in writing to the Chief Engineer's Supervisor, or designate. A meeting will then be held between the Chief Engineer's Supervisor or his/her designate and the employee and his/her Union Steward. The decision of the Chief Engineer's Supervisor shall be delivered in writing to the Union Office, the Union Steward and two (2) copies to the grievor within seven (7) days. Failing settlement:

(b) Step 2

Within seven (7) days after the decision in Step 1 is given, the grievor, who will be accompanied by the Union Steward, may submit the grievance in writing to the Associate Vice-President, Human Resources or designate. A meeting will then be held within fifteen (15) days, unless agreed to otherwise, between the Associate Vice-President, Human Resources or designate and the Union Steward, and a Staff Representative of the Union. A written response will be sent to the Union Office, the Union Stewards and the grievor within seven (7) days.

6.02 Failing a settlement under Step 2 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) days after a decision in Step 2 is given, it shall be deemed to have been settled.

6.03 If the University has a grievance it shall be taken up in writing with the Union and processed according to the terms of the Grievance Procedure commencing with Step 2 within ten (10) days after the circumstances giving rise to the complaint have originated or at which time the University could reasonably be expected to become aware of circumstances giving rise to the complaint. If the Union has a grievance which cannot reasonably be processed as an individual employee grievance, or a decision or action of

the University administration or departmental management that affects three (3) or more employees, it shall be processed beginning at Step 2 of the Grievance Procedure within ten (10) days after the circumstances giving rise to the complaint have originated or after which time the Union could reasonably be expected to become aware of circumstances giving rise to the complaint.

- 6.04 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date the circumstances giving rise to the complaint originated or occurred.
- 6.05 In all steps of the Grievance Procedure, where no written answer has been given within the time limit specified, the employee(s) concerned, the Union or the University, as the case may be, shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 6.06 Where a grievance has been submitted at Step 1 which does not allege that this Agreement has been violated, it may be processed only through Step 2 of the Grievance Procedure but shall not be subject to being referred to arbitration.

ARTICLE 7 – DISCHARGE CASES

- 7.01 It is recognized that probationary employees may be released for reasons less serious than in the case of the discharge of an employee who has completed his/her probationary period. A claim by an employee that s/he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the University at Step 2 within seven (7) days after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
 - (a) confirming the University's action in dismissing the employee;
 - (b) reinstating the employee without loss of seniority and with full compensation for time lost; or
 - (c) by any other arrangement which may be deemed just and equitable.
- 7.02 When an employee is suspended or discharged by the University s/he will be afforded an opportunity to have a Union Stewart present.
- 7.03 The University shall send the Union a copy of all suspension and termination letters within three (3) days of such action.
- 7.04 It is agreed that disciplinary letters within an employee's personnel file shall be removed after a two (2) year period provided that no further discipline has been recorded within that two (2) year period.
- 7.05
 - (a) The hiring of a temporary full-time employee to cover during the temporary absence of a regular full-time incumbent who is off work due to illness, long term disability

- (LTD), Workplace Safety and Insurance Board (WSIB), or any other approved leave of absence, shall not be the subject of a grievance.
- (b) The termination of a temporary full-time employee upon return to the Bargaining Unit by the regular full-time employee shall not be the subject of a grievance. Upon return of the regular full-time employee, the temporary employee shall be provided with two (2) weeks' notice of termination or pay in lieu of such notice.
 - (c) Any temporary full-time position occasioned by a leave for the reasons set out in Article 7.05 (a) above, should first be offered to any employees in the Bargaining Unit who have the skill and ability to perform the work. The vacancy then occasioned by the temporary assignment of the regular full-time employee can then be filled by a temporary full-time employee. If there are no regular full-time employees who have the skill and ability to perform the work or do not wish to accept the temporary assignment, the vacancy occasioned by the leave may be filled by a temporary full-time employee.
 - (d) Should a regular full-time employee on leave for any of the reasons set out in Article 7.05 (a) above, notify the University that he/she will not be returning to work following the leave, the University will post the regular full-time position in accordance with Article 9.04 of this Agreement. Should no regular full-time member of the Bargaining Unit apply for the position, the temporary full-time employee shall have the right to apply for the posted position and shall be considered for the position in accordance with Article 9.04 (b) of this Agreement.
 - (e) Should the temporary full-time employee be awarded the regular full-time position, such employee's full-time seniority shall be back-dated to his/her date of hire into the temporary full-time position. If the temporary full-time employee's work assignment has been in excess of three (3) consecutive months immediately prior to his/her assignment to the regular full-time position, it will be deemed that the employee has completed his/her probationary period as set out in Article 9.01 (a).

ARTICLE 8 – ARBITRATION

- 8.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, proposing three (3) Arbitrators. The responding party may, within five (5) days from receipt of the written request, agree to one (1) of these proposed Arbitrators or propose three (3) alternate Arbitrators. If, within five (5) working days thereafter, the parties are not able to agree upon an Arbitrator, they shall request the Minister of Labour to appoint an Arbitrator.
- 8.02 No persons may be appointed as an Arbitrator who have been involved in an attempt to negotiate or settle the grievance.

- 8.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.04 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement except as expressly provided for under provincial employment statutes.
- 8.05 The parties shall jointly bear the fees and expenses of the Arbitrator on an equal basis. The parties will otherwise bear their own expense with respect to the Arbitration proceedings.
- 8.06 The time limit fixed in both the Grievance and Arbitration Procedure may be extended by mutual consent of the parties to this Agreement.
- 8.07 If either party fails to respond within the stated time limits, except as outlined in Article 8.06, the grievance shall be deemed to be forfeited to the other party.

ARTICLE 9 – SENIORITY

9.01

- (a) An employee shall be on probation until s/he has completed three (3) calendar months' employment. Notwithstanding the foregoing, the probationary period may be extended up to a total of six (6) months if the University shows reasonable grounds for extension. The Union will be notified of the extension and the reasons for the extension in writing. Upon completion of such probationary period, the employee's name will be placed on the plant seniority list with seniority effective from the date on which s/he commenced employment.
- (b) Notwithstanding the provisions of Article 9.01 (a), an Engineer hired to perform in a classification higher than that for which s/he is qualified shall have up to six (6) months from his/her starting date in which to acquire their higher classification. If s/he has not acquired such higher classification in this period, s/he may be terminated. However, in any case, after one (1) calendar month, s/he shall be paid according to Article 23.02.

9.02 The University agrees to maintain and post up-to-date plant and classification seniority lists and to supply the Union with a copy of such lists; it being understood that the lists shall not be made up more frequently than once every six (6) months.

9.03

- (a) In all cases of layoff and recall from layoff, employees with the greatest seniority in the classification involved shall be given preference providing the remaining employees have the qualifications to perform the available work. An employee displaced from a classification may exercise any seniority s/he may have in any lower classification. It is understood that probationary employees shall be first to be laid off.

- (b) If there is not a position for which the employee has the skills and ability to perform as per Article 9.03 (a), the University will provide the affected employee(s) who have completed his/her probationary period notice of the impending layoff in accordance with the provisions of the *Ontario Employment Standards Act*.
- (c) The employee noted above in Article 9.03 (b), may elect to receive payment in lieu of notice equal to the lesser of three (3) weeks of pay per year of service to a maximum of fifty-two (52) weeks or the maximum number of weeks remaining until normal retirement. However, it is understood that should an employee elect to receive pay in lieu of notice, s/he relinquishes any rights to recall and shall be considered to have terminated his/her employment with the University.

9.04

- (a) The University shall post notice of all vacancies in the Bargaining Unit for a duration of seven (7) calendar days, during which time any employee who has completed their probationary period may apply in writing for the posted vacancy.
- (b) In all cases of promotion (other than appointments to positions outside the scope of the Bargaining Unit), consideration shall be given to skill, efficiency and job ability. Where, in the opinion of the University, which shall not be exercised in an arbitrary or discriminatory manner, these factors are relatively equal, seniority shall govern providing the employee has the qualifications to perform the work in question.
- (c) Should a Bargaining Unit position become vacant, the University will advise the Union as to the intended status of that vacant position within thirty (30) days.
- (d) The Union will be advised by email of the successful candidate to a posted Bargaining Unit position.

9.05 An employee shall lose all seniority if s/he:

- (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 for five (5) consecutive scheduled shifts;
- (d) Fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those which the leave of absence may be granted, unless a reason acceptable to the University can be supplied;
- (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, sickness or other similar disability, which absence continues for more than twenty-four (24) months, except in Workplace Safety and Insurance Board cases which shall be for the period of compensation.

