

COLLECTIVE AGREEMENT
BETWEEN
THE UNITED STEEL, PAPER AND
FORESTRY, RUBBER MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION (USW)

On behalf of

Local 4120



And

THE UNIVERSITY OF GUELPH



EXPIRY DATE

October 31, 2021

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This Agreement made this 3rd day of September, 2020.

Between

THE UNIVERSITY OF GUELPH
(hereinafter called the "University")

OF THE FIRST PART

and

THE UNITED STEEL, PAPER AND FORESTRY, RUBBER MANUFACTURING, ENERGY ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW)

(hereinafter called the "Union")

OF THE SECOND PART

Now, therefore, the Parties are agreed as follows:

ARTICLE 1 – DEFINITIONS

- 1.01 "Employee" means an employee of the University included in the bargaining unit as defined in paragraph 3.01 of this Agreement.
- 1.02 Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included.
- 1.03 "Day" means working day for the individual concerned unless otherwise specifically stipulated. In the case of grievance administration, "day" means a working day in the University's Human Resources Division.
- 1.04 "Vacation year" and "year" means the period from January 1st to December 31st annually.
- 1.05 "Lay-off" means cessation of employment because of lack of work in an employee's salary band or the discontinuation of a function or facility of the University.
- 1.06 "Regular full-time" means an employment class at the University conferring upon its incumbents the anticipation of:
 - (a) hours of work of normally thirty-five (35) or thirty-seven and one-half (37½) hours per week for agricultural workers and agricultural assistants.
 - (b) an indeterminate term of employment.
- 1.07 "Temporary full-time" means an employment class at the University conferring upon its incumbents the anticipation of:
 - (a) hours of work of normally thirty-five (35) or thirty-seven and one-half (37½) hours per week for agricultural workers and agricultural assistants.

- (b) except as provided in Article 17.01 (a) determinate term of employment not to exceed twenty-four (24) months.
- 1.08 “Paid status” means drawing wages for time worked, for paid sick leave, for paid holidays, for vacation leave, for bereavement leave, for jury duty, for military leave, paid/unpaid parental leave, Union leave and for periods of Workplace Safety and Insurance Board (WSIB) benefits.

ARTICLE 2 – PURPOSE

- 2.01 The purpose of this Agreement is to secure the benefits of collective bargaining, a method of settling any difference between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement, and to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the University and the Union.

ARTICLE 3 – RECOGNITION

- 3.01 The University recognizes the Union as the sole and exclusive bargaining agent for all employees of the respondent employed or normally performing a major part of their work at its campus at Guelph, except for:
- (a) members of the University faculty;
 - (b) all persons employed in Human Resources;
 - (c) secretaries to academic and administrative department heads and to persons above those ranks;
 - (d) all persons employed in a professional capacity in the fields of engineering, accounting, purchasing, library science, administration, medicine, nursing, student counseling, information technology, and scientists within Laboratory Services Division;
 - (e) administrative and executive assistants to department heads or persons above that level;
 - (f) construction Coordinators and persons above those levels in the Directorate of Physical Resources;
 - (g) all persons employed in the offices of the President, Vice-President, Academic and Vice-President, Administration;
 - (h) all persons paid from trust funds and grants;
 - (i) all persons regularly employed for not more than twenty-four (24) hours per week averaged over a two (2) week pay period;
 - (j) students employed during their school vacation period or first off semester period in a year;

- (k) the supervising and confidential clerk in the office of the Dean of the College of Social and Applied Human Science;
 - (l) the confidential clerk in the Department of Animal and Poultry Science and in any other department where the personal strength is greater than fifty (50) and such appointment is deemed necessary by the University;
 - (m) Sports Coaches;
 - (n) persons in other bargaining units;
 - (o) supervisors and persons above the rank of supervisor.
- 3.02 Should any new position be established within the University which the Union claims to fall within the bargaining unit defined in paragraph 3.01 hereof, the question as to its inclusion or exclusion from the bargaining unit shall be determined by mutual agreement, through the established process detailed in the Settlement between the parties dated February 5, 2008, or in the absence of such agreement, by resort to the Grievance and Arbitration Procedure provided in this Agreement.
- The Arbitrator shall determine the inclusion or exclusion of any new position in dispute based on its relationship to other jobs that are included in the bargaining unit.
- 3.03 This Agreement contains all the terms and conditions agreed upon by the University and the Union and, during the term of the Agreement, neither will be required to negotiate, except by mutual agreement of the Parties, on any further matter affecting these terms and conditions or on any other subject not included in this Agreement.

