COLLECTIVE AGREEMENT

BETWEEN

THE UNIVERSITY OF GUELPH FOOD SERVICE
EMPLOYEES ASSOCIATION UNIT 1

AND

THE UNIVERSITY OF GUELPH

EXPIRY DATE
April 30, 2018
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AGREEMENT BETWEEN
THE UNIVERSITY OF GUELPH
(hereinafter called "The University")
OF THE FIRST PART
and
THE UNIVERSITY OF GUELPH
FOOD SERVICE EMPLOYEES ASSOCIATION
(hereinafter called "The Association")
OF THE SECOND PART

Now, therefore, the parties are agreed as follows:

ARTICLE 1 – DEFINITIONS

1.01 "Employee" means an employee of the University included in the bargaining unit defined in clause 3.01 of this Agreement.

1.02 "Day" means working day for the individual concerned unless otherwise specifically stipulated. In the case of grievance administration, "day" means a working day in the University's Human Resources.

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

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

1.05 "Regular full time" means an employment class at the University conferring upon its incumbents the anticipation of:
   a) hours of work of normally thirty seven and one half (37 ½) per week,
   b) an indeterminate term of employment during good conduct, capacity for their work, competence, and for so long as suitable work is available.

1.06 "Limited full time" means an employment class at the University conferring upon its incumbents the anticipation of:
   a) hours of work normally thirty seven and one half (37 ½) hours per week,
   b) limited annual term of employment between 7-10 months, so long as suitable work is available,
   c) limited full time does not confer regular full time status and limits benefit entitlement to those identified in MOU B – Limited full-time Benefits and Letter of Understanding #1 – Limited full-time Benefits.
"Paid status" means drawing wages for time worked, for paid sick leave, for paid holidays, for vacation leave, and for periods of Workplace Safety and Insurance Board (WSIB) of up to six (6) months duration.

"Department" means "Hospitality Services".

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

Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included.

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

ARTICLE 2 – PURPOSE

2.01

a) The general purpose of this agreement is to establish and maintain collective bargaining relations between the University and the employee covered by this agreement; to provide for on-going means of communication between the Association and the University and the prompt and equitable disposition of complaints and grievances and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this agreement.

b) Any letters of understanding and/or memoranda of understanding printed with the collective agreement are attached to and form part of this collective agreement.

ARTICLE 3 – RECOGNITION AND SCOPE

3.01 The University recognizes the Association as the sole and exclusive bargaining agent for all regular full time employees and Limited full-time employees of the University's Hospitality Services Department employed in a "Food Service" capacity, employed at its campus in Guelph, Ontario, save and except for office and clerical staff; management and supervisory staff, including co-ordinators, dieticians, and purchasing staff; persons not regularly employed for not more than twenty four (24) hours per week averaged over a two (2) week pay period; students employed during their school vacation period or first off semester period in a year.

3.02 Should any new position(s) be established within the University which the Association claims to fall within the bargaining unit defined in 3.01 hereof, the question as to its inclusion in or exclusion from the bargaining unit shall be determined by mutual agreement, or in the absence of such agreement, by resort of the grievance and Arbitration Procedure provided in the Agreement.
3.03 This Agreement contains all the terms and conditions agreed upon by the University and the Association and, during the term of the Agreement, neither will be required to negotiate on any further matter affecting these terms and conditions or any other subject not included in the Agreement. However, the parties recognize the benefits of consultation and are willing to discuss matters of mutual concern relative to the application or interpretation of this Agreement.

ARTICLE 4 – RELATIONSHIP

4.01 The University and the Association agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of disability, gender (described as “sex” in the Ontario Human Rights Code and including pregnancy and gender identity), sexual orientation, race, colour, ancestry, place of origin, ethnic origin, citizenship, creed (faith), age, marital status, family status, same-sex partnership status, or political status or record of offences unless the employee’s record of offences is a reasonable and bona fide qualification because of the nature of employment.

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

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

4.04

a) An employee may elect to submit a grievance alleging harassment under the Collective Agreement and/or to file a complaint under the University’s Workplace Harassment or Human Rights Policy. However, the grievance process (per the Collective Agreement and complaint process (per the University’s Workplace Harassment Policy) will not normally run concurrently.

b) Employees electing to proceed with a complaint under the University’s Workplace Harassment or Human Rights Policy shall have the right to be accompanied by a Union representative at any stage of the process.
4.05 No discrimination, intimidation, restraint or coercion shall be exercised or practiced by any supervisor with respect to any employee.

4.06 The University and the Association shall work together in the interest of achieving a violence free workplace. Workplace violence is defined as any incident in which an employee is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace. It is expected that employees or the Association on their behalf will report incidents of workplace violence to their immediate supervisor or, as appropriate Campus Police as specific circumstances dictate, and as necessary, file an incident report detailing the incident including any direct related damage to property. Such reported incidents will be investigated by the University. The outcome of such investigation will be communicated to the Union/Association. If the complaint is not resolved to the satisfaction of the member of the Union/Association, a grievance may be filed at 2nd step.

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

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

5.01 The University will, during the term of this Agreement, deduct from the wages of all employees who have completed their probationary period and who are actively employed an amount equal to the monthly Association membership dues as properly notified in writing by the Association to the University.

5.02 Employees who join the University subsequent to the date of effectiveness of this Agreement and during the term of the Agreement and who have completed their probationary period shall be required by payroll deduction to pay an amount equal to the monthly Association membership dues to the Association.

5.03 The sums equivalent to membership dues referred to in clauses 5.01 and 5.02 shall be deducted from the first (1st) pay of every month and remitted by the University to the Secretary of the Association prior to the end of the month in which the dues have been deducted. The initial remittance shall be accompanied by a list of employees in respect to whom such remittance is made. Subsequent remittances shall include reconciliation lists of additions and deletions.