- 9.06 It shall be the duty of the employee to notify the employer promptly of any change in address and telephone number. If an employee fails to do this, the University will not be responsible for the failure of a notice sent by registered mail, or telephone call, to reach such employee.
- 9.07 The Union shall be provided with a notice of appointment of all temporary employees. Such notice will indicate the expected term of the temporary assignment. Should the term of the temporary assignment be extended, the Union shall be so advised with no less than ten (10) days' notice.

ARTICLE 10 – NO STRIKES, NO LOCKOUTS

- 10.01 In view of the orderly procedure for settling grievances, and following the signing of this Agreement, the University agrees that it will not cause or direct, during the term of this Agreement, any lockout of employees and the Union agrees that during the term of this Agreement, there will be no strike or other concerted action which will stop, curtail or interfere with work or the University's operations. The Union agrees that if any such concerted action takes place, it will repudiate it forthwith and require its members to return to work. Any employees participating in any strike will be subject to discipline, including discharge.

ARTICLE 11 – HOURS OF WORK

- 11.01 The standard work week shall be forty (40) hours per week. The standard work day shall be eight (8) consecutive hours for operating shifts. The standard work day for a maintenance shift and for day workers shall be eight (8) hours and may provide a one-half (½) hour meal break which shall not be included in the calculation of hours worked. It is hereby expressly understood that the provisions of this section 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 shall normally be scheduled on five (5) days of eight (8) hours and forty (40) hours per week. The rotating schedule in current use commences at 1900 hours Saturday. Authorized work performed in excess of the employee's standard work day or standard work week, or on an employee's scheduled day off, shall be paid at the rate of time and one-half (1½) the employee's regular straight time rate.
- 11.02 The University agrees to provide two (2) fifteen (15) minute breaks during each shift. It is understood that operating staff cannot leave the operating area of the plant during these breaks.
- 11.03
- (a) The University will post a regular schedule of the hours to be worked by all licensed Operating Engineers. It is the intention of the University that all changes required to the regular work schedules be accomplished in a manner that will accommodate the

needs for the Operating Engineers to a maximum degree, with due regard for the need to staff the operating shifts at all times and to provide adequate maintenance labour hours for the current needs of the plant.

- (b) The University shall provide a regular shift schedule annually for the duration of this Agreement. Such schedule shall be provided to employees no later than August 30th of the calendar year. Any modifications to this schedule shall be provided to the Union no less than five (5) weeks in advance. It is understood that a regular shift schedule for the purpose of this provision shall not be construed as meaning an employee(s) work schedule. It is further understood that the provision of such schedule does not constitute a guarantee of hours worked per day/week.

11.04 When payment at time and one-half (1½) has been made for any authorized work, the time involved shall not be included again for the purpose of establishing a premium payment for that or any other work.

11.05 Overtime will be offered in accordance with the following rules:

- (a) Overtime shall be offered to the employee with the lowest amount of logged overtime hours, subject to the following (Note: the University will record all hours worked outside of class to ensure compliance with appropriate legislative requirements):
 - i. First, to any qualified employees available to work within the applicable class (excluding those away on requested time off);
 - ii. Second, to any qualified employees available to work outside the applicable class (excluding those away on requested time off);
 - iii. Third, to any qualified employees away on requested time off within the applicable class;
 - iv. Fourth, to any qualified employees away on requested time off outside the applicable class.
- (b) An employee, who is canvassed and refuses overtime, shall be logged as having worked the overtime for the purposes of maintaining an equitable distribution.
- (c) Overtime hours will be logged against an employee in circumstances where s/he is canvassed for an overtime opportunity on days off, and fails to answer the message, or return the message within ten (10) minutes thereafter.
- (d) Overtime hours shall be logged at the time of the offering.
- (e) An employee shall have the right to refuse overtime without a provided reason. This shall, however, not apply to circumstances when no volunteers can be obtained during the normal canvassing process, in which case management reserves the right to impose overtime in reverse seniority order in class. It is understood that prior to imposing overtime, management will first canvass those employees on scheduled vacation who have indicated availability. If such opportunity is accepted, payment for time worked will be based on the applicable overtime rate and no vacation day shall

be deducted from the employee's vacation entitlement. This overtime worked shall not be logged against the employee.

- (f) All overtime shall be included in the overtime log. It is understood that "required training" on an employee's day off shall be determined at the sole discretion of management and shall not be logged as overtime.
- (g) In all cases an employee is to be bypassed during canvassing if working the shift would result in hours of work exceeding thirteen (13) hours in a day and/or sixty (60) hours in an employee's normal work week and/or having less than eight (8) hours off between shifts.
- (h) New employees will be "recorded" with the average overtime hours when released from training.
- (i) Overtime as a result of "work in progress" is not subject to Article 11.05 (a), however, the overtime will be logged. Work in progress shall be "capped" to a three (3) hour maximum.
- (j) At the end of the calendar year, overtime differentials shall be maintained and the employee with the least number of hours will be reset to zero (0).
- (k) An Operating Engineer administering this Article is encouraged to consult with the Chief Operating Engineer or designate on any issues that may arise on its administration. Any issues which cannot be resolved may be addressed through a Labour Management Committee Meeting as per Article 22.01 or by way of the Grievance Procedure as per Article 6.

11.06

- (a)
 - i) Employees may request time off in lieu of overtime. The banking of such time off in lieu will be to a once annual maximum of seventy-two (72) hours. While employees may elect to utilize banked lieu time to extend vacation periods, normally lieu time will only be approved to be taken during an employee's scheduled maintenance shift(s).
 - ii) Where an employee requests time off in lieu of overtime, the University shall make every effort to provide for such time off at the time selected by the employee, subject to supervisory approval and operational requirements. It is understood that Saturdays and Sundays will not normally be granted as time off in lieu.
 - iii) The ratio for overtime shall apply to the calculation of the appropriate time off. No employee shall be compelled to liquidate overtime by taking time off.

- iv) Any employee who serves on a University endorsed committee on his/her regular day off shall receive time off in lieu at straight time equivalent to the time spent in such committee meetings.
- (b)
- i) Notwithstanding the University's right to make individual shift changes, if an employee is required by the University to attend a course or seminar on his/her regular day off, s/he shall receive the appropriate overtime rate for all hours in attendance at the course/seminar.
 - ii) Notwithstanding the University's right to make individual shift changes, if an employee attends a University endorsed course or seminar on his/her regular day off, s/he shall receive time off in lieu at straight time for all hours in attendance, provided the employee has received prior approval from the Chief Engineer or designate.
- (c) Any employee who attends a Staff Development Opportunity program (or any other course) that is not directly relevant to his/her current position, on his/her regular day off, will not be eligible for any compensation.

11.07

- (a) For employees who are qualified to perform the work, mutual change of complete shifts will be allowed provided that there will be no additional cost to the University and that the employees notify the Chief Engineer or designate at least forty-eight (48) hours in advance of the start of the shifts in question. Where a request for a mutual change of complete shifts is submitted with less than forty-eight (48) hours' notice, such requests are subject to approval by the Chief Engineer, which shall not be unreasonably withheld.
- (b) Upon approval of management, the employee who works the day of the mutual change of complete shift will be paid the appropriate hourly rate and premium. It is understood that the employee in such arrangement who is not working shall have their hours adjusted to reflect such change.
- (c) It is understood that in a circumstance where an employee electing to take time off in accordance with Article 11.07 (b) becomes ill, that such arrangement will still remain in full force and effect.

11.08

- (a) An employee required to change his/her scheduled shift without receiving at least twenty-four (24) hours' notice in advance of the starting time of such change in his/her scheduled shift shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1½). Subsequent shifts worked on this temporary schedule shall be paid for at straight time, subject to the overtime provision of this Agreement.

(b) An employee on a maintenance shift required to change his/her scheduled shift, will receive at least twelve (12) hours' notice in advance of the starting time of such change in his/her scheduled shift. All hours worked on the revised schedule will be at the employee's straight time rate of pay. An employee will not have his/her hours reduced as a result of this shift change.

11.09 In the opinion of the Chief Engineer or designate, when a qualified engineer is not required to perform available overtime, the overtime shall first be offered to the helpers.

11.10 (a) An employee who works an overtime shift greater than twelve (12) hours without receiving at least sixteen (16) hours' notice in advance of such overtime, and who has not been provided with a meal from the University or a contractor, will be provided with a pre-loaded hospitality card in the amount of ten dollars (\$10) to be used toward the purchase of a meal.