ARTICLE 4 – MANAGEMENT FUNCTIONS

- 4.01 The Union acknowledges that it is the function of the University to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees provided that a claim of discriminatory promotion within the bargaining unit, demotion or lay-off or that an employee has been suspended, discharged or otherwise disciplined without just cause, may be treated as a grievance as provided under the Grievance Procedure;
 - (c) maintain and enforce reasonable 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 matter concerning the operation of the University not otherwise specifically dealt with elsewhere in this Agreement.

- 4.02 The University agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.
- 4.03 Employees who are excluded from the bargaining unit and Work Study Students shall not perform the regular work of employees in the bargaining unit where in doing so such action directly results in the lay-off of bargaining unit employees or in the permanent elimination of a bargaining unit position. The University agrees, upon request by the Union, to utilize the Labour/Management Committee process to review issues or concerns the Union may have with regard to this clause.
- 4.04 The University will not replace a regular full-time position within a department, with two (2) or more part-time employees, whose combined hours equal or exceed that of the regular full-time position.

ARTICLE 5 – RELATIONSHIP

- 5.01 The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of disability, gender (described as “sex” in the Ontario Human Rights Code and including pregnancy and gender identity), sexual orientation, race, colour, ancestry, place of origin, ethnic origin, citizenship, creed (faith), age, marital status, family status, same-sex partnership status, or political status, or record of offences unless the employee’s record of offences is a reasonable and bona fide qualification because of the nature of employment.
- 5.02 No discrimination, intimidation, restraint or coercion shall be exercised or practiced by the Union or any of its representatives or members with respect to any employee; neither shall there be any solicitation on University premises by the Union or any of its representatives or members, during work hours if such solicitation will interfere with the operational requirements of the University.
- 5.03 The University shall maintain a work environment that is free from harassment. Harassment is a form of discrimination based on one or more of the prohibited grounds identified by the Ontario Human Rights Code or by the University’s Human Rights Policy. The Code defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.” Harassment may be either subtle or blunt and may include verbal or physical abuse, jokes, slurs, graffiti, pejorative or demeaning names, hate group activity and ostracism.

Personal conduct or behaviour also constitutes harassment, whether or not it is based on prohibited grounds set out in this Article, when it creates an intimidating, demeaning or hostile working environment.

Sexual harassment will not be permitted by any agent or employee of the University towards any other employee, student or visitor. Sexual harassment can include a sexual advance, request for sexual favours or sexual flirtation or banter that is known, or ought reasonably to be known, to be unwanted. It is particularly serious where the solicitation or advance is made by any person in a position to grant, confer or deny a benefit, privilege or advancement to the person subjected to the harassment.

5.04 An employee may elect to submit a grievance alleging harassment under the Collective Agreement or to file a complaint under The University's Human Rights Policy (Policy as Approved by Board of Governors April 11th, 2002). However, the grievance process (per the Collective Agreement) and complaint process (per The University's Human Rights Policy) will not normally run concurrently.

(a) An employee who elects to file a grievance under the Collective Agreement shall, if they wish, have access to the mediation process in The University's Human Rights Policy prior to Step 1 of the grievance procedure and may be accompanied by a Union representative during the process, if they choose. An employee may withdraw from the mediation process at any time and resume the grievance process.

(b) Employees electing to proceed with a complaint under The University's Human Rights Policy shall have the right to be accompanied by a Union representative at any stage of the process.

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

5.06 The University and the Union shall work together in the interest of achieving a violence free workplace. Workplace violence is defined as any incident in which an employee is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace.

It is expected that employees or the Union on their behalf will report incidents of workplace violence to their immediate supervisor or, as appropriate, the next level of supervision (and/or, Campus Police as specific circumstances dictate) and, as necessary, file an incident report detailing the incident including any directly related damage to property. Such reported incidents will be investigated by the University. The outcome of such investigation will be communicated to the Union. If the complaint is not resolved to the satisfaction of the member or the Union, a grievance may be filed at 2nd step.

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

ARTICLE 6 – NO STRIKE, NO LOCKOUT

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

ARTICLE 7 – MEMBERSHIP IN THE BARGAINING UNIT AND DEDUCTION OF DUES

7.01 The University agrees to deduct from the pay of each employee in the bargaining unit, on a per pay basis, such union dues, fees and assessment as prescribed by the Constitution of the Union.

7.02 The University shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Cambridge Area Office, payable to the International Treasurer of the Union.

