COLLECTIVE AGREEMENT

BETWEEN

THE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA AND LOCAL 2003
AND

THE UNIVERSITY OF GUELPH

Expiry Date
April 30, 2015
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THIS AGREEMENT

BETWEEN

UNIVERSITY OF GUELPH (herein called the “University”) of the First Part

AND

THE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA AND LOCAL 2003 (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 Division.

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 Employee 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 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 (a) above. Such discussions shall be held at a meeting(s) specifically called for that purpose. Such discussion 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 Stationary 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 clause 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 (1st) 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 CEP, Local 2003 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 Stewards will be provided with a supply of collective agreements to distribute to new bargaining unit members as outlined in 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, lay off 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, handicap, sex, sexual orientation 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 Human Rights at the University of Guelph document. 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 Human Rights at the University of Guelph document. However, the grievance process (per the Collective Agreement) and complaint process (per Human Rights at the University of Guelph document) will not normally run concurrently.

(i) 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 Human Rights at the University of Guelph document 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 process. If the immediate supervisor is the alleged harasser in the complaint, then the grievance may be submitted directly at Step 2.

(ii) Employees electing to proceed with a complaint under Human Rights at the University of Guelph 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 Steward/Unit Chair, one (1) Union Steward, and one (1) Alternate Union Steward who may act during the absence of either Steward, elected by the Union from amongst the employees in the bargaining unit who have completed their probationary period. The Chief Steward/Unit Chairperson 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 Steward/Unit Chairperson. 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 Staff Relations, or their designate.

5.02 The Union shall keep the University notified in writing of the name of the Chief Steward/Union Chair, Union Steward and Alternate Union Steward and the effective dates of their appointments.

5.03 It is understood that the Chief Steward/Unit Chair, 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 Steward/Unit Chair, 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 Steward/Unit Chair, 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 For the purpose of this article “day” shall mean a working day in Human Resources.

6.02 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 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 advice of the appropriate immediate supervisor’s decision in the following manner and sequence:
Step 1
The employee who will be accompanied by the Steward may submit the grievance in writing to the Chief Engineer’s Supervisor. A meeting will then be held between the Chief Engineer’s Supervisor or his/her designate and the employee and his/her 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:

Step 2
Within seven (7) days after the decision in Step 1 is given, the grievor, who will be accompanied by the Steward, may submit the grievance in writing to the Assistant Vice-President, Human Resources or designate. A meeting will then be held within fifteen (15) days, unless agreed to otherwise, between the Assistant Vice President, Human Resources or designate and the Steward, and a Staff Representative of the Union. A written response will be sent to the Union Office, the Union Stewards and the grievor.

6.03 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) full working days after a decision in Step 2 is given, it shall be deemed to have been settled.

6.04 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) calendar 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) calendar 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.

6.05 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.

6.06 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.
6.07 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 Steward 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, LTD, 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 (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 (a) above, notify the University that he 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 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, and at the same time nominate an arbitrator. Within five (5) days thereafter, the other party shall nominate an arbitrator, provided, however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two (2) arbitrators so nominated shall attempt to select by agreement a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of three (3) days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chair.

8.02 No persons may be appointed as an arbitrator who has 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 Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement except as expressly provided for under provincial employment statutes.

8.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the Chair will be final and binding upon the parties hereto and the employee or employees concerned.

8.06 Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expenses, if any, of the Chair of the Arbitration Board.

8.07 The time limit fixed in both the Grievance and Arbitration Procedure may be extended by mutual consent of the parties to this Agreement.

8.08 If either party fails to respond within the stated time limits, except as outlined in 8.07, the grievance shall be deemed to be forfeited to the other party.

8.09 Upon mutual agreement, the parties may elect to have a sole Arbitrator hear and determine a grievance. The Sole Arbitrator shall be selected by mutual agreement, in the following manner: the party requesting arbitration shall, in the written request for arbitration, propose three (3) Arbitrators. The responding party may, within five (5) working days from the 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 a sole Arbitrator, they shall request the Minister of Labour to appoint a sole Arbitrator. The provisions in clauses 8.02 to 8.07, above, apply in the case of the selection of a sole Arbitrator as they do to the selection of an Arbitration Board as set out in clause 8.01.