(b) An employee who is scheduled to work an eight (8) hour maintenance shift (7:00 am to 3:30 pm) who upon reporting to work is instructed to cover the unplanned absence of an operating engineer on the day shift for twelve (12) hours or greater, and who has not been provided with a meal from the University or a contractor, will be provided with a pre-loaded hospitality card in the amount of ten dollars (\$10) to be used toward the purchase of a meal.

ARTICLE 12 – CALL-IN PAY

12.01 An employee called in to work outside his/her scheduled shift hours, and other than on prescheduled overtime, shall be paid at the rate of time and one-half (1½) his/her regular hourly rate for the hours worked with a minimum of four (4) hours pay at his/her overtime rate except to the extent that such four (4) hour period overlaps and extends into his/her scheduled shift hours.

12.02 An employee who is scheduled to work overtime shall be paid for a minimum of three (3) hours at time and one-half (1½) his/her regular hourly rate. The minimum of this Article shall not apply in cases where an employee is required to remain at work at the end of his/her shift to fill in for an employee arriving late.

ARTICLE 13 – WAGES

13.01 The University agrees to pay and the Union agrees to accept, for the term of this Agreement, the rates of wages as outlined in Schedule "A" attached hereto and forming part of this Agreement. Wherever there is a reference in this Agreement to an employee's regular straight time rate or basic hourly rate, such rate shall be the appropriate basic hourly rate shown in Schedule "A".

ARTICLE 14 – VACATIONS

- 14.01 No employee is entitled to proceed on a paid vacation until s/he has completed six (6) months of continuous employment.
- 14.02 An employee whose services are terminated before completion of three (3) months of continuous employment or for cause shall receive four percent (4%) of salary received since employment or during the then current vacation year, as appropriate, in lieu of vacation.
- 14.03 After the completion of three (3) months of continuous employment, an employee will be entitled to paid vacation at the rate of decimal eighty-three (0.83) days per month of employment, calculated from the date of employment and after six (6) months of continuous employment may take the vacation which would accrue at this rate to the next 31st day of December in advance of its actual accrual.
- 14.04 An employee who attains the years of service as listed as of December 31st is entitled to the amount of vacation as set out below to be used during the same calendar year:

Length of Continuous Service	Total Number of Vacation Days at Hourly Wage Rates	Total Number of Hours of Vacation Pay at Hourly Wage Rates
1 year of service	10	80
2 to 4 years of service	15	120
5 years of service	16	128
6 years of service	17	136
7 years of service	18	144
8 to 11 years of service	20	160
12 to 13 years of service	21	168
14 to 15 years of service	22	176
16 years of service	24	192
17 to 22 years of service	25	200
23 to 27 years of service	26	208
28 or more years of service	30	240

- 14.05
 - (a) The University reserves the right to schedule vacations to meet its operating requirements but shall consider the wishes of employees and resolve conflicts between an employee’s wishes on a seniority basis where its operating requirements are not a factor. Vacation requests shall be submitted to the Chief Engineer or designate by November 1st in each year. The approved vacation schedule shall then

be posted by December 15th of the year. The vacation schedule shall be altered thereafter only by agreement between the employee and the Chief Engineer or designate. While an employee may exercise seniority in the original vacation scheduling, s/he may not do so in any alteration.

- (b) Employee requests to cancel an approved vacation shall be at the sole discretion of the Chief Engineer or designate. Should an employee be permitted to cancel an approved vacation, the University will make the necessary corrections in the overtime log book and adjust the logged hours of the employee(s) who had accepted such overtime opportunity. For clarity, no adjustment will be made to the logged hours of any employee who refused the overtime.
- (c) Employees will normally schedule his/her annual vacation entitlement as vacation days during their maintenance shifts. However, employees are entitled to take up to two (2) vacation days off per calendar year during operational shifts. The University shall make every reasonable effort to grant the above-noted two (2) vacation days off at the time requested by the employee, and such requests shall not be unreasonably denied so long as such requested operational shifts fall during the week, excluding Saturdays and Sundays. Such time off will be approved only after appropriate coverage has been secured by the Chief Engineer or designate.
- (d) Employees with less than five (5) years of service must use a minimum of ten (10) days of vacation in the calendar year in which it is earned. Employees with five (5) or more years of service must use at least fifteen (15) days of vacation in the calendar year in which it is earned.
- (e) Employees shall be permitted to carry over a maximum of five (5) vacation days into the next calendar year.
- (f) Employees will be provided with a semi-annual report detailing their outstanding vacation entitlement. Requests for reports outside this period can be made directly to the Chief Engineer or designate.

14.06 Except as provided in Article 14.02, on termination of employment the University agrees:

- (a) To pay the cash value of any vacation accrued in a previous vacation year and not taken provided that the University has agreed in writing to such carryover; and
- (b) To make a cash settlement with respect to the prorated value of vacation entitlement from the first (1st) day of January prior to the date of termination, to that date.

14.07 In addition to the vacation credits outlined in Article 14.04, employees with less than five (5) years of service shall receive four percent (4%), and employees with five (5) years of service or more will receive six percent (6%), of overtime worked and shift premiums earned (including weekend shift premiums) calculated on a bi-weekly basis and paid along with regular earnings on each pay.

ARTICLE 15 – PAID HOLIDAYS

15.01

(a) Employees shall receive pay for the following holidays:

New Year's Day	Thanksgiving Day
Family Day	½ day Christmas Eve*
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	½ day New Year's Eve*
Civic Holiday	
Labour Day	

*For Maintenance Staff, the University agrees to utilize one (1) of the three (3) floaters and disburse it as one-half (½) day on Christmas Eve and one-half (½) day on New Year's Eve, provided there are no additional costs incurred by the University (i.e. Premium Pay). Therefore, employees who work on Christmas Eve and/or New Year's Eve will receive premium pay for one-half (½) shift and straight time for the remaining one-half (½) shift. Therefore, each employee shall be entitled to be granted two (2) other days as "additional paid holidays" annually.

Upon request, the permanent maintenance employees and the rotating maintenance employees will be scheduled, based on the schedule in effect, to the non-statutory days during the December/January Holiday period [in accordance with the official annual University notice identifying the December/January Holidays (non-statutory days are "days off with pay" and/or "days off without pay")]. Payment for working on non-statutory days during this period will be at straight time.

For rotating shift staff, each employee shall be entitled to three (3) other days as "additional paid holidays" annually.

It is understood that temporary full-time employees will be eligible for one and one-half (1½) floater holidays during the first six (6) months of their appointment.

Providing ten (10) calendar days' notice is given to the Chief Engineer or Assistant Chief Engineer, it is understood that the provisions for time off for floater holidays will be granted subject to operational requirements and the granting of such time off by the University shall not be unreasonably withheld. It is agreed that no more than one (1) employee from each classification will observe a floater holiday within any given day. It is understood that Saturdays and Sundays will not normally be granted as additional days off. An employee working on a day being observed as an "additional paid holiday" by another employee shall not be entitled to holiday premium. An "additional paid holiday" may not be carried over for observance into a new calendar year.

- (b) Employees scheduled to work operating shifts during the December/January Holiday period shall not take shifts off unless the employee arranges appropriate coverage of the shifts, subject to the Chief Engineer or designate's approval.
- 15.02 Holiday pay will be computed on the basis of the number of hours the employee normally works in a day (or one-half (½) day as the case may be) at his/her basic hourly rate, as long as s/he has earnings in the four (4) weeks prior to the paid holiday.
- 15.03 In order to qualify for holiday pay, an employee must work his/her full scheduled shifts immediately preceding and immediately following the holiday, except in cases of excused illness or other reasonable cause, in which case the employee shall receive the holiday pay.
- 15.04 In the event that one (1) or more of the foregoing holidays occurs during an employee's vacation period, s/he shall receive in addition to his/her vacation pay, any holiday pay to which s/he 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.
- 15.05 An employee required to work on any of the foregoing holidays shall be paid at the rate of two (2) times his/her regular hourly rate for time worked on such holiday in addition to any holiday pay to which s/he may be entitled. The employee may request such equivalent time off in lieu and the University shall make every reasonable effort to agree to grant time off in accordance with the employee's wishes. However, normally such equivalent time off in lieu will only be approved to be taken during an employee's scheduled maintenance shift(s). It is understood that time off in lieu of holiday pay will not exceed an annual total of seventy-two (72) hours. It is further understood that the annual twelve (12) month period is January to December.
- For time off in lieu accrued on the Christmas Eve, Christmas Day, Boxing Day and New Year's Eve holidays, such time off in lieu may be utilized or paid out by April 30th of the following calendar year. It is understood that such time off will count towards the annual total of the calendar year's bank in which it is taken.
- 15.06 An employee required to work on a Paid Holiday when they are on a scheduled day off, will receive over and above his/her holiday pay, two times (2x) his/her regular hourly rate for all hours worked on such holiday, plus at the option of the employee, an equivalent amount of time off in lieu of his/her regular day off or the appropriate number of hours straight time pay. The number of hours will either be eight (8) or twelve (12) and will be based on the number of hours the employee would have worked that day, if it had not been a holiday and if it had not been a regular scheduled day off.
- 15.07 Should the University determine a need to schedule overtime to cover either a planned or unplanned absence of an employee on a Paid Holiday as specified in Article 15.01 (a), such overtime opportunity shall be canvassed or assigned in accordance with Article 11.05.