7.03 The monthly remittance shall be accompanied by a statement listing:

- (a) the name of each employee from whose pay deductions have been made and the total amount deducted for the month;
- (b) the names of the bargaining unit employees from whom no deductions have been made and the reasons why. The monthly remittance will also include the Union's "Summary of Union Dues" form.

7.04 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of or by reasons of, deductions made or payments made in accordance with this Article.

7.05 The University agrees to record total Union dues deductions paid by each employee on their T-4 Income Tax Receipt.

7.06 The University will provide a list of Regular Full-Time arrivals, departures, secondments, leaves of absences and members on Long-term disability, to the Union on a monthly basis.

ARTICLE 8 – UNION REPRESENTATIVES AND GRIEVANCE COMMITTEE

- 8.01 The University acknowledges the right of the Union to appoint or otherwise select up to one (1) Union Steward for each thirty (30) employees from among employees who have completed their probationary period.
- 8.02 The Union will inform the University in writing of the names and positions of its Executive and of the names and areas of jurisdiction of its Union Stewards.
- 8.03 The University shall be informed, in writing by the Union, of the effective date and term of appointment of its Executive and Union Stewards. Persons so elected or appointed will be recognized by the University for purposes of this Article during their term.
- 8.04 The University shall recognize a Union Grievance Committee of not more than three (3) people selected by the Union.
- 8.05 It is understood that a Union Steward or Committee person has regular work to perform and that if it is necessary to service a grievance or to attend a mutually agreed to meeting during working hours, they will not leave work without first obtaining the permission of their immediate supervisor which shall not be unreasonably withheld. They shall state their destination to their immediate supervisor and shall report again to their supervisor at the time of their return to work.
- 8.06 The Parties agree that there will be a joint Labour/Management Committee consisting of up to three (3) representatives from the University and up to three (3) representatives selected by the Union, one of which shall be the Local Union President. The Staff Representative of the Union may also attend such meeting. Meetings will be held on a bi-monthly basis (i.e. once every two (2) months) and each party shall submit to the other fourteen (14) calendar days before a meeting, a written summary of the topics to be discussed at the upcoming meeting. All agenda items must be mutually agreed to prior to being placed on the agenda or discussed at this meeting. The Labour/Management Committee structure will be the forum used by the parties to discuss significant changes in the workplace organization or structure that impact members covered under this agreement. The University will make best efforts to inform the Union of its plans and their impact prior to implementation. The University will consider any suggestions or input from the Union where practicable. Meetings will not be used to discuss matters which are the subject of a grievance nor to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the Collective Agreement. A representative of each party shall be designated Co-Chairperson, and the two (2) persons so designated shall alternate presiding over meetings.

8.07 Negotiating Committee

The University agrees to recognize a Negotiating Committee comprised of not more than eight (8) representatives of the Union, one (1) of which shall be the Local Union President along with the International Union Representative(s). Bargaining Unit representatives on the Negotiating Committee will suffer no loss of regular straight time pay for time spent during regular working hours in negotiations with the University.

8.08 All leave to attend any University endorsed committee meetings on behalf of the Union or to service a grievance up to and including step two (2) during regular working hours shall be without loss of pay.

8.09 Executive Union Leave

The University will grant leave with pay to two (2) non-probationary employees, who have been elected or appointed by the Union in order that they may conduct business on behalf of the Local Union. The University shall compensate the employees at their current wage rate or at Band 5 wage rate, whichever is greater, in accordance with the USW 4120 Salary Grid.

In addition to the above, upon request by the Union and subject to the University's operational requirements, leave without pay will be granted to one (1) non-probationary employee, who has been elected or appointed by the Union in order that they can conduct business on behalf of the Local Union. An employee on such leave of absence will continue to be paid by the University but the Union shall, on a monthly basis, reimburse the University for the cost of wages and benefits as invoiced by the University.

The employee(s) will return to their position at the end of the leave. If during the leave period, the employee's regular full-time position is declared redundant, the employee will be notified, and may elect to invoke their rights under Article 25, or the employee may elect to delay participation in the redeployment process until a period no less than one (1) month prior to their expected return to work date.

Employees on Executive Union Leave will be offered the opportunity to be included in any position specific upgrading and/or training being provided to the employee (temporary full-time or seconded regular full-time) covering during the temporary absence of the employee on Executive Union Leave. If the employee's previous position continues to exist, but as a result of the employee's extended absence from their position, the University determines the employee is no longer qualified to fulfill the requirements of their previous position, the employee will be provided with a reasonable amount of training, as determined by the University, to enable the employee to resume their previous position, and failing that, the employee will be placed on the redeployment list as provided for under Article 25.