5.04 The Association agrees to indemnify and save the University harmless from any and all claims, suits, judgements, attachments, and from any form of liability arising from or as a result of the deduction or non deduction of such dues made in accordance with the foregoing authorization.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 The Association acknowledges that it is the function of the University to:
   a) maintain order, discipline and efficiency,
b) hire, assign, retire, promote, demote, classify, transfer, lay-off, recall and to suspend, discipline employees or discharge seniority-related employees for the just cause provided that a claim of discriminatory promotion within the bargaining unit, demotion or lay-off or that an employee has been suspended, discharged or otherwise disciplined without just cause, may be treated as a grievance as provided under the Grievance Procedure.

c) maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and

d) generally to manage the University and without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery, and equipment to be used, schedules of work and all other matters concerning the operation of the University not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 7 – NO STRIKE, NO LOCKOUT

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

ARTICLE 8 – COMMITTEE

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

a) matters of mutual concern relative to the interpretation or application of this Agreement,

b) the renewal or re negotiation of this Agreement.

8.02 Employees shall not be eligible to serve as members of the Association Committee until they have been continuously employed for a period of not less than one (1) year and successfully completed their probationary period.
8.03 Notwithstanding clause 8.01 above, the University will recognize up to five (5) employee representatives (no more than two (2) from any operational unit of the Hospitality Services Department) for the purpose of grievance administration.

8.04 An employee who is a member of the Association Committee or who is an employee representative has his/her regular duties to perform and will not absent her/himself from his/her duties without the consent of his/her immediate supervisor which will not be unreasonably withheld.

8.05 Where a grievance must be serviced or where meetings between Association and University officials take place during an employee's scheduled working hours, she/he shall be paid his/her basic hourly rate as though working. Notwithstanding any other provisions of this Agreement, the University shall be obligated to pay only the basic hourly rate to an employee replacing one (1) so acting for the Association.

8.06 The Association shall keep the University informed in writing of the names and positions of its executive and Association Committee, and of the names and areas of responsibility of its employee representatives. The effective date of appointment shall be included in such notification.

8.07 The University will grant up to a total of twenty-five (25) days per contract year, leave of absence with pay for Food Service Employee Association Executive members or his/her designate, to attend educational courses, conferences, conventions and seminars, and to attend to University related Association duties. Requests for such leaves of absence as detailed above, must be submitted in advance and in writing to Staff Relations and will be subject to supervisory approval and operational requirements, which shall not be unreasonably withheld. It is further understood that all costs for transportation, accommodation and tuition will be borne by the Association.

ARTICLE 9 – PROBLEM RESOLUTION

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

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

Within five (5) days of the reply of the immediate management supervisor, the employee may present his/her alleged problem/complaint in writing on a form acceptable to the University to his/her immediate management supervisor. Each written problem/complaint shall be signed by the employee and shall include:

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

The employee may be assisted in the preparation and presentation of his/her problem/complaint by his/her representative. Failing an immediate settlement, the immediate management supervisor shall deliver the decision in writing to the employee and his/her representative within seven (7) days following the presentation of the written problem/complaint to him/her.

9.03 Step Two

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

9.04 Step Three

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

The time limits prescribed in Article 9 (Problem Resolution), Article 10 (Discharge/Suspension Cases) and Article 11 (Arbitration) may be extended by mutual agreement of the parties in writing.

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

9.05 **Group Problem/Complaint**

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

9.06 **Policy Problem/Complaint**

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

**ARTICLE 10 – DISCHARGE AND SUSPENSION CASES**

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

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

10.03 An employee who has completed his/her probationary period may initiate a problem/complaint at Step Two of the Problem Resolution Procedure alleging that she/he has been unjustly discharged/suspended. Such problem/complaint shall be filed within five (5) days after the discharge/suspension has been affected.

10.04 A grievance filed under the terms of clause 10.03 may be settled under the grievance or arbitration procedure by:
   a) confirming the University's action in discharging/suspending the employee,
   b) reinstating the employee without loss of seniority and with full compensation for time and credits lost, or,
   c) by any other arrangement which may be deemed just and equitable.

10.05 Employees who have completed their probationary period have the right to review their Human Resources file not more than once yearly. In order to do so, employees are to submit their request, in writing, to the Staff Relations Section of Human Resources. An
appointment to review the Human Resource file will be arranged within three (3) working
days in Human Resources of the receipt of the request or within practical limitations.

10.06 It is agreed that disciplinary letters within employees' Human Resource files shall be
removed after a two (2) year period provided that no further discipline has been recorded
within that two (2) year period.

ARTICLE 11 – ARBITRATION

11.01 When either party to this Agreement demands that a grievance be submitted for
Arbitration, they shall make such a demand in writing addressed to the other Party of this
Agreement.

11.02 The Arbitration procedure incorporated into this Agreement shall be based on the use of
a single Arbitrator selected by mutual agreement of the parties. Failing agreement either
party may file with the Ministry of Labour for appointment of an Arbitrator.

11.03 No matter may be submitted to Arbitration which has not been properly carried through
all requisite steps of the Problem Resolution Procedure.

11.04 The decision of the Arbitrator will be final and binding upon the parties hereto and the
employee or employees concerned.

11.05 The parties will jointly share the expenses of the Arbitrator.

11.06 The party demanding Arbitration shall be responsible for informing any third party likely
to be adversely affected;
   a) of the time and place of the sitting of Arbitration,
   b) of the matter to be placed before the Arbitrator, and
   c) of the right of that third party to be present and represented.

ARTICLE 12 – SENIORITY

12.01 A new employee shall be on probation until she/he has completed three (3) months of
continuous employment. On written notice to the employee and the Association, the
University may extend the probation period for a further period of three (3) months to a
maximum of six (6) months.

12.02 Limited full-time employees who are re engaged in their former classification by the
University, either as Limited full-time employees or regular full time employees following
termination shall not be subject to a new probationary period provided their re
engagement is less than six (6) months after their termination.

12.03
   a) Regular and limited full-time employees of this agreement who have completed the
probationary period shall have seniority from their initial date of hire as a regular
or limited full-time employee.
b) Seniority will apply on a unit basis for day to day operations.

12.04 In the event the University declares a need to layoff regular full-time employees within the bargaining unit, the Association will be provided with as much notice as reasonably possible. In all cases of layoff or recall from layoff, seniority shall govern provided that in the opinion of the University the employee is ready, willing and able to do the work available. Such seniority shall apply on a departmental basis.

12.05 Limited full-time employees shall not be employed during a period of layoff of a regular full time employee except in situations where a regular full time employee, capable of doing the work available, is not ready, willing, or able to respond to a notice of recall from layoff.