ARTICLE 16 – SICK LEAVE

- 16.01 An employee with less than three (3) months continuous employment shall be eligible for up to three (3) days sick leave.
- 16.02 Except as provided in Article 16.06, upon completion of his/her probationary period an employee shall be considered to be vested with sufficient sick leave entitlement to provide him/her with full regular pay, without premiums, until s/he has established eligibility for long term salary continuation benefits.
- 16.03 For absences of three (3) consecutive working days or more, or seven (7) working days in a calendar year, the employee shall provide medical evidence verifying the illness.
- 16.04 An employee shall give as much notice as reasonably possible in accordance with departmental practice of any illness or injury which will prevent him/her from performing his/her duties.
- 16.05 When an employee is entitled to receive compensation under the Workplace Safety Insurance Act, his/her salary will continue up to the limit of his/her sick leave entitlement. The employee shall reimburse the University in an amount equal to lost time compensation received under that Act in respect of the period for which s/he received full salary. Sick leave used shall then be reinstated as of the date the employee returns to work.
- 16.06 Subject to the provisions of Articles 16.03, 16.04 and 16.05, in each six (6) month period commencing July 1st of each year, sick leave with pay will be allowed according to the following schedule:
- (a) For the third (3rd) period of absence, sick leave with pay will commence after one (1) full day of absence.
 - (b) For the fourth (4th) or any subsequent period of absence, sick leave with pay will commence after two (2) full days of absence.
- The University will, in cases of certified medical conditions preventing an employee from performing his/her duties, exercise the right to waive the provisions of this Article providing that in the case of an individual employee, the University may choose not to exercise such right if such right has been exercised twice before in any year. In cases involving a certified medical condition, the University may require a second opinion as to the employee's condition from another qualified physician mutually agreeable to the University and the employee.
- 16.07 An employee is required to schedule their medical, dental and eye care appointments, including any required treatment/therapy, outside of working hours. Subject to reasonable notice being provided, the Chief Engineer or designate may consider requests for time off during scheduled working hours to attend an appointment or required

treatment/therapy in circumstances where the employee is unable to make such appointments outside of working hours. Such requests shall not be unreasonably denied.

ARTICLE 17 – LEAVE OF ABSENCE

17.01 Emergency Leave

All employees are entitled to take up to ten (10) days of unpaid time off work each calendar year because of:

- (a) Personal illness, injury or medical emergency;
- (b) Death, illness injury, medical emergency or other urgent matter relating to: a spouse or same-sex partner, a parent, step-parent, foster-parent, grandchild or step-grandchild of the employee, the spouse or same-sex partner of an employee's child, a brother or sister of the employee, a relative of the employee who is dependent on the employee for care or assistance.

Employees must inform their supervisor in advance that they will be taking an emergency leave of absence. If extenuating circumstances prevent the employee from providing such advance notice to his/her supervisor, then the employee must inform his/her supervisor as soon as possible. The supervisor can require the employee to provide evidence that is "reasonable in the circumstances" that the employee was entitled to the leave.

If an employee takes any part of a day as emergency leave, the employee will be deemed to have taken one (1) day's leave on that day. Therefore, if an employee takes the afternoon off as emergency leave, they will have one (1) full day deducted from his/her emergency leave allotment.

17.02 Non-Child-Bearing Parent Leave

A regular full-time employee who is the 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.

17.03 Paid Adoption Leave

An employee shall be granted five (5) days of paid leave for the purpose of adopting a child and/or time off per existing legislation.

17.04 Paid Parental Leave

(a) 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.

(b) Eligibility for Paid Parental Leave:

- i) Natural parent or the adoptive parent having primary care of the child or children, who are regular full-time University employees will be eligible to receive seventeen (17) weeks of normally continuous paid parental leave, including the date of birth or adoption, per pregnancy or placement.
- ii) The employee shall give at least two (2) weeks written notice to his/her supervisor of the intent to commence paid parental leave.
- iii) 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. pregnancy or parental leave benefits to the Total Compensation section of the Human Resources Department. An employee disentitled or disqualified from receiving E.I. pregnancy or parental 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. pregnancy or parental leave benefits only because they have not completed the six hundred (600) hours in the previous fifty-two (52) weeks of employment or since the employee's last claim required for E.I. benefit eligibility.

(c) Terms of Paid Parental Leave

- i) Eligible employees will receive ninety-five percent (95%) of normal salary less applicable Employment Insurance (E.I.) pregnancy or parental leave benefits for a maximum period of seventeen (17) weeks from the commencement of the leave. An employee who receives paid parental leave benefits must not receive other earnings or payments, such that his/her combined income (including E.I. pregnancy leave benefits, supplementary payments from the University and other earnings) exceeds ninety-five percent (95%) of normal weekly earnings.
- ii) No employee may claim any other form of supplementary benefit during the period of leave.
- iii) 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.
- iv) While on paid parental leave, the employee will continue to receive University benefits on a normal cost-sharing arrangement.
- v) For the purposes of promotion, any period of paid parental leave shall be considered as a period of service with the University. An employee who has taken

a paid parental leave shall remain eligible for merit increases based on his/her level of performance while in full-time employment.

- vi) An employee taking paid parental leave shall not be disadvantaged. S/he will return to the same or an equivalent position without loss of salary or seniority.
- vii) Paid parental leave may be voluntarily shorter than the previously arranged period, providing the employee advises the University of her/his intention to return to work at least two (2) weeks prior to the intended date of return.
- viii) If the Supervisor/Chair is not certain of a natural mother's physical ability to return to and perform her duties, they may request medical certification of such ability.
- ix) 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.

17.05 Unpaid Parental Leave

(a) Purpose of Unpaid Parental Leave

Unpaid parental leave is offered to accommodate employees who require more time than that provided as paid parental leave to care for new-born or newly-adopted children. It is expected that all employees will return to employment at the University of Guelph following unpaid parental leave.

(b) Eligibility for Unpaid Parental Leave

Upon 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 regular full-time 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 the first one hundred forty-one (141) consecutive weeks of care for their child/ren.) (This is comprised of seventeen (17) weeks of Paid Parental Leave for the primary caregiver as outlined above, plus sixty-one (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.

(c) Terms of Unpaid Parental Leave

- i) 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.

- ii) 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.
- iii) For the purposes of promotion, any period of unpaid parental leave shall be considered as a period of service with the University. An employee who has taken an unpaid parental leave shall remain eligible for merit increases based on his/her level of performance while in full-time employment.
- iv) An employee taking an unpaid parental leave shall not be disadvantaged. S/he will return to the same or an equivalent position without loss of salary or seniority.

17.06 Family Responsibility Time

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. All unscheduled vacation and time-off accrued in lieu of overtime (TOIL) must be used prior to FRT being granted.

- (a) The operating requirements of the University must be met. However, it is recognized that effort will be required to accommodate requests for Family Responsibility Time.
- (b) Fifty-six (56) hours per year of Family Responsibility Time will be provided to all regular full-time employees. FRT may be used in amounts not less than one (1) hour, will be requested in advance if possible, and will be granted unless precluded by operational requirements.
- (c) Family Responsibility Time will be available on a “borrow” basis, to be repaid by mutual agreement between employee and supervisor. FRT can be repaid by, for example, working shortened lunch breaks, starting earlier or working late.
- (d) Unused Family Responsibility Time will not accumulate from one (1) year to the next. Any outstanding time owing must be cleared by March 1st of the year following the taking of FRT. Failing which any remaining amount will be deducted from the employee’s annual vacation allotment or through a mutually agreeable repayment plan.
- (e) In addition to Family Responsibility Time, employees may apply for an unpaid leave of absence, under the terms of Human Resources Policy 501, to accommodate their family responsibilities.