Article 9 – Seniority

9.01 (a) An employee shall be on probation until s/he has completed three (3) calendar months employment. 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 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 two (2) calendar months, 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 lay-off and recall from lay-off, 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 position for which the employee has the skills and ability to perform (as per 9.03 (a)), the University will provide the affected employee(s) who has completed his/her probationary period, notice of impending lay-off in accordance with the provisions of the Ontario Employment Standards Act.

(c) The employee noted above in 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 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 lay-off by notice sent by registered mail, unless such period is extended for reasons satisfactory to the University;

(f) Is absent due to lay-off, sickness or other similar disability, which absence continues for more than twenty-four (24) months, except in Workplace Safety 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 (i) 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.

(ii) 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:

i) Overtime shall be offered to the employee with the lowest amount of logged overtime hours in class. Following the exhaustion of the class, overtime will
be offered to the employee with the lowest amount of logged overtime hours in the next class (2nd to 3rd, or 3rd to 2nd). The University will record all hours worked outside of class to ensure compliance with appropriate legislative requirements.

ii) An employee, who is canvassed and refuses overtime, shall be logged as having worked the overtime for the purposes of maintaining an equitable distribution.

iii) 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.

iv) Overtime hours shall be logged at the time of the offering.

v) 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.

vi) All overtime, both within and outside of departmental operations 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.

vii) 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.

viii) New employees will be “recorded” with the average overtime hours when released from training.

ix) Overtime as a result of “work in progress” is not subject to 11.05(i), however the overtime will be logged. Work in progress shall be “capped” to a three (3) hour maximum.

x) At the end of the calendar year, overtime differentials shall be maintained.

11.06 (i) (a) 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 forty (40) 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).

(b) 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.

(c) 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.

(d) 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.

(ii) (a) 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.

(b) 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.

(iii) Any employee who attends a Staff Development Opportunity programme (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 his/her designate immediately.

(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 11.07 (b) becomes ill, that such arrangement will still remain in full force and effect.

11.08 (i) An employee required to change his/her scheduled shift without receiving at least twenty-four 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.

(ii) 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.

**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 two (2) hours at time and one-half (1½) his/her regular hourly rate. The minimum of this clause 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 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 (.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:

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Total Number of Vacation Days at Hourly Wage Rates</th>
<th>Total Number of Hours of Vacation Pay at Hourly Wage Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year of service</td>
<td>10</td>
<td>80</td>
</tr>
<tr>
<td>2-4 years of service</td>
<td>15</td>
<td>120</td>
</tr>
<tr>
<td>5 years of service</td>
<td>16</td>
<td>128</td>
</tr>
<tr>
<td>6 years of service</td>
<td>17</td>
<td>136</td>
</tr>
<tr>
<td>7 years of service</td>
<td>18</td>
<td>144</td>
</tr>
<tr>
<td>8-11 years of service</td>
<td>20</td>
<td>160</td>
</tr>
<tr>
<td>12-13 years of service</td>
<td>21</td>
<td>168</td>
</tr>
<tr>
<td>14-15 years of service</td>
<td>22</td>
<td>176</td>
</tr>
<tr>
<td>16 years of service</td>
<td>24</td>
<td>192</td>
</tr>
<tr>
<td>17-22 years of service</td>
<td>25</td>
<td>200</td>
</tr>
<tr>
<td>23-27 years of service</td>
<td>26</td>
<td>208</td>
</tr>
<tr>
<td>28 + years of service</td>
<td>30</td>
<td>240</td>
</tr>
</tbody>
</table>

14.05 (i) 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.
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.

(ii) Employees will normally schedule his/her annual vacation entitlement as vacation days during their maintenance shifts.