12.06 The University will maintain a seniority list for employees of the Hospitality Services Department and will provide the Association with a copy of such seniority list every six (6) months. The University will maintain and post a ‘Years of Service List’ for Limited full-time employees. Supervisors and managers will be encouraged to consider continuous years of service for scheduling of hours and order of layoff within their unit.

12.07 The employment of part time and student employees by the University is accepted by the Association as a necessary feature of the University's food service operation. However, the University will not utilize the services of part time or student employees where this would result in regular full time employees being laid off or placed on a shorter work week. Further, it is agreed that during the period commencing the first day of classes and ending on the last day of classes in the Fall and Winter semesters, the University will not utilize the services of part-time or student employees where this would directly result in Limited full-time employees being laid off or placed on a shorter work week. It is understood that during the winter semester, there are two (2) “first day of classes” and two (2) “last day of classes”.

12.08 Whenever practical, the University will give employees who have completed their probationary period forty eight (48) hours’ notice of any layoff that is outside of Article 13.

12.09 An employee shall terminate his or her appointment if she/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 and without a reasonable explanation for failing to seek such permission for three (3) consecutive days,

d) without reasonable explanation, fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted,

e) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail, unless such period is extended for reasons satisfactory to the University,
f) is absent due to layoff which absence continues for more than twelve (12) months,

12.10 It shall be the duty of the employee to notify the University promptly of any change in address. If an employee fails to do this, the University shall not be responsible for failure of a notice sent by registered mail to reach such employee.

12.11 When considering layoff, the University shall accord top seniority rights to the committee recognized by clause 8.01 provided the University has work available which they are qualified to perform.

12.12 If appointed to a regular full-time position without a break in employment of at least two (2) weeks, a Limited full-time employee will be credited for such service as appropriate (eg. sick-leave; vacation).

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

13.01 The normal period of employment referred to herein is defined as the period between September of one (1) year to April of the next year and applies to those Limited full-time employees in Hospitality Services only.

13.02 Limited full-time employees who are not working in the spring/summer semester will receive a notice of layoff in the month of April. This notice will advise the date the employee is to report back to work in August or September of the same year. Upon receipt of the notice in the University’s Human Resources Department, a Record of Employment will be automatically generated in accordance with Service Canada guidelines. For circumstances outside of those referenced in 13.01, employees may request a Record of Employment be generated by contacting the University’s Human Resources department.

13.03 The Association will be provided with a copy of all lay-off/recall letters.

ARTICLE 14 – LEAVE OF ABSENCE

14.01 The University shall endeavour, subject to operational requirements, grant a leave of absence without pay to an employee. Requests for such leave of absence shall be in writing and shall be submitted to his/her supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the University as soon as possible. Seniority shall not accrue during a leave of absence longer than three (3) months.

14.02 a) Upon request, in the event of the death in the immediate family, an employee will be granted at the time of the death or service, leave with pay for a period of five (5) consecutive scheduled workdays. Immediate family shall mean: parent; step-parent; spouse; common-law spouse (including same-sex partner); child; step-child; brother; sister; step-brother; step-sister. Where the funeral occurs outside the province, the employee will be provided with a total of one (1) additional day
without pay for the purpose of travelling to and from the funeral (ie. 6 days maximum).

b) Upon request, in the event of the death in the family, an employee will be granted at the time of the death or service, leave with pay for a period of three (3) scheduled workdays. Family shall mean: father-in-law; mother-in-law; son-in-law; daughter-in-law; brother-in-law; sister-in-law; grandchild; grandparent. Where the funeral occurs outside the province, the employee will be provided with a total of one (1) additional day without pay for the purpose of travelling to and from the funeral (ie. 4 days maximum).

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

14.04 The University shall endeavour, subject to operation requirements, grant a leave of absence of up to two (2) weeks duration for the purposes of military service and will compensate the employee for whatever the difference exists between the military pay she/he received, as evidenced by a statement from the proper authority, and his/her normal University wages or salary.

14.05 **PAID PARENTAL LEAVE**

1) **Purpose of Paid Parental Leave:**

Paid parental leave is offered to accommodate the special needs of regular full-time University employees who bear children and who remain at home to care for children during the post-delivery and/or post-adoption period. It is expected that all employees who take paid parental leave will return to employment at the University of Guelph following such leave.

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

a) Natural parent or adoptive parent having primary care of the child or children, who are regular full-time University employees will be eligible to receive seventeen (17) weeks of normally continuous paid parental leave, including the date of birth or adoption, per pregnancy or placement.

b) The employee shall give at least two (2) weeks written notice to her or his supervisor of the intent to commence paid parental leave.

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

3) Terms of Paid Parental Leave:

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

b) No employee may claim any other form of supplementary benefit during the period of leave.

c) The employee proceeding on paid parental leave shall not forfeit any accrued employment benefits save for the right to accrue sick leave credits during the period of absence. Seniority shall continue to accrue for employees taking paid parental leave.

d) While on paid parental leave, the employee will continue to receive University benefits on a normal cost sharing arrangement.

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

f) An employee taking paid parental leave shall not be disadvantaged. She/he will return to the same or an equivalent position without loss of salary or seniority.

g) Paid parental leave may be voluntarily shorter than the previously arranged period, providing the employee advises the University of his/her intention to return to work at least two (2) weeks prior to the intended date of return.

h) If the Supervisor/Manager is not certain of a natural mother's physical ability to return to and perform her duties, they may request medical certification of such ability.

14.06 UNPAID PARENTAL LEAVE

1) Purpose of Unpaid Parental Leave

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

On receipt of appropriate documentation of the birth or adoption of a child, the University will grant thirty five (35) weeks of unpaid parental leave per pregnancy or placement to all regular full-time employees. The leave will normally be continuous with the paid parental leave. It will begin no later than thirty five (35) weeks after the child comes into parental care. (This leave is available to both parents, and when added to the paid parental leave period, would enable the parents themselves to provide the first year of care for their child or children.) Employees would contact the Employment Insurance (E.I.) Office to determine their eligibility for benefits during the initial ten (10) weeks of this unpaid leave period.