17.07 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.

(a) Eligibility and Application Procedure

- i) Every regular full-time employee is eligible to request a temporary reduction in workload and compensation at any time during his/her career.
- ii) Any eligible employee may submit a written request for a temporary reduction in workload and compensation to his/her immediate supervisor and to the relevant Department Chair or Director.
- iii) An employee whose request for a reduction in workload and compensation is denied may grieve the decision according to the Collective Agreement Grievance Procedure of Human Resources Policy 503, as applicable.

(b) Terms of Reduction in Workload and Compensation

- i) 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 workload and compensation to be not more than fifty percent (50%) and its duration.
- ii) 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.
- iii) The length of the probationary period shall be extended, on a prorated basis, if a reduced workload appointment is taken up by a probationary employee.
- iv) Employees who accept a reduction in workload and compensation shall remain eligible for merit increases.
- v) 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.

17.08 Military Leave

The University will grant a leave of absence with pay of up to two (2) weeks duration for the purposes of military service and will compensate the employee for whatever difference exists between the military pay they received, as evidenced by a statement from the proper authority, and their normal University wages or salary. During their absence, the employee's normal wages or salary will continue and it will be their responsibility to reimburse the University that part of their military pay that is less than their regular University pay.

Military service of longer than two (2) weeks duration may be allowed, but the period of the leave in excess of two (2) weeks will be without pay.

17.09 Paid Personal Leave (PPL)

- (a) Commencing January 1st of each year, regular full-time employees shall be allowed up to twenty-four (24) hours of paid personal leave per calendar year. Such leave is to provide emergency time off without loss of pay, excluding premiums, for extraordinary or unanticipated circumstances that may arise in an employee's personal life. A request for Paid Personal Leave is to be made in writing directly to the Chief Engineer or designate in advance of the leave being taken, or in the case of an emergency, immediately following an employee's return from such leave.
- (b) Approval of such leave, which shall not be unreasonably withheld, is subject to the operational requirements of the unit. Notwithstanding the foregoing, the Chief Engineer shall make every effort to authorize Paid Personal Leave requests to attend to emergency situations.
- (c) Paid Personal Leave may also be available to observe obligatory religious holy days. A regular full-time employee requesting Paid Personal Leave for this purpose shall make a written request to the Chief Engineer or designate no less than two (2) weeks in advance of the date of observance.
- (d) Paid Personal Leave does not accrue from one (1) calendar year to another and may not be taken in units of less than one (1) hour.
- (e) The Chief Engineer or designate reserves the right to request information that he/she reasonably requires to authorize the leave. Information which the employee identifies as being confidential in nature will be disclosed only on a need to know basis with designated members of the University and the Union, as so required.
- (f) If denied, the reasons for withholding Paid Personal Leave shall be given in writing to the employee.
- (g) Employees shall not be permitted to use Paid Personal Leave for the purposes of extending vacation on the day prior to or following a paid holiday.

17.10 Union Leave

The University agrees to provide Union Leave of Absence without pay to a maximum of thirty (30) days per contract year to employees elected or appointed by the Union to attend Union training, education, conventions or conferences. The Union shall, whenever possible, provide two (2) weeks' written notice of such requested leaves of absence. Approval of such leave will be subject to operational requirements which will not be unreasonably denied. The University will maintain the employee's regular wages and benefits during such leave of absence. The University will invoice the Local Union and the Local Union shall reimburse the University the cost of wages and benefits within thirty (30) days upon receipt of the amount owing.

17.11 Unifor Paid Education Leave (PEL) Program

The University will agree to pay into a special fund as defined at an amount of three cents (\$0.03) per hour for all compensated hours worked to provide for a Unifor Paid Education Leave (PEL) Program. Such payment will be remitted on a quarterly basis, effective as of the date of ratification, into a trust established by the Unifor National Union.

Payments will be sent by the University to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, Ontario M2H 3H9

Approval of such leave will be subject to operational requirements which will not be unreasonably denied at the request of the Union. Approved time for the purposes of PEL will be reimbursed in accordance with Article 17.10 of the Collective Agreement. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

17.12 **Unifor Social Justice Fund**

The University will agree to pay two cents (\$0.02) per hour for all compensated hours worked for the purpose of contributing to the Unifor Social Justice Fund, remitted on a quarterly basis. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its Board of Directors and sent by the University to the following address:

Unifor Social Justice Fund
205 Placer Court
Toronto, Ontario M2H 3H9

ARTICLE 18 – BEREAVEMENT

18.01

- (a) Upon request, in the event of the death in the immediate family, an employee will be granted at the time of the death, leave with pay for a period of five (5) consecutive scheduled workdays. Immediate family shall mean: parent, step-parent, spouse, common-law spouse (including same-sex partner), child, step-child, ward, brother, sister.
- (b) Upon request, in the event of the death in the family, an employee will be granted at the time of the death, leave with pay for a period of three (3) consecutive scheduled workdays. Family shall mean: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent.

ARTICLE 19 – JURY DUTY

19.01 Absence on jury duty or as a subpoenaed witness is an excused absence and the University agrees to pay full regular pay to an employee who is required to serve as a juror or subpoenaed witness. It shall be the responsibility of the employee to provide proof of the period served as a juror or subpoenaed witness and to remit to the University the amount paid for such service. In the case of a subpoenaed witness, the employee must present evidence of any expenses paid to them by the Courts and will then be permitted to deduct such amount from the cheque they submit to the University. If the litigation requiring the employee as a subpoenaed witness was initiated by the employee, this Article will not apply.

ARTICLE 20 – BULLETIN BOARD

20.01 The University will provide a bulletin board for the purpose of posting notices regarding meetings and other matters restricted to activities of the Union. All such notices must be signed by an Officer of the Union and submitted to the Associate Vice-President, Human Resources or designate for approval prior to being posted. All notices posted on the bulletin board in the Central Utilities Plant will be installed by the Chief Engineer or designate and will indicate the date on which the notice was posted.

ARTICLE 21 – DEDUCTION OF UNION DUES

21.01 The University shall deduct equally divided amounts from the first and second pay in each month of all present and future employee, such monthly dues as are uniformly levied upon all members of the Union in accordance with Constitution and By-laws. If there is a third pay, no dues will be deducted from that pay unless the employee is in dues arrears. The dues so deducted shall be remitted to the Treasurer of the Local Union before the end of the current month in which the deduction was made. The remittance shall be accompanied by a check-off list of employees which shall include: the names of each employee, his/her classification, wage rate, current address, current phone number and the amount deducted; and if no deduction was made, the reason for such failure to deduct. If any dues owing are not deducted and/or remitted, they shall be adjusted and remitted the following month. With regard to employees' home addresses and telephone numbers, the disclosure of this information is done on the implicit understanding that the Union will not dispense the information generally; it will use the information for bona fide purposes within its duty as the collective bargaining representative of the employees and will act as the custodian of the employees' interests.

21.02 Employees shall be required to join the Union. Upon presentation by an employee of a signed application for Union membership, the University agrees to deduct the amount of the Union initiation fees as set by the Union from time to time (currently twenty-five dollars (\$25.00)) from the wages of the employee and to remit such amount to the Local Union not later than the end of the following calendar month.

21.03 The Union agrees to hold the University harmless for the deduction of proper Union dues, so long as the employer abides by the above procedure.

21.04 Union dues deductions receipts for income tax purposes will be issued by the University on employees' yearly T4 slips.

ARTICLE 22 – MEETINGS BETWEEN THE PARTIES

22.01 It is herewith agreed that either party has the right to request a meeting between the parties. The party requesting the meeting shall make the request in writing at the same time advising the other party of the matter(s) it wishes to discuss and upon notification a meeting shall be convened within ten (10) days. Such meetings between the Union and the University will be held no more than once monthly unless otherwise mutually agreed upon. An agenda will be provided for Union/Management meetings by the party requesting the meeting. In coordinating these meetings, the parties agree to work jointly to ensure that meetings are held at times that will ensure sufficient representation by both parties. The Union will provide advance notification to the University of the names of those employees that it requests to be released to attend such meetings on its behalf. The University will assess the Union's request for release giving consideration to its operational requirements. In such instances approval for release time will not be unreasonably withheld.