In the event an employee on Union Executive Leave elects not to return to their regular full-time position upon completion of their leave, or otherwise opts to resign or retire from the University during their term, the temporary full-time employee who has been providing leave coverage for a period of twenty-four (24) months or greater will be afforded level 1 consideration in accordance with 18.03(a)(1) for the resulting vacancy.

8.10 International/Local Union Leaves

Provided the leave will not unduly interfere with operations, the University will grant a leave of absence without pay for up to one (1) year to allow an employee to assume an official position with the International Union or with the Local Union. A request for such leave shall be made in writing by the Union as far in advance as possible, but in any event no less than one (1) month prior to the commencement of the requested leave. This leave shall be limited to not more than four (4) employees from the bargaining unit at any one (1) time. The University shall grant year to year extensions, to a total maximum of three (3) years leave of absence, with at least one (1) month notice prior to the end of the leave.

An employee on such leave of absence will continue to be paid by the University, but the Union shall, on a monthly basis, reimburse the University for the cost of wages and benefits as invoiced by the University. The employee(s) will return to their position at the end of the leave. If during the leave period, the employee's regular full-time position is declared redundant, the employee will be notified, and may elect to invoke their rights under Article 25, or the employee may elect to delay participation in the redeployment process until a period no less than one (1) month prior to their expected return to work date.

If the employee's previous position continues to exist, but as a result of the employee's extended absence from their position, the University determines the employee is no longer qualified to fulfill the requirements of their position, the employee will be provided with a reasonable amount of training, as determined by the University, to enable the employee to resume their previous position, and failing that, the employee will be placed on the redeployment list as provided for under Article 25.

8.11 The University will grant up to a total of one hundred (100) days, per contract year, leave of absence without pay to attend to Union education courses and tend to other University related union duties not otherwise provided in this Collective Agreement. Such time off is subject to operational requirements for those individuals selected. Such permission shall not be unreasonably withheld. The Union will provide at least ten (10) days notice to the University of the names of employees for whom such leave is being requested, (reimbursement as per 13.02).

8.12 New regular full-time employees hired into bargaining unit positions, will be provided with one (1) hour off work with pay during their 1st or 2nd month of

employment, in order to meet with the Local Union President or designate. Time off will be subject to the operational requirements of the employee's unit and supervisory approval (which will not be unreasonably withheld).

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the Parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an Employee or the Union on their behalf, has no grievance until the employee's immediate supervisor has been given an opportunity to adjust the complaint. If an employee has a complaint they shall discuss it with their immediate supervisor within fifteen (15) days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The immediate supervisor shall be allowed seven (7) days to communicate their answer to the complainant. Failing settlement, it may then be taken up as a grievance. In the case of a job competition grievance, it is understood that the appropriate supervisor will be the recruiting supervisor. A grievance is defined as a complaint with respect to the application, interpretation, administration or alleged violation of this Agreement. At any stage of the grievance procedure (including the verbal complaint stage) the grievor may be accompanied by a Union representative, who may be an employee of the University.

Step 1

Within seven (7) days of the supervisor's decision the employee or the Union may present the alleged grievance in writing, on a form agreed to by the University and the Union, to their supervisor's supervisor. Each written grievance shall be signed by the grievor or the Union and shall include:

- (a) the date of presentation;
- (b) the nature of the grievance;
- (c) the remedy sought;
- (d) the paragraph or paragraphs of this Agreement allegedly violated or the alleged occurrence said to have caused the grievance.

The supervisor's supervisor will meet with the grievor within seven (7) days to discuss the grievance. The employee may be assisted in the presentation of the grievance by a Union representative who may be an employee of the University. Failing an immediate settlement, the supervisor shall deliver the decision in writing to the employee and to the Union within seven (7) days following the presentation of the grievance.

Step 2

If not settled at Step 1, the grievor or the Union together with a representative of the Union Grievance Committee, as hereinafter constituted, may submit the

alleged grievance to the Associate Vice-President (Human Resources) or designate within seven (7) days of the reply of Step 1. The Associate Vice President (Human Resources) or designate shall meet with the grievor, the Union Grievance Committee, and the Local Union President within ten (10) days of the presentation of the grievance. A Representative of the International Union may also be in attendance if requested by either Party. The Associate Vice-President (Human Resources), or designate shall render their decision in writing to the grievor and to the Chair of the Union Grievance Committee within ten (10) days of the above meeting.