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

a) The employee proceeding on unpaid parental leave shall not forfeit any accrued employment benefits save for the right to accrue sick leave credits during the period of absence. Seniority shall continue to accrue for employees taking unpaid parental leave.

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

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

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

14.07 **PAID PATERNITY LEAVE**

1) **Purpose of Paid Paternity Leave**

A regular full-time employee who is a natural or adoptive father, including same sex partner, is entitled to five (5) days of paid paternity leave associated with a birth or adoption. Such leave will normally be taken within thirty (30) days of the birth or adoption.

14.08 **ADOPTION LEAVE**

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

2) In addition, the principles outlined in the Parental Leave policy may apply equally in the cases of adoption. However, the granting of such leave and salary benefit will only apply to recipients of E.I. adoption leave benefits.
14.09 FAMILY RESPONSIBILITY TIME

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

2) The operational requirements of the University must be met. However, it is recognized that effort will be required to accommodate requests for family responsibility time.

3) Seven (7) days per year of family responsibility time (FRT) will be provided to all employees. Family responsibility time may be used in amounts of not less than one (1) hour, will be requested in advance if possible, and will be granted unless precluded by operational requirements.

4) Family responsibility time will be available on a "borrow" basis, to be repaid by mutual agreement between employee and supervisor. Family responsibility time can be repaid by, for example, working shortened lunch breaks, starting earlier or working late.

5) Unused family responsibility time will not accumulate from one (1) year to the next. Any outstanding time owing must be cleared by March 1 of the year following the taking of family responsibility time.

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

14.10 TEMPORARY REDUCTION OF WORKLOAD AND COMPENSATION

The operational requirements of the University must be met. However, it is recognized that effort will be required to accommodate requests for temporary reduction of workload and compensation.

1) Eligibility and Application Procedure

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

   b) Any eligible employee may submit a written request for a temporary reduction in workload and compensation to his/her immediate supervisor and to the Manager or Director.

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

2) Terms of Reduction in Workload and Compensation

   a) An employee who is granted a temporary reduction of workload shall enter into an agreement with the University which specifies the degree of reduction in both weekly workload and compensation (to be not more than 50%) and its duration.
b) Regular full-time employees who are granted a temporary reduction of workload will continue to be eligible for benefit cost-sharing, as though they were not on a reduced workload.

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

d) Employees who accept a reduction in workload and compensation shall remain eligible for merit increases.

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

ARTICLE 15 – JOB POSTING

15.01

a) In accordance with standard University practice all vacant regular full-time positions in the bargaining unit shall be posted for seven (7) calendar days prior to the appointment of a regular incumbent. The University may exercise its right to staff a vacancy with a part time employee during a period of job posting.

b) Except for those Limited full-time employees referred to in clause 13.01 and 13.02, all Limited full-time positions of greater than three (3) months duration will be posted.

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

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

15.04

a) A Limited full-time employee employed for a period in excess of twelve (12) consecutive months shall be deemed a regular employee on and after his/her anniversary date of employment. The layoff of Limited full-time employees occurring as part of the Hospitality Services regular operational programme during the Christmas and New Years period shall not be deemed to interrupt continuous employment for the purposes of this clause.

b) No Limited full-time employee will be laid off prior to the last day of classes in December and April each year.
15.05 In all cases of promotion, demotion or reclassification within the bargaining unit, consideration shall be given to skill, efficiency and job ability. Where, in the opinion of the University, these factors are relatively equal, seniority shall govern provided, however, such seniority shall apply on a departmental basis.

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

ARTICLE 16 – PAID HOLIDAYS

16.01

a) Employees shall receive pay for the following holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td></td>
</tr>
<tr>
<td>Family Day</td>
<td></td>
</tr>
<tr>
<td>Good Friday</td>
<td></td>
</tr>
<tr>
<td>Victoria Day</td>
<td></td>
</tr>
<tr>
<td>Canada Day</td>
<td></td>
</tr>
<tr>
<td>Boxing Day</td>
<td></td>
</tr>
<tr>
<td>Civic Holiday</td>
<td></td>
</tr>
<tr>
<td>December 31st</td>
<td></td>
</tr>
<tr>
<td>Labour Day</td>
<td></td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td></td>
</tr>
<tr>
<td>Day before Christmas</td>
<td></td>
</tr>
<tr>
<td>Christmas Day</td>
<td></td>
</tr>
</tbody>
</table>

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

c) In each calendar year, each full-time employee shall be entitled to be granted one (1) other day as an "additional paid holiday" in each year. An employee working on a day being observed as an "additional paid holiday" by another employee shall not be entitled to a holiday premium. An "additional paid holiday" may not be carried over for observance into a new calendar year. The floater holiday will be granted in accord with the operating requirements of the department taking into account the wishes of the employees.

d) A limited full-time employee who is laid off during the week that encompasses Family Day shall receive one (1) floater day in lieu of Family Day. Normally such floater day will be scheduled during the week following Thanksgiving Day, however may be scheduled on an alternate date, subject to operational requirements of the department and at the discretion of the employees’ immediate supervisor.

16.02 Except as provided in clause 16.03, in order to qualify for holiday pay, the employee must work the full scheduled shifts immediately preceding and immediately following the holiday except in cases of certified illness in which case employees shall receive holiday
pay providing they have worked a full shift in the week immediately preceding and the week immediately following the holiday.

16.03 A Limited full-time employee who is laid off during the month of December but recalled in the month of January of the next year as part of the University's normal staff contraction during the Christmas and New Year's period shall be deemed to qualify for holiday pay for six (6) paid holidays during the period of December and January.

16.04 Holiday pay will be computed on the basis of the number of hours the employee normally works in a day at his/her regular hourly rate.

16.05 In the event that one (1) or more of the foregoing holidays occurs during an employee's vacation period, she/he shall receive, in addition to his/her vacation pay, any holiday pay to which she/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.

16.06 An employee required to work on one (1) of the specified paid holidays outlined in 16.01(a) shall be paid at the rate of two (2) times his/her regular hourly rate for the time worked on such holiday in addition to any holiday pay to which she/he may be entitled. The employee may request equivalent time off in lieu of the holiday pay which may be granted at the option of the University. The University will use its best endeavours to grant such time off in accordance with the employee's wishes.