ARTICLE 23 – TEMPORARY EMPLOYMENT IN A HIGHER CLASS

23.01 When an employee is requested by the Chief Engineer to assume responsibility for the shift, and in doing so will be required to perform the duties of a higher classification for greater than three (3) consecutive hours, s/he shall then be paid the higher classification rate for all hours worked in the higher classification.

23.02 An employee requested by the Chief Engineer or Department Head to perform the regular duties of the Chief Engineer for a period of three (3) consecutive hours or more shall be paid a premium of three dollars (\$3.00) per hour in addition to her/his regular hourly rate for the period during which s/he fulfills the duties. That is, the three dollars (\$3.00) per hour premium will commence from the first hour of the first shift if appointed for three (3) consecutive hours or more.

ARTICLE 24 – NEGOTIATING TIME

24.01

(a) The University agrees to recognize two (2) employees amongst the employees in the Bargaining Unit as the Negotiating Committee and that the Negotiating Committee will be scheduled off shift for the purpose of negotiating a Collective Agreement without loss of remuneration for these days.

- (b) Should a member of the Negotiating Committee be required to attend negotiations outside of their regular scheduled shift, the University shall provide the employee with pay at their regular hourly rate, to a maximum of eight (8) hours per session. No overtime, or premiums shall apply as a result of this arrangement.

ARTICLE 25 – BENEFITS

25.01 The components of the employee benefits program are:

- (a) Sick leave as provided by Article 16;
- (b) Long term salary continuation plan;
- (c) Medical insurance providing extended health care and semi-private hospital coverage;
- (d) Group life insurance;
- (e) Basic medical and hospital insurance as required by legislation; and
- (f) Dental plan.

25.02 The University will contribute sixty-six and two-thirds percent (66⅔%) of the total cost of the benefits indicated in Article 25.01 (b), (c), (d), and (e) above. The University will contribute eighty percent (80%) of the cost of the dental plan.

25.03 It is the right of the University to change carriers, however, no change in coverage (unless otherwise provided for under this Collective Agreement) to the existing benefits plans outlined above (Article 25.01, items (a) through (f) inclusive) shall be made except by mutual consent of the parties. It is understood such consent shall be in writing.

25.04 New employees hired on or after May 1, 2009 will require a ten (10) year continuous service requirement at the University to be eligible for post-retirement benefits upon drawing a pension from the University.

ARTICLE 26 – EDUCATIONAL ASSISTANCE

26.01 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 program for which the employee is accepted.

26.02 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 Associate Vice-President, Human Resources prior to registering for the course. Approval by the Department Head/Supervisor will be required only in cases where time off the job is requested. Such approval will not be unreasonably withheld; and
- (c) such leave will be granted provided that the operating needs of the department are not prejudiced, but the University agrees to take into account the needs of the employee. In the event of conflicts between employees, such conflicts will be resolved on a seniority basis where operating requirements of the department are not a factor; and
- (d) the employee will inform his/her supervisor of the course schedule as soon as the employee is made aware of the new schedule.

26.03 Staff Development

- (a) Where a regular full-time employee wishes to take courses at institutions other than the University of Guelph, or to obtain a higher Operating Engineer's Certificate and doing so will likely increase job proficiency, if the financial resources of the department are permitting, the employee will be reimbursed for one hundred percent (100%) of the cost of tuition and exams up to a maximum of seven hundred fifty dollars (\$750) in any one (1) calendar year provided that:
 - i) Approval for the chosen course or program must be secured in advance from the employee's Department Head and from the Associate Vice-President, Human Resources. The nature of the program should be such that it will increase the effectiveness of the employee in his/her present or possible future position with the University.
 - ii) Reimbursement is contingent upon successful completion.
- (b) Where a regular full-time employee is requested by the Chief Engineer or designate to take courses at institutions other than the University of Guelph/Guelph-Humber programs, and in doing so will likely increase job proficiency, the employee will be reimbursed for one hundred percent (100%) of the cost of tuition and exams.

ARTICLE 27 – NOTICES PURSUANT TO THIS AGREEMENT

- 27.01 Formal notices required to be given under the provisions of this Agreement shall be in writing and shall be sufficient if sent by registered mail or email or delivered to the appropriate recipient personally. The contact information of the recipients is as follows:

The University	The Union
Erin Detlor Director of Human Resources (Staff Relations) University of Guelph	Christine Connor National Representative Unifor
Tel #: (519) 824-4120 Ext. 53163 Email: edetlor@uoguelph.ca	Tel #: (416) 524-4047 Email: Christine.Connor@unifor.org

The parties agree to notify each other of a change to the appropriate recipient as soon as possible.

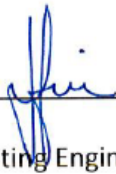
ARTICLE 28 – DURATION

28.01 This Agreement shall continue in effect until April 30, 2027, and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other in writing not more than ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

For the University:




Steve Nyman
Director, Maintenance & Energy



Jeff Fischer
Chief Operating Engineer




Lukas Riley
Sr. Labour Relations Consultant

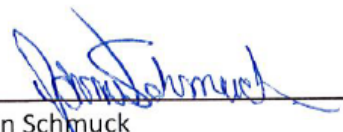


Giselle-Therriault
HR Manager, Physical Resources


For the Union:



Cristian Nanu
Operating Engineer



John Schmuck
Operating Engineer



Christine Connor
National Representative, UNIFOR

SCHEDULE "A"

Term: 3 years May 1, 2024 to April 30, 2027

Effective May 1, 2024 (3.75% increase)

Second Class Engineer	Start Rate \$42.41	Job Rate \$43.37
Third Class Engineer	Start Rate \$37.26	Job Rate \$38.20
Fourth Class Engineer	Start Rate \$30.60	Job Rate \$31.51
Helper	Start Rate \$26.73	Job Rate \$27.71

Effective May 1, 2025 (3.6% increase)

Second Class Engineer	Start Rate \$43.94	Job Rate \$44.93
Third Class Engineer	Start Rate \$38.60	Job Rate \$39.58
Fourth Class Engineer	Start Rate \$31.70	Job Rate \$32.64
Helper	Start Rate \$27.69	Job Rate \$28.71

Effective May 1, 2026 (3% increase)

Second Class Engineer	Start Rate \$45.26	Job Rate \$46.28
Third Class Engineer	Start Rate \$39.76	Job Rate \$40.77
Fourth Class Engineer	Start Rate \$32.65	Job Rate \$33.62
Helper	Start Rate \$28.52	Job Rate \$29.57

- 1) In addition, the following premiums shall be paid:
 - (a) One-half (½) the appropriate basic hourly rate for work performed on Saturday and Sunday;
 - (b) Forty-five cents (\$0.45) per hour on shifts commencing between 1200 hours and 1800 hours;

- (c) Seventy-five cents (\$0.75) per hour shifts commencing between 1800 hours and 0600 hours the following morning.
- 2) The premiums mentioned in Paragraph 1 above, shall be paid when a shift is paid at the overtime rate to the extent that total payment for the shift does not exceed three (3) times the basic hourly rate exclusive of the holiday pay provided in Article 15. However, no such premiums shall be added to the basic hourly rate for purposes of calculating an overtime rate.

The following Letters of Understanding form part of the Collective Agreement.

MEMORANDUM OF UNDERSTANDING A – CLOTHING AND SAFETY SHOES

There is a need for all Bargaining Unit members to wear clothing and personal protective equipment that provides them basic protection in the normal activities on the job. As a result, the University is undertaking to provide appropriate work clothing at the University's expense based on the individual requirements of the work unit. To this end, the University and the Bargaining Unit agree that:

- 1) Current departmental practices with regard to the issuance of work clothing will continue or be enhanced.
- 2) The initial selection styles and fabrics will include consultation with the employees. However, the University reserves the right to make the final selection.
- 3) The work clothing remains the property of the University and is not to be distributed to anyone other than the employee.
- 4) Employees will be required to turn-in worn-out/damaged clothing prior to the issuance of any replacement.
- 5) It will be mandatory for all employees of the Bargaining Unit to wear the work clothing provided during his/her regularly scheduled shift and scheduled overtime. During an emergency call-in it is understood that work clothing may not be available.
- 6) The University agrees to provide all new employees with the appropriate work clothing required for the position, as soon as is reasonably possible following their hire. Should an employee leave their employment prior to completion of the probationary period, the University shall deduct the full cost of such clothing from the employee's final pay.
- 7) Upon submission of a Canadian Standards Association (CSA) approved receipt, employees will be provided with \$190.00 once annually with no carryover provision, for the purchase of safety shoes. It is understood that the annual twelve (12) month period is January to December.