(iii) Employees must use a minimum of ten (10) days of vacation in the calendar year in which it is earned.

(iv) Employees shall be permitted to carry over a maximum of five (5) vacation days into the next calendar year.

(v) 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 their designate.

14.06 Except as provided in 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 carry-over; 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 14.04, employees shall receive four percent (4%) 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:

<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>Thanksgiving Day</td>
<td></td>
</tr>
<tr>
<td>½ day Christmas Eve*</td>
<td></td>
</tr>
<tr>
<td>Christmas Day</td>
<td></td>
</tr>
<tr>
<td>Boxing Day</td>
<td></td>
</tr>
</tbody>
</table>
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 is 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 employee 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.

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 shift, subject to the Chief Engineer or designates 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 will make every reasonable effort to agree, and will make every reasonable effort to grant time off in accordance with the employee’s wishes. It is understood that time off in lieu of holiday pay will not exceed an annual total of forty (40) hours. It is further understood that the annual twelve (12) month period is January to December.

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 clause 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 reasonable notice in accordance with departmental practice of any illness 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 clauses 16.03, 16.04 and 16.05, in each six (6) month period commencing July 1 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 right to waive the provisions of this clause 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:

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

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

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

(b) The employee shall give at least two (2) weeks written notice to his/her 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. pregnancy or parental leave benefits to the Salary Administration section of the Department of Human Resources. 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 twenty (20) weeks of employment required for E.I. benefit eligibility.

3. Terms of Paid Parental Leave

(a) 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.

(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.
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.

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.

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.

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.

17.05 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**

   Upon 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/ren). 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. 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, 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.

1. 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.

2. Seven (7) days per year of family responsibility time (FRT) will be provided to all regular full-time employees. Family responsibility time 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.

3. 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.

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

5. In addition to family responsibility time, employees may apply for an unpaid leave of absence, under the terms of Personnel Manual 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.

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 relevant Department Chair 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 of Personnel Manual Policy 503, as applicable.

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 workload and compensation (to be not more than fifty percent (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 prorated 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.
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 three (3) paid personal days 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 employees’ 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.

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 Assistant Vice-President, Human Resources or his/her appointee 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 his/her designates 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 or her classification, wage rate, current address and 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 $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 receipt for income tax purposes will be issued by the University on employee’s 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) or more consecutive shifts shall be paid a premium of $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 $3.00 per hour premium will commence from the first (1st) shift if appointed for three (3) or more shifts.

**Article 24 – Negotiating Time**

24.01 (i) 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.

(ii) 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 programme are:

(a) Sick leave as provided by Article 16,
(b) Long term salary continuation plan,
(c) Medical insurance providing major medical and semi-private hospital coverage,

(d) Group life insurance,

(e) Pension Plans,

(f) Basic medical and hospital insurance as required by legislation,

(g) Dental plan.

25.02 The University will contribute sixty-six and two-thirds percent (66\%\%) of the total cost of the benefits indicated in sub-paragraph (b), (c), (d), and (f) 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 (25.01, items (a) through (g) 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 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 programme of studies offered by the University of Guelph or University of Guelph-Humber programme 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 Assistant Vice-President, Human Resources prior to registering for the course. Approval by the Department Head/Supervisor will be required only in cases where time off the job is requested. Such approval will not be unreasonably withheld; and
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

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 seventy-five (75 percent) of the cost of tuition and exams up to a maximum of $600.00 in any one (1) calendar year provided that:

(i) Approval for the chosen course or programme must be secured in advance from the employee’s Department Head and from the Assistant Vice-President, Human Resources. The nature of the programme 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 programme 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 send by registered mail or facsimile and email, or delivered to the appropriate recipient personally. The fax numbers and email addresses of the recipient are:

| Brenda Rantz, Director of Staff Relations | Zoran Grgar |
| University of Guelph | National Representative Communications, Energy and Paperworkers Union of Canada |
| Fax # - (519) 763-2780 | Fax: # (905) 678-7868 |
| Email: brantz@uoguelph.ca | Email: zgrgar@cep.ca |

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, 2015 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.