Step 3

Failing settlement of the grievance at Step 2, the Union may submit grievance to arbitration as hereinafter provided within thirty (30) days of the receipt of the decision at Step 2.

9.02 After a grievance has been filed, the time limits outlined in 9.01 may be extended by agreement between the Union and the University. Where no such agreement has been made and the time limits as described have not been followed, or where an agreed extension has expired, either party may advance the grievance to the next step of the grievance procedure including arbitration. However, the grievance shall be deemed abandoned if the party having filed the grievance does not advance the grievance to arbitration within thirty (30) days from the receipt of the decision at Step 2.

9.03 Policy Grievance

A grievance arising directly between the University and the Union (which could not normally be grieved by an individual employee) shall be initiated at Step 2. Any grievance by the University or the Union as provided herein shall be commenced within fifteen (15) days after the grieving party became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.

9.04 Group Grievances

When two (2) or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step 1 of the grievance procedure.

9.05 Personal Discussion

Nothing herein shall be deemed to preclude an employee, who may choose to have a Union representative present, from initiating discussions with regard to problems, personal or job related, with supervisors or members of the Human Resources Department as appropriate. Nothing herein shall be deemed to

preclude a Supervisor, Department Head, Director or Dean from meeting with the Union, provided no agreements are reached which are inconsistent with the provisions of the Collective Agreement or without approval of Staff Relations.

- 9.06 The subject matter of meetings requested by Management shall be made known to the participants as far in advance as possible.

ARTICLE 10 – PROVISIONS RE. DISCIPLINE, DISCHARGE AND SUSPENSION

- 10.01 (a) During the probationary period an employee may be terminated at any time at the sole discretion of the University. The Parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or substitute or provide any other remedy in the case of the discharge of a probationary employee unless the discharge was discriminatory or made in bad faith.
- (b) The termination of employment of a temporary full-time employee at the end of a predetermined period or upon completion of a specific project for which they were hired shall not be the subject of a grievance. The University shall send to the Union a copy of any temporary full-time appointment letter within five (5) working days of receipt of the Employee Data Form in Human Resources.
- 10.02 Bargaining Unit members required to attend meetings that could result in discipline shall be advised of their right to Union representation.
- 10.03 Where an employee is suspended or discharged after the completion of their probationary period, themselves and the Union shall be informed, at the same time, of their discharge or suspension. The employee's supervisor will encourage the employee to exercise their right to have a Union Representative present at this meeting. Staff Relations will inform the Union in advance of such meetings. A written confirmation of said discharge or suspension shall be provided to the employee and the Union within one (1) day.
- 10.04 An employee who has completed their probationary period and to whom paragraph 17.01(a) does not apply, may initiate a grievance at Step 2 of the Grievance Procedure alleging that they have been unjustly discharged or suspended. Such grievance shall be filed within five (5) days after the discharge or suspension has been effected.
- 10.05 A grievance dealing with a discharge or suspension may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the University's action in discharging or suspending the employee;
- (b) reinstating the employee without loss of seniority and with full compensation for time and credits lost; or

(c) by any other arrangement which may be deemed just and equitable by the Parties or an Arbitrator.

- 10.06 The Union shall receive a copy of all written reprimands given to employees covered by this agreement.
- 10.07 It is agreed that disciplinary letters within employees' Human Resources files shall be removed after a two (2) year period provided that no further discipline has been recorded within that two (2) year period.
- 10.08 Employees who have completed their probationary period have the right to review their Human Resources files no more than once yearly. In order to do so, employees are to submit their request in writing to the Staff Relations Section of the Human Resources Department. An appointment to review the Human Resources file will be arranged within three (3) working days of the receipt of the request or within practical limitations. An employee involved in a grievance or complaint along with the Union will be allowed to view the employee's file. An employee may request and shall be provided with a photocopy of any document of which they would normally have a copy. Requests for copies of other documents shall not be unreasonably withheld.

ARTICLE 11 – ARBITRATION

- 11.01 When either Party to the Agreement determines that a grievance be submitted for Arbitration, they shall give notice in writing addressed to the other Party of this Agreement.
- 11.02 The arbitration procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of six (6) Arbitrators set out below:

Louisa Davie	Pam Picher
Paula Knopf	Gerald Charney
Kevin Burkett	Rob Herman

Should the Arbitrator slated for rotation not be available within a six (6) month period then the next Arbitrator in rotation shall be contacted for availability. Should they not be available the matter shall be referred to the next Arbitrator and so on until the full list of arbitrators has been exhausted at which point the original Arbitrator scheduled will be requested to hear the matter. Nothing in this Article shall preclude the Parties, where practical and upon mutual consent, from selecting other Arbitrators than those contemplated above.