16.07 Should any of the foregoing holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday with respect to employees whose days off are regularly and normally Saturday and Sunday. With respect to employees whose work schedule in its normal course provides days off other than Saturday and Sunday, the day on which the holiday actually falls shall continue to be the observed holiday.

ARTICLE 17 – VACATIONS

17.01 In this Article "employee" means regular full-time employee unless otherwise specified.

17.02 For the purpose of determining vacation credits, length of service shall include continuous full-time service at the University with the suppliers of the University's food service programme prior to 1973 05 01.

17.03 An employee shall not normally be granted or scheduled for a paid vacation prior to having completed six (6) months of continuous employment.

17.04 A regular full-time employee whose services are terminated before completion of six (6) months of paid employment or for cause shall receive four percent (4%) of wages received since employment or during the then current vacation year as appropriate, in lieu of vacation.
17.05 After the completion of six (6) months of continuous employment an employee will be entitled to paid vacation at the appropriate rate, per month of employment, calculated from the date of employment and may take the vacation which would accrue at this rate to the next 31st day of December in advance of its actual accrual.

17.06 Effective January 1, 2007 vacation credits for all employees shall accumulate on the following basis:

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

17.07 The vacation year commences on January 1st and ends on December 31st. An employee may take vacations which would accrue (at the appropriate rate) to the next December 31st in advance of its actual accrual, during that same year.

17.08 Vacations taken or scheduled shall be charged against vacation credits granted under clause 17.07. In addition, if an employee is in an unpaid status for more than one (1) month, a debit at the appropriate rate for each month in unpaid status shall be charged against vacation credits.

17.09 All regular employees must take at least two (2) weeks vacation per year when so entitled. The otherwise unused portion, to a maximum of ten (10) days, may be carried over into the next year following to lengthen that year’s vacation. An employee wishing to carry over vacation credits from one year to the next must apply to their Department Head in writing indicating the reason for the carry over and when in the following year they would like to use the vacation carried over.

17.10 Except as provided in clause 17.05, on termination of employment, the University agrees:

a) to pay the cash value of any vacation accrued in a previous vacation year and not taken provided that the University has agreed in writing to any such carry over greater than ten (10) days; and

b) to make a cash settlement with respect to the prorated value of vacation earned from the first (1st) day of January prior to the date of termination, to that date.

17.11 Employees will be provided with an accounting of their vacation carry-over and current year entitlement in January and August of each year.
17.12 The University reserves the right to schedule vacations to meet its operating requirements, but agrees to consider the wishes of employees and to resolve conflicts between employees wishes on a seniority basis where its operating requirements are not a factor. While an employee may exercise seniority in vacation scheduling, she/he may not do so after March 1st.

17.13 Limited full-time employees shall be eligible for 4% vacation pay. Vacation pay will be calculated and paid on the gross pay earned for each pay period.

Effective January 1, 2015 Limited full-time employees shall be eligible for vacation pay based on years of service. Vacation pay will be calculated and paid on the gross pay earned for each pay period.

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Pay Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to five (5) years</td>
<td>4%</td>
</tr>
<tr>
<td>Five (5) years or greater</td>
<td>6%</td>
</tr>
</tbody>
</table>

ARTICLE 18 – SICK LEAVE

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

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

18.03

a) Except as provided in clause 18.07, upon completion of his/her three (3) month probationary period or any extension thereof, an employee shall be considered to be vested with sufficient sick leave entitlement to provide her/him with full regular pay without premiums, until she/he has established eligibility for long term salary continuation benefits.

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

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

18.05 An employee shall give notice in accordance with departmental practice of any illness which will prevent him from performing his/her duties.

18.06 When an employee is entitled to receive compensation under the Workers' Compensation 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 she/he received full salary. Sick leave used shall then be reinstated as of the date the employee returns to work.

18.07 Subject to the provisions of clauses 18.04, 18.05 and 18.06, in each six (6) month period (May 1 to October 31; November 1 to April 30), 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 chronic medical conditions preventing an employee from performing his/her duties, exercise its right to waive the provisions of this clause providing that in the case of any individual employee the University may choose not to exercise such right if such right has been exercised twice before in any year. In cases involving a certified chronic medical condition, the University may require a second opinion as to the employee's condition from another qualified physician mutually agreeable to the University and the employee.

18.08

a) Upon appointment, Limited full-time employees shall be eligible for up to three (3) days sick leave. Upon completion of his/her probationary period a Limited full-time employee shall be granted a credit of 1.25 additional days of sick leave for each twenty (20) days that she/he is in a paid status.

b) While not subject to a new probationary period if re-engaged less than six (6) months after termination, a Limited full-time employee re-engaged by the University as Limited full-time shall earn sick leave in accordance with the terms of clause 18.08 (a).

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.01

a) The standard work week shall be thirty seven and one half (37 ½) hours and the standard work day shall be seven and one half (7 ½) hours. It is hereby expressly understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee of hours of work per day nor as to the days of work per week. The standard work week of thirty seven and one half (37 ½) hours shall normally be scheduled on five (5) days per week or so as to average five (5) days of seven and one half (7 ½) hours and thirty seven and one half (37 ½) hours per week over one (1) complete cycle of a rotating schedule.
b) Notwithstanding the provisions of clause 19.01(a), the Association recognizes that the nature of the University's food service programme may, in the future, necessitate the introduction, subject to government permit, of a work week of less than five (5) days per week but of more than seven and one half (7 ½) hours per day.

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

19.03 It is recognized that the nature of the University's food service serving schedule gives the University the right to schedule the one half (2) hour meal break referred to in clause 19.02 at a time convenient to the serving schedule, and to reschedule verbally such meal break during the shift according to the exigencies of the service.

19.04 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 (½) the employee's regular hourly rate, it being understood that when payment at time and one half (½) has been made for any such authorized work, the time involved shall not be included again for the purpose of establishing a premium payment for that or any other work.

19.05 Overtime may be paid for in cash or in compensatory paid time off at the rate of overtime earned (i.e. one and one half (½) hours off for every one (1) hour worked at overtime). An employee may request overtime payment or compensatory time off and the University will use its best endeavour to grant the employee his/her request, taking into account the operating requirements of the University.