Signed this 29th of April, 2013 at Guelph, Ontario

For the University

[Signature]

For the Communications, Energy and Paperworkers Union of Canada and its Local 2003 (CEP)

[Signature]
**Schedule “A”**

Term: 3 years May 1, 2012 to April 30, 2015

**Effective May 1, 2012** (retroactive to May 1, 2012 on all hours paid)
- 2.00% adjustment to base wages (all classifications)

**Effective May 1, 2013:**
- 2.00% adjustment to base wages (all classifications)

**Effective May 1, 2014:**
- 2.00% adjustment to base wages (all classifications)

<table>
<thead>
<tr>
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<th>01-May-12</th>
<th>01-May-13</th>
<th>01-May-14</th>
</tr>
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<tbody>
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<td></td>
</tr>
<tr>
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<td>33.41</td>
<td>34.07</td>
<td>34.75</td>
</tr>
<tr>
<td>Job Rate</td>
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<td>34.83</td>
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<td><strong>Third Class Engineers</strong></td>
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<td></td>
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<td>29.93</td>
<td>30.53</td>
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<tr>
<td>Job Rate</td>
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<td>30.68</td>
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<tr>
<td><strong>Fourth Class Engineers</strong></td>
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<td>Start Rate</td>
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<tr>
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<tr>
<td>Job Rate</td>
<td>21.82</td>
<td>22.25</td>
<td>22.70</td>
</tr>
</tbody>
</table>

2. 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 ($.45) per hour on shifts commencing between 1200 hours and 1800 hours;
   
   (c) Seventy cents ($.70) per hour shifts commencing between 1800 hours and 0600 hours the following morning.

3. The premiums mentioned in paragraph 2 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.
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:

i) Current departmental practices with regard to the issuance of work clothing will continue or be enhanced.

ii) The initial selection styles and fabrics will include consultation with the employees. However, the University reserves the right to make the final selection.

iii) The work clothing remains the property of the University and is not to be distributed to anyone other than the employee.

iv) Employees will be required to turn-in worn-out/damaged clothing prior to the issuance of any replacement.

v) 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.

vi) 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.

vii) Upon submission of a CSA approved receipt, employees will be provided with $175.00 once annually with no carry-over 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 the Communications, Energy and Paperworkers Union of Canada and its Local 2003, 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 the CEP and its Local 2003, it is agreed that the 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.

<table>
<thead>
<tr>
<th>Week 1</th>
<th>Week 2</th>
<th>Week 3</th>
<th>Week 4</th>
<th>Week 5</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>D D D D</td>
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<td>M M M M</td>
<td>M M M M</td>
<td>M M M M</td>
<td>M M M M</td>
</tr>
</tbody>
</table>

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:

The recording of vacation (Article 14); floaters (clause 15.01) and sick leave (Article 16) use will be 1 ½ days for each 12 hour shift. The intent is to ensure that no additional costs or time off are generated in these or any other article/clauses of the Collective Agreement as a result of the implementation of 12 hour shifts. 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. With regard to floaters on Christmas Eve and New Year’s Eve (clause 15.01), it is understood that premium pay will be paid for four (4) hours only and not six (6) hours. With regard to clause 16.01, three (3) days sick leave equals twenty-four (24) hours. With regard to 16.03, five (5) days equals forty (40) hours. With regard to 16.06, one (1) full-day of absence equals eight (8) hours and two (2) full days of absence equals sixteen (16) hours. With regard to 17.02, five (5) days equals forty (40) hours. With regard to 17.03, three (3) days equals twenty-four (24) hours. With regard to 17.06, seven (7) days equals fifty-six (56) hours. With regards to 17.09, three (3) days equals twenty-four (24) hours. With regard to 18.01, three (3) days equals twenty-four (24) hours. With regard to Memorandum of Understanding B, amend references to “midnight shift” to “night shift”. With regard to Clause 11.05, this clause applies to “overtime” and not “shift-changes” as provided for under clause 11.08. With regard to
clause 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 the Communications, Energy and Paperworkers Union of Canada and its Local 2003, and the University of Guelph & Guelph-Humber programmes, 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 programme will be paid by the University for up to eight (8) semesters for undergraduate degree or associate diploma programme 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 Programme (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 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 seventy percent (70%) upon admission, whichever is higher. Students admitted to a programme who do not meet the scholastic requirement may be eligible by satisfying the academic continuation requirements of their programme 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 programme. Those dependent children who do not meet scholarship requirements may also receive financial assistance.