MEMORANDUM OF UNDERSTANDING B – NIGHT SHIFT REPLACEMENT

Further to the Collective Agreement between the University of Guelph and Unifor and its Local 2003E, the parties agree that the current practice of utilizing maintenance personnel to cover unplanned absences on the “day shift” will continue.

The parties further agree where an unplanned absence occurs on the “night shift” the University will normally canvass for overtime, except in those cases where sufficient notice can be provided to the “day shift” maintenance engineer, in accordance with the *Employment Standards Act* and Article 11.08 of the Collective Agreement, in which case the maintenance engineer will be transferred to cover the absence.

The parties further agree that subject to the notification guidelines above, a maintenance engineer shall be paid at their regular hourly rate for the initial eight (8) hours of the transfer and at the applicable overtime rate for the remaining four (4) hours.

MEMORANDUM OF UNDERSTANDING C – 12 HOUR SHIFT AGREEMENT

Further to the Collective Agreement between the University of Guelph and Unifor and its Local 2003E, it is agreed that the twelve (12) hour shift agreement will become permanent upon ratification of this Agreement.

The regular shift schedules shown below shall apply for the duration of this Collective Agreement.

Week 1							Week 2							Week 3							Week 4							Week 5													
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
	M	M	M	M							D	D	D	D			N	N	N			D	D	D			N	N	N	N						M	M	M	M		
			D	D	D	D			N	N	N			D	D	D			N	N	N	N						M	M	M	M										
D			N	N	N			D	D	D			N	N	N	N					M	M	M	M																	
	D	D	D			N	N	N	N						M	M	M	M							D	D	D	D			N	N	N			D	D	D			N
N	N	N					M	M	M	M								D	D	D	D			N	N	N			D	D	D			N							
	M	M	M	M	M			M	M	M	M	M			M	M	M	M	M			M	M	M	M	M			M	M	M	M	M			M	M	M	M	M	

NOTE: A = Afternoons; D = Days; N = Nights; M = Maintenance

These schedules may be modified by mutual consent.

Notwithstanding the above, the University reserves the right to determine the personnel required from time to time.

The following rules will apply during the 12 Hour Shift Arrangement:

1. The recording of Vacations (Article 14); floaters (Article 15.01) and Sick Leave (Article 16) use will be one and one-half (1½) days for each twelve (12) hour shift. The intent is to ensure that no additional costs or time off are generated in these or any other Articles of the Collective Agreement as a result of the implementation of twelve (12) hour shifts.
2. For clarification of Paid Holidays (Article 15), it is understood that an employee who does not work on a paid holiday will receive eight (8) hours straight time pay. An employee who works on a paid holiday will receive two (2) times the normal hourly rate for all hours worked plus an additional eight (8) hours straight time holiday pay.
3. With regard to floaters on Christmas Eve and New Year's Eve (Article 15.01), it is understood that premium pay will be paid for four (4) hours only and not six (6) hours.
4. With regard to Article 16.01, three (3) days sick leave equals twenty-four (24) hours.
5. With regard to Article 16.03, five (5) days equals forty (40) hours.
6. With regard to Article 16.06, one (1) full-day of absence equals eight (8) hours and two (2) full days of absence equals sixteen (16) hours.
7. With regard to Article 17.02, five (5) days equals forty (40) hours.
8. With regard to Article 17.03, three (3) days equals twenty-four (24) hours.
9. With regard to Article 17.06, seven (7) days equals fifty-six (56) hours.

10. With regards to Article 17.09, three (3) days equals twenty-four (24) hours.
11. With regard to Article 18.01, three (3) days equals twenty-four (24) hours.
12. With regard to MOU B – Night Shift Replacement, amend references to “midnight shift” to “night shift”.
13. With regard to Article 11.05, this Article applies to “overtime” and not “shift-changes” as provided for under Article 11.08.
14. With regard to Article 11.01, the “the standard work week shall be forty (40) hours per week” for the purposes of payroll processing only, amend references to “standard workday” hours to read as twelve (12) consecutive hours for operating shifts, delete reference to “standard work week” as “normally being scheduled on five (5) days of eight (8) hours and forty (40) hours per week”.

MEMORANDUM OF UNDERSTANDING D – SCHOLARSHIP PLAN

Further to the Collective Agreement between Unifor and its Local 2003E, and the University of Guelph and Guelph-Humber programs, it is agreed that a scholarship plan will be available to dependent children and spouses of: a) regular full-time employees; b) retired or deceased employees; and c) employees receiving long term disability payments. Tuition fees not exceeding those of the Bachelor of Arts program will be paid by the University for up to eight (8) semesters for undergraduate degrees or associate diploma program courses. (Note: “Dependent child” is defined as a natural child, step-child, adopted child, or ward for whom the employee is entitled to claim an exemption under the *Income Tax Act* and for whom the employee provides regular support.)

Dependent children 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 Program (OSAP); that is, students registered in three (3), four (4) or five (5) courses per semester. Dependent children and spouses must qualify for a scholarship by satisfying the University’s/Guelph-Humber’s entrance requirements, either by meeting the academic standards of the program in which they are to be enrolled or possessing a minimum overall scholastic average of seventy percent (70%) upon admission, whichever is higher. Students admitted to a program who do not meet the scholastic requirement may be eligible by satisfying the academic continuation requirements of their program plus obtaining a minimum two-semester cumulative average of seventy percent (70%). In-course students will maintain their scholarships by satisfying the academic continuation requirements of their program. 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 1st to July 31st must apply to the Student Awards section of the Registrar’s Office by August 1st of that year. At the beginning of each semester, after registration has been confirmed, scholarship cheques will be sent to successful students.

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

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 this condition and was a

dependent of the employee before the age of twenty-six (26). Spouse includes a legal spouse, common-law spouse or same-sex partner.

MEMORANDUM OF UNDERSTANDING E – ATHLETIC FEE SUBSIDY

Further to the Collective Agreement between Unifor and its Local 2003E and the University of Guelph, it is agreed that the University will subsidize members' 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 percent (25%). The annual membership will begin as of September 1st.

MEMORANDUM OF UNDERSTANDING F – HEALTH AND SAFETY COMMITTEE

The University recognizes one (1) representative from Unifor will be a member of the Joint Health and Safety Committee. In addition, the University recognizes one (1) alternate representative (to be trained by a WSIB approved certification training provider as specified by the University) who will function in the absence of a regular representative. Attendance at Joint Health and Safety Committee meetings will be paid at the appropriate hourly rate.

MEMORANDUM OF UNDERSTANDING G – EMPLOYMENT EQUITY

Further to the Collective Agreement between the University of Guelph and Unifor, it is agreed that the achievement of employment equity is desirable and that Unifor will cooperate with the University to work toward the implementation of the approved recommendations of the Employment Equity Report.

MEMORANDUM OF UNDERSTANDING H – LICENSES/CERTIFICATES

Further to the Collective Agreement between the University of Guelph and Unifor and its Local 2003E, the University agrees to reimburse any Unifor member, who as a requirement of his/her position with the University, must update his/her licenses/certificates in order to be qualified and able to complete the requirements of his/her position, the cost of such license/certificate renewal.

MEMORANDUM OF UNDERSTANDING I – RETURN TO WORK MEETINGS

The University, through Occupational Health and Wellness (OHW), will advise the Union of those employees working with OHW on a return to work plan as a result of sickness or injury. Either party may request a meeting to discuss such return to work plans.

MEMORANDUM OF UNDERSTANDING J – CO-OP STUDENTS

Should the University decide to support the placement of a co-op student within the Central Utilities Plant during the life of this Agreement, it has been agreed that it will meet with the Union to outline the co-op student's duties and will discuss any concerns raised by the Union with respect to such placement.

-MEMORANDUM OF UNDERSTANDING K – STANDARD OPERATING PROCEDURES

The University shall maintain Standard Operating Procedures for all major equipment which is the responsibility of Bargaining Unit members.

MEMORANDUM OF UNDERSTANDING L – INCLEMENT WEATHER

Inclement Weather

Employees are expected to report for work as scheduled. Occasionally severe weather conditions may make it difficult for all employees to fulfill this obligation without exposing themselves to undue hazards. Under these circumstances, should an employee be unable to report for work, s/he will have the option of charging her/his absence against her/his available vacation credits, floater holiday, or charging time off as absence without pay. Employees are urged to make every effort to report for work during inclement weather conditions. In recognition of this effort, supervisory personnel are to use their discretion in recording latecomers who have been delayed because of weather conditions.