19.06 To the extent feasible, employees shall be given the first opportunity to volunteer or any overtime, within their individual units, provided the employee is available and has the ability to perform the work required. Employees shall be notified of the required overtime and those desiring to work must advise their supervisor. The University shall have the right to assign overtime to readily available qualified employees. It is recognized, however, that the assignment of overtime work shall not deprive student, part time or other casual employees from continuing to be employed on a regular basis, as in the past, in accordance with the requirements of the University's food service programme.

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

**ARTICLE 20 – OVERTIME MINIMA**

20.01 An employee called into work in an emergency outside his/her scheduled shift and without previous notice, shall be paid at the rate of time and one half (½) 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. Any further such call in within the four (4) hour period shall be paid
at the rate of time and one half (½) the employee's regular hourly rate for the hours worked.

20.02 Except as provided in paragraph 20.03, an employee who is scheduled to work overtime shall be paid for a minimum of three (3) hours at his/her overtime rate.

20.03 These minima shall not apply to overtime which is contiguous with the employee's normal shift nor to overtime which is separated from a normal shift only by a meal break, provided the employee was aware of the overtime required prior to the end of his/her normal shift.

ARTICLE 21 – WAGES

21.01 The University will maintain its past practices relative to the method of wage payment for employees covered by this Agreement.

21.02 The University agrees to pay and the Association agrees to accept for the term of this Agreement, the rates of wages as outlined in Schedule A attached hereto and forming part of this Agreement.

21.03 In consideration of employee entitlement to beverages and meals during shifts worked, all employees working greater than five (5) hours in a day, shall be assessed a contribution of one dollar ($1.00) plus applicable tax by payroll deduction. In addition, the employee will be charged an additional $3.00 as a taxable benefit for each shift that is greater than five (5) hours, and this will be reflected in the employee’s T4. Employees working shifts of three (3) hours and up to five (5) hours, shall be assessed a deduction of one dollar ($1.00) plus applicable tax by payroll deduction, for beverages consumed during the employee’s shift and/or break.

ARTICLE 22 – BENEFITS

22.01 The components of the employee benefits programme for regular full-time employees are:
   a) sick leave as provided for in Article XIII,
   b) long term salary continuation plan,
   c) medical insurance providing major medical and semi-private hospital coverage,
   d) group life insurance,
   e) pension plans,
   f) dental plan.

22.02 Effective on the date of effectiveness of this Agreement and for regular full time employees only, the University will contribute sixty six and two thirds percent (66 2/3 %) of the total cost of the benefits indicated in sub paragraphs (b), (c), (d) and (f) above. The University will contribute eighty percent (80%) of the cost of the dental plan.
22.03 The components of the employee benefits programme for Limited full-time employees subject to benefit eligibility criteria are:
   a) sick leave as provided for in Article 18
   b) long term salary continuation plan
   c) medical insurance providing major medical and semi-private hospital coverage
   d) group life insurance
   e) pension plans
   f) dental plan

22.04 Effective on the date of effectiveness of this Agreement and insofar as Limited full-time employees are concerned, the University will contribute sixty six and two thirds percent (66 2/3%) of the cost of the benefits indicated in clause 22.03(b) provided that the employees are eligible by government regulation for enrollment in the plan.

ARTICLE 23 – COMMUNICATIONS

23.01 Unless otherwise provided herein, all communications between the parties shall be addressed:
   a) in the case of the University to the Director, Human Resources (Staff Relations) Director, Human Resources (Staff Relations) or designate,
   b) in the case of the Association to the President of the Association at his/her last known address.

ARTICLE 24 – EDUCATIONAL ASSISTANCE

24.01 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 programme of studies offered by the University of Guelph or University of Guelph - Humber partnership programme for which the employee is accepted.

24.02 Wherever possible the courses attended should be scheduled outside the employee's normal working hours. When this is not possible the employee will not lose regular pay (excluding premiums) for attendance during working hours up to a maximum of three (3) hours per week provided that:
   a) if the course is available outside the employee's working hours the paid leave as mentioned herein will not be available to the employee; and
   b) a request for the application of tuition waiver and leave of absence must be approved by the Assistant Vice-President, Human Resources prior to registering for the course. Approval by the Executive Director, Hospitality Services will be required only in cases where time off the job is requested. Such approval will not be unreasonably withheld; and
c) such leave will be granted provided that the operating needs of the department are not prejudiced, but the University agrees to take into account the needs of the employee. In the event of conflicts between employees such conflicts will be resolved on a seniority basis where operating requirements of the department are not a factor; and

d) the employee will inform his/her supervisor of the course schedule as soon as the employee is made aware of the schedule.
ARTICLE 25 – TERMINATION

25.01 This agreement shall be in effect from May 1, 2015 to April 30, 2018 and shall continue thereafter for annual periods of one (1) year each unless either party notifies the other in writing not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to

Signed this 13th day of June, 2016 at Guelph, Ontario.

On behalf of the University of Guelph

On behalf of UGFSEA Unit 1

[Signatures]

S. Williamson

[Signatures]
<table>
<thead>
<tr>
<th>Salary Grade</th>
<th>F11</th>
<th>F12</th>
<th>F13</th>
<th>F14</th>
<th>F15</th>
<th>F16</th>
<th>F17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Porter</td>
<td>16.43</td>
<td>17.30</td>
<td>18.22</td>
<td>19.18</td>
<td>20.19</td>
<td>20.38</td>
<td>20.57</td>
</tr>
<tr>
<td>General Cafeteria Helper</td>
<td>16.43</td>
<td>17.30</td>
<td>18.22</td>
<td>19.18</td>
<td>20.19</td>
<td>20.38</td>
<td>20.57</td>
</tr>
<tr>
<td>Third (3rd) Cook</td>
<td>16.82</td>
<td>17.72</td>
<td>18.62</td>
<td>19.65</td>
<td>20.68</td>
<td>20.90</td>
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<tr>
<td>Salary Grade</td>
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<td>F23</td>
<td>F24</td>
<td>F25</td>
<td>F26</td>
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</tr>
<tr>
<td>Head Kitchen Porter</td>
<td>18.03</td>
<td>18.98</td>
<td>20.00</td>
<td>21.06</td>
<td>22.15</td>
<td>22.38</td>
<td>22.60</td>
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<tr>
<td>Salary Grade</td>
<td>F31</td>
<td>F32</td>
<td>F33</td>
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<td>Second (2nd) Cook</td>
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<td>20.91</td>
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<td>F46</td>
<td>F47</td>
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<tr>
<td>Head Commissary Handler</td>
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<td>20.80</td>
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<td>F64</td>
<td>F65</td>
<td>F66</td>
<td>F67</td>
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<tr>
<td>Head Cook/Head Baker</td>
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<td>27.59</td>
<td>29.06</td>
<td>30.58</td>
<td>30.91</td>
<td>31.21</td>
</tr>
</tbody>
</table>
A. INCREMENTAL ADJUSTMENTS