Dependent children or spouses wishing to receive a scholarship for any semester during the academic year of August 1 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.

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 dependent of the employee before the age of 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 the Communications, Energy and Paperworkers Union of Canada and its Local 2003 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 representative from CEP will be a member of the Joint Health and Safety Committee. In addition, the University recognizes one 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 the CEP, it is agreed that the achievement of employment equity is desirable and that CEP 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 the Communications, Energy and Paperworkers Union of Canada and its Local 2003, the University agrees to reimburse any CEP 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 (OH), will advise the Union of those employees working with OH 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 Central Utilities 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 - Pension Plan Amendments

The University shall provide the Union with notice of any and all Pension Plan text amendments made to the Retirement Plan which directly impact members of the bargaining unit.

The University shall also provide the Union with a copy of the Pension Plan Actuarial Valuation, the financial statements, the annual investment returns (AIR’s) and any other relevant information provided to the regulatory authorities (FSCO, et al). It is agreed that when this information is made publically available on the University’s website then a link will be provided in lieu of a hard copy.

**Early Retirement**

- Effective May 1, 2013 the Retirement Plan will be amended to amend unreduced early retirement upon attaining Factor 90, minimum age 60 for future service for all CEP members.
- Effective on May 1, 2013, the Retirement Plan will be amended to eliminate the following portion of Section 9.02 Early Retirement, Section (a)(ii), for members who have not yet attained age 60:

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

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

**Termination Benefits**

- Effective May 1, 2013, the Retirement Plan will be amended to remove the minimum termination benefit of two times (2x) the accumulated member’s required contributions for CEP members in respect of pensionable service accrued on or after May 1, 2013.
- Effective May 1, 2013 for future pensionable service, remove all early retirement subsidies for members who terminate plan membership before age 55.
Contribution Rates

The following contribution rates are agreed to for CEP Members in the Retirement Plan:

<table>
<thead>
<tr>
<th>Table of Proposed Contribution Rates:</th>
<th>May 1, 2012</th>
<th>May 1, 2013</th>
<th>May 1, 2014</th>
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<tbody>
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<td>Effective Date:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Below YMPE</td>
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<td>5.55%</td>
<td>6.55%</td>
</tr>
<tr>
<td>Above YMPE</td>
<td>6.25%</td>
<td>7.25%</td>
<td>8.25%</td>
</tr>
</tbody>
</table>
Letter of Agreement L - Standard Operating Procedures

The University shall develop written Standard Operating Procedures for all major equipment which is the responsibility of Bargaining Unit members.
Letter of Agreement M – Inclement Weather

(i) Inclement Weather

Employees are expected to report for work as schedule. Occasionally severe weather conditions may make it difficult for all employee 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.

(ii) Early Departure/Emergency Closing

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

(a) Employees who are granted time off for early departure or closure will not receive premium rates for time not worked on such days.

(b) Vacation and sick leave charges will not be reduced by an equivalent amount of time off as granted, unless the employee is already off on vacation or sick leave.

(c) Employees working shifts who are relieved from one shift to another are not allowed to leave early. It is stressed that time off for heat, snow storms, etc. is not a matter of legal obligation.

(d) Essential Services and associated positions will be identified and the employee will be notified as per H.R. Policy 512 and any applicable departmental policy (e.g. Physical Resources “Designation of Essential Staff 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).
Letter of Agreement N - 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.

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