Early Departure/Emergency Closing

Occasional unexpected conditions or events may result in the University determining it appropriate to allow certain employees to leave work earlier than normal. When early departure is granted or the University closes, time off with pay will be granted and the following will apply.

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

MEMORANDUM OF UNDERSTANDING M – UNION SECURITY

During the term of this Collective Agreement work normally performed by regular full-time employees covered by the terms of the Collective Agreement, shall not be contracted out if the consequence is that a current regular full-time employee is laid off or the regular full-time employee's hours of work would be reduced to less than full-time hours.

MEMORANDUM OF UNDERSTANDING N – APPLICATION OF ARTICLE 11.05 (C)

Further to discussions between the University and the Union during the 2015 round of negotiations, this will confirm that the University will maintain its current practice with respect to the application of Article 11.05 (c) (the ten (10) minute rule) during the term of the renewal Agreement. Specifically, the University will limit its application of the ten (10) minute rule to overtime available and canvassed for in the ensuing twenty-four (24) hour period.

MEMORANDUM OF UNDERSTANDING O – BENEFITS

The annual dollar allocation for psychologist's 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.

MEMORANDUM OF UNDERSTANDING P – FLEXIBLE SPENDING CREDITS

Effective January 1, 2019, the University will provide Flexible Spending Credits (Flex Credits) to all active eligible Regular Full-Time (RFT) and Temporary Full-Time (TFT) employees who are members of the Bargaining Unit hired for greater than twelve (12) months. Each eligible employee will be provided with Flex Credits in the amount of seven hundred fifty dollars (\$750). 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 30th 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 percent (100%) will be automatically credited to the employee's HCSA, with no allocation to the Taxable Wellness Account.

2. Eligibility

Participation in the Flex Credit arrangement is restricted to active and eligible RFT and eligible TFT employees represented by the Bargaining Unit employed as at January 1st meeting the criteria as set out below:

- In order to be eligible to participate, a TFT employee must be employed on a contract greater than twelve (12) months or have been continuously employed full-time with the University for twelve (12) months or more as at January 1st.
- For the purpose of this Agreement, active RFT and TFT employees shall include those employees on any statutory protected leave (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 an RFT or TFT employee on a leave of absence without pay for a period of thirty (30) calendar days or more.
- Retirees are not eligible to participate in this Flex Credit arrangement.
- Newly hired RFT and TFT employees will have access to one hundred percent (100%) of Flex Credits for the calendar year, provided their employment commences on or before July 1st of the same calendar year.
- All RFT and TFT employees whose employment commences after July 1st, with the exception of those hired after November 30th, as detailed below, will see their Flex Credits prorated by fifty percent (50%) for the balance of that calendar year.
- Those employees hired after November 30th 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 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 1st to December 31st.
- 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 31st 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.

MEMORANDUM OF AGREEMENT [“MOA”]

BETWEEN

THE UNIVERSITY OF GUELPH
(hereinafter referred to as the “University”)

– and –

UNIFOR, LOCAL 2003E

(hereinafter referred to as the “Union”)

MEMORANDUM OF AGREEMENT REGARDING CONSENT TO THE CONVERSION TO THE UNIVERSITY PENSION PLAN (the “UPP”)

WHEREAS the University and the Union are parties to a collective agreement with an expiry date of April 30, 2021 (the “Collective Agreement”);

AND WHEREAS the parties have been discussing the conversion of the University of Guelph Retirement Plan (the “Plan”) to a new sector jointly sponsored pension plan, the UPP;

AND WHEREAS the parties wish to enter into this MOA to provide for the Union’s consent pursuant to and in accordance with relevant provisions of the Pension Benefits Act and Regulations thereto for transition to the UPP and related amendments to the Collective Agreement;

NOW THEREFORE the parties agree as follows:

1. Consent to Conversion under the Pension Benefits Act

The Union will consent on behalf of all employees in the bargaining unit covered by the Collective Agreement to the conversion of the Plan to the UPP under section 80.4 of the Pension Benefits Act, including transfer of the Plan’s assets and liabilities to the UPP, and will support the position of the University in its application, when made, for the approval of such conversion and transfer. Union consent under this paragraph 1 will be subject to ratification by both parties under paragraph 7 below. For clarity, if the Union does not provide consent on behalf of all employees in the bargaining unit covered by the Collective Agreement to the conversion of the Plan to the UPP under section 80.4 of the Pension Benefit Act before April 5, 2019, then the terms and conditions of this MOA, including the wage grid adjustment pursuant to paragraph 4 below, will be null and void and will not be implemented.

2. Participation in the UPP.

- (a) Effective January 1, 2020, or, if later, the effective date of the UPP, employees who are active members of the Plan shall become members of the UPP (“**Contingent UPP Members**”), provided that they shall not accrue any service under the UPP until the later of the date that the Superintendent of Financial Services (or his or her successor) approves a transfer of the assets from the Plan to the UPP and July 1, 2021 (or such other date as the transfer may be approved or the parties may agree) (the “**UG Conversion Date**”).
- (b) Employees who become members of the Plan on or after January 1, 2020 but before the UG Conversion Date, will be enrolled in the UPP according to the UPP eligibility provisions as Contingent UPP Members.
- (c) Effective on the University Conversion Date, the Contingent UPP Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the Plan and the Plan shall, as of the UG Conversion Date cease to exist as a separate pension plan.
- (d) Employees who are not members of the Plan as of the Conversion Date will join the UPP in accordance with its terms.
- (e) The terms of the UPP will be consistent with those terms set out in the Milestones Agreement dated October 18, 2018, as amended from time to time, and such other terms as are provided under the definitive documentation establishing the UPP.

3. Member/employer contributions under the UPP

On the date that pension accrual starts under the UPP for the members of the Plan, including the University UPP Contributing Members, the contributions shall be 50/50 and subject to change thereafter as determined by the Sponsors of the UPP, including under any Funding Policy developed by the Sponsors. 50/50 contributions on the date that pension accrual starts under the UPP are currently expected to be:

9.2% of Pensionable Salary up to the YMPE; and

11. 5% of Pensionable Salary over the YMPE

4. Pension Contribution Offset

Effective on the University Conversion Date, and upon the implementation of the increase in member contributions set out under paragraph 3 above, a one-time adjustment of one percent (1%) will be applied to the wage grid in Schedule A of the Collective Agreement in effect at that time. This one time adjustment will be fully conditional upon the conversion of the Plan to the UPP.

5. Amendments to the Collective Agreement

On or before the UG Conversion Date, and effective as of the UG Conversion Date, the Collective Agreement or any renewal collective agreement between the University and the Union in effect on the UG Conversion Date will be deemed for all purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this MOA, including, without limiting the generality of the foregoing:

- (a) The following will be considered deleted from the UNIFOR Local 2003E Collective agreement or, equivalently considered void;
 - (i) Memorandum of Understanding K – Pension Plan Amendments
 - (ii) Memorandum of Understanding Q – Plan Text Amendments
 - (iii) Delete reference to “Pension Plans” in Article 25.01 (e)
- (b) The incorporation of “no grievance and arbitration provisions” respecting pension matters – i.e. any and all issues related to the UPP shall not constitute a “difference” between the parties for the purposes of the Ontario Labour Relations Act or the collective agreement in effect on the UG Conversion Date and must be addressed under the provisions of the UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the University and the Union that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and
- (c) Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

6. Enforcement of the MOA

This MOA shall be appended to and form part of the Collective Agreement and any renewal collective agreement in effect before the UG Conversion Date and notwithstanding the grievance and arbitration provisions of any collective agreement, William Kaplan shall be seized as mediator-arbitrator of any issues related to the interpretation, application, administration or alleged violation of this MOA. If William Kaplan is unable or unwilling to serve as mediator-arbitrator than Eli Gedalof shall be seized as mediator-arbitrator

7. Ratification

The representatives of the parties respective negotiating committees hereby agree to unanimously recommend to their principals the ratification of this MOA.

FOR THE UNIVERSITY

Theresa Harley
▶
[Signature]
▶

▶

FOR THE UNION

Jim Deibel
▶
Cherie McTaggart
▶

▶

DATED AT GUELPH THIS 29 DAY of March 2018