1) Progression through ranges is based on months of continuous employment while employed in a full-time or Temporary Full-Time appointment. An employee will normally be awarded one (1) incremental increase on her/his annual service review date. In exceptional cases of superior performance an employee may be awarded two (2) incremental increases on her/his service review date subject to approval of Human Resources.

2) Limited full-time employees who are rehired in their former classification shall have previous service considered, provided their re engagement is less than six (6) months after their last termination.

3) Employees will progress to their appropriate incremental level upon completion of the required months of service.

4) New employees will normally enter at Level 1. In exceptional cases a request may be made from the Executive Director, Hospitality Services, to Human Resources, for a new employee to enter at Level 2 or Level 3. Any such exceptions will normally be based upon
prior experience. In exceptional circumstances a new employee may be hired above Level 3, subject to the process outlined above.

5) Incremental adjustments may be withheld on the basis of performance and subject to approval by the Executive Director, Hospitality Services and the Director, Human Resources (Staff Relations) or designate. Prior to withholding an incremental adjustments, a meeting will be held with the employees, an association representative and a member from Hospitality Service Management.

6) In cases of voluntary demotion, the employee will maintain his/her current salary unless this does not put the employee on a defined level, in which case the salary will be moved to the next higher level. Notwithstanding this, the employee shall not enter the new range at higher than level 5.

7) In cases of disciplinary demotion, reduction in strength or reclassification to a lower level by the University, the employee will retain his or her current salary until it falls within the new range.

8) In cases of promotion, the employee will enter at no less than level 2 of the new range and/or no higher than five percent (5%) above the employee's previous wage unless this does not put the employee on a defined level, in which case the salary will be moved to the next higher level.

B. SHIFT PREMIUMS - Effective 01 01 15

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

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

C. ACTING PAY

An employee requested by his/her Manager to perform the regular duties of a position of greater responsibility as a result of the unanticipated absence of the regular incumbent, shall be paid a premium of five percent (5%) per hour in addition to his/her basic rate of pay for the designated period.
MEMORANDUM OF UNDERSTANDING (A) - Limited Full-Time Benefits

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

1) Limited full-time employees who were hired on or before September 30, 2015 will continue to have access to benefits (extended health, dental and life insurance) during the designated period of layoff, subject to the conditions noted in 3, 4 and 5 below.

2) New employees hired after September 30, 2015 must elect to continue coverage during the summer layoff period at the time of hiring or at the time of benefit qualification. Employees who do not elect to continue coverage during their layoff period will be ineligible for such coverage in the future.

3) During these designated periods of layoff, employees will be responsible for the total cost of benefits coverage (both employee and employer share). The cost will be divided into eight (8) monthly payments (September to April) and deducted directly off their pay. It is understood that employees will not be able to withdraw and re-enter the benefit plans during this period. Only upon evidence of equivalent coverage under another insurance plan, can they opt out of extended health and dental benefits. Should these equivalent benefits cease, then, within thirty-one (31) days of the loss of this equivalent coverage, they may re-enter the University plan; beyond this thirty-one (31) day period, they will be required to provide evidence of insurability (or coverage may be limited by an annual cap in accordance with plan provisions), which may affect their level of benefit coverage at that time.

4) Life insurance coverage during the designated period of layoff, for those electing to continue coverage, will be equal to the amount of coverage in place on the last day of work immediately prior to the designated period of layoff.

5) Continuation of life insurance will be independent of the employee’s decision to continue or opt out of extended health and dental benefits during these designated periods of layoff.
This Agreement does not confer regular full-time status on the Limited full-time employees identified. It is understood that this Agreement is solely for the purpose of access to benefits and does not provide any additional rights not specifically contemplated within this Agreement.

Signed this 13th day of June, 2016 at Guelph, Ontario.

On behalf of the University of Guelph

[Signature]

S. Willow

On behalf of UGFSEA Unit 1

[Signature]

Shawn Norton

[Signature]

Wills Traeger
MEMORANDUM OF UNDERSTANDING (B) – Benefit Continuation

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

Signed this 13 day of June 2016 at Guelph, Ontario.

On behalf of the University of Guelph

On behalf of UGFSEA Unit 1

[Signatures]

[Signatures]
MEMORANDUM OF UNDERSTANDING (C) - Vacancies

Further to the Collective Agreement between the University of Guelph Food Service Employees Association and the University of Guelph, it is agreed that during the term of this Agreement, vacancies for regular full-time and limited full-time Food Service positions will be posted in the major Food Service operating units by the management of Hospitality Services. It is further agreed that probationary employees will not normally be considered for these positions.

Signed this 13 day of June, 2016 at Guelph, Ontario.

On behalf of the University of Guelph

[Signature]

On behalf of UGFSEA Unit 1

[Signature]
MEMORANDUM OF UNDERSTANDING (D) - Scholarship Plan

Further to the Collective Agreement between the University of Guelph Food Service Employees Association and the University of Guelph, it is agreed that a scholarship plan will be available to dependent children of:  a) regular full-time employees and Limited full-time employees with more than one (1) year of service; b) retired or deceased employees; and, c) employees receiving long term disability payments. Tuition fees not exceeding those of the Bachelor of Arts programme will be paid by the University for up to eight (8) semesters for undergraduate degree or associate diploma programme courses. This includes the University of Guelph and the University of Guelph at Humber Partnership Programme. Dependent means child of the employee, less than 26 years of age and dependent for support on such employee. The following will also be considered children of the employee: persons the employee is adopting, during the period of probation; stepchildren of the employee; and persons related to the employee by blood or marriage, or for whom the employee is legal guardian. The restriction of 25 years does not apply to a physically or mentally disabled child who is over 25 years of age and who had this condition and was a dependant of the employee before the age of 26. Spouse includes a legal spouse, common-law spouse or same-sex partner.

Dependent children may be eligible for a scholarship only if they will be enrolled in full-time studies. The definition of “full-time" applied to this plan is that used in administering the Ontario Student Assistance Programme (OSAP); that is, students registered in three (3), four (4) or five (5) courses per semester. Dependent children must qualify for a scholarship by satisfying the University's (Guelph or Guelph at Humber) entrance requirements, either by meeting the academic standards of the programme in which they are to be enrolled or possessing a minimum overall scholastic average of 70 percent (70%) upon admission, whichever is higher. Students admitted to a programme who do not meet the scholarship requirement may become eligible by satisfying the academic continuation requirements of their programme plus obtaining a minimum two-semester cumulative average of 70 percent (70%). In-course students will maintain their scholarships by satisfying the academic continuation requirements of their programme.

Dependent children wishing to receive a scholarship for any semester during the academic year of August 1 to July 31 must apply to the Student Awards Section of the Registrar's Office by August 1 of that year. At the beginning of each semester, after registration has been confirmed, scholarship cheques will be sent to successful students.

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 Students Awards section of the University of Guelph.

Signed this 13 day of June, 2016 at Guelph, Ontario.

On behalf of the University of Guelph

[Signature]

[Signature]

S. Welles

On behalf of UGFSEA Unit 1

[Signature]

[Signature]

Shari Norton

Mike Lawrence
MEMORANDUM OF UNDERSTANDING (E) - Athletic Fee Subsidy

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

Signed this 13 day of June 2016 at Guelph, Ontario.

On behalf of the University of Guelph

[Signature]

On behalf of UGFSEA Unit 1

[Signature]

S. Williams

M. Gnamst
MEMORANDUM OF UNDERSTANDING (G) - Safety Shoe Subsidy

Further to the Collective Agreement between the University of Guelph and the University of Guelph Food Service Employees Association, effective January 1, 2007, and upon submission of a CSA approved receipt, the University shall provide regular full-time U.G.F.S.E.A. members and Limited full-time U.G.F.S.E.A. members who have completed eight (8) months of continuous employment (and will be re-engaged as Limited full-time employees within six (6) months of their annual termination in April), with $180.00 once annually - i.e. January to December, with no carry-over provision into the next calendar year, for the purchase of safety shoes.

Signed this 13th day of June, 2016 at Guelph, Ontario.

On behalf of the University of Guelph

[Signature]

On behalf of UGFSEA Unit 1

[Signature]

S. Wellman

[Signature]
MEMORANDUM OF UNDERSTANDING (H) – Pension Contributions and Benefits

Table of Pension Plan Changes:

Contribution Rates (ongoing)

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>May 1, 2015</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Below YMPE</td>
<td>6.55%*</td>
<td>6.94%**</td>
<td>7.32%**</td>
</tr>
<tr>
<td>Above YMPE</td>
<td>8.25%*</td>
<td>8.64%**</td>
<td>9.02%**</td>
</tr>
</tbody>
</table>

* Present Rates

** The rates listed above are established as maximum member contribution rates under this agreement. The Employer contribution rates will continue to be determined by the Plan Actuary, but in no case shall be less than the member rates. Precise determination of any adjustments to member contribution rates will be made by the Plan actuary with due consideration being given to the importance of recognizing earnings below and above the YMPE.

Furthermore, the University and the Association agree in principle to a negotiated framework for the sharing of Normal Actuarial Cost of the Retirement Pension Plan through collective bargaining. In addition, members of the Non-Professional Plan will pay the same rates. Under this framework, should the most current valuation report filed prior to May 1, 2015 show an increase in the University’s Normal Actuarial Cost to a level above 100% of the member contribution rates specified above, the University will meet with the Association to review the applicable valuation results including support for the Normal Actuarial Cost increase. This review will include documentation prepared by the Plan’s actuary who certified the new Normal Actuarial Cost requirements in respect of the UGFSEA Unit 1 members, including a summary of the underlying UGFSEA Unit 1 membership data used to prepare the valuation results.

Signed this 13 day of June, 2016 at Guelph, Ontario.

On behalf of the University of Guelph

On behalf of UGFSEA Unit 1

[Signatures]
MEMORANDUM OF UNDERSTANDING (I) – Seniority List

During the 2015 round of collective bargaining the Union raised concerns with respect to the accuracy of member start dates with the University as identified in reports that are provided under the Collective Agreement.

The Union acknowledges that it was provided with an updated report containing member start dates in preparation for negotiation of the renewal agreement.

The University and the Union agree that within sixty (60) calendar days following ratification of the renewal agreement the Union will provide the University with any concerns with respect to start dates. In addition the Union will provide the University with its requested amendments to those dates.

Provided the University agrees with the recommendations, it will make the necessary adjustments to member start dates in the Human Resources system and provide the Union with an updated listing.

Thereafter the University will administer the applicable provisions of the Collective Agreement based on the amended start dates and there will be no further opportunity to scrutinize or adjust start dates for active bargaining unit members in the future.

This process is expected to be completed prior to April 30, 2016.

Signed this 13 day of June, 2016 at Guelph, Ontario.

On behalf of the University of Guelph

[Signature]

On behalf of UGFSEA Unit 1

[Signature]
LETTER OF UNDERSTANDING #1 – Health and Performance Centre

The University shall, on a one-time only basis, and subject to programme continuance and programme availability, during the life of this Collective Agreement, reimburse regular full-time U.G.F.S.E.A. members, seventy-five percent (75%) of the cost of one (1) of the programs offered at the University of Guelph Health and Performance Centre.

Signed this 13th day of June, 2016 at Guelph, Ontario.

On behalf of the University of Guelph

On behalf of UGFSEA Unit 1

S. Williams

Shani Norton

Mike (Signature)