- 11.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 11.04 The Arbitrator shall hear and determine the grievance as filed and their decision shall be final and binding on those parties hereto and the employees.

- 11.05 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.
- 11.06 The Parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The Parties will otherwise bear their own expense with respect to any arbitration proceedings.
- 11.07 The Party advancing to arbitration shall be responsible for informing any third party likely to be adversely affected:
- (a) of the time and place of the Arbitration;
 - (b) of the matter to be heard at Arbitration;
 - (c) of the right of that third party to be present and represented.

ARTICLE 12 – SENIORITY

- 12.01 The purpose of this article is the provision of increased job security and increased protection of accrued benefits in relation to length of employment, always provided that ability to perform the work required is a prime requisite.
- 12.02 Except as provided for in 12.10 (b), an employee shall be on probation until they have completed six (6) months continuous regular full-time employment.
- 12.03
- (a) Probationary employees will be given a written progress report upon completion of three (3) months service. Both the employee and the supervisor will be notified that a review is required.
 - (b) A letter will be sent to probationary employees, with a copy to the Union, informing them of the successful completion of their probation and their new rates of pay, or the employees shall be deemed to have completed probation.
- 12.04 A seniority list is established for employees in the bargaining unit. All employees who have completed probation shall be included on the seniority list. Seniority shall be calculated from the employee's original date of hire as a full-time employee with the University, provided there have been no interruptions in employment. Paid and unpaid leaves, as are provided for under this agreement, shall be deemed as continuous service for the sole purpose of bargaining unit seniority.
- 12.05 The University agrees to maintain an up-to-date seniority list and to supply the Union with copies of such list, it being understood that the list shall not be supplied to the Union more frequently than once every six (6) months. Union officials may have access to up-to-date seniority information on an "as required" basis. Such lists shall be provided in a suitable electronic format as required by the Union.
- 12.06 In all cases of job competition within the bargaining unit, seniority shall be exercised as outlined in 18.02(d).

- 12.07 An employee shall be terminated if they:
- (a) voluntarily leave the employ of the University;
 - (b) are discharged and are not reinstated through the Grievance or Arbitration Procedure;
 - (c) are absent from work for three (3) consecutive working days without notifying the University within that period, unless failure to notify is due to circumstances beyond the employee's control;
 - (d) without reasonable explanation, fail to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
 - (e) fail 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) are absent due to lay-off, where such absence continues for more than twenty-four (24) months.
- 12.08 It shall be the duty of the employee to notify the University promptly of any change of address. If an employee fails to do this, the University shall not be responsible for failure of a notice sent by registered mail to reach such employee.
- 12.09 An employee who transfers to a position outside the bargaining unit shall retain their seniority accrued to the date of transfer for a period of three (3) years from the date of leaving the unit. The employees name will not appear on the seniority list.
- 12.10
- (a) If appointed to a regular full-time position with no break in employment or a break of three (3) weeks or less, a temporary full-time employee will be credited for time worked against credited service for the purposes of vacation, sick leave, tuition waiver, service review date, paid holidays and seniority. It is understood that every regular full-time employee will serve only one (1) probationary period.
 - (b) Temporary full-time employees who have been employed for greater than nine (9) months and who are subsequently appointed as a regular full-time employee and who are performing the same job duties, for the same department as they did during the temporary appointment, will be deemed to have completed their probationary period as outlined in Article 12.02.
- 12.11 An employee whose position had previously been excluded from the bargaining unit, but whose position is now included in the bargaining unit, shall be granted one (1) year of seniority for each year of continuous full-time employment with the University. (For clarity 8, 9, or 10 month continuous limited term appointments will be deemed as continuous employment for the purpose of crediting bargaining unit seniority).

ARTICLE 13 – LEAVES OF ABSENCE

13.01 The University may, subject to operational requirements, grant leave of absence without pay to an employee. A request for such leave of absence shall be in writing and shall be submitted to the supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the University as soon as possible. The granting of such leave may not be unreasonably withheld. The supervisor shall respond within ten (10) working days. Seniority shall accrue during a leave of absence. Normal benefit cost-sharing continues for unpaid leaves of absence of one (1) month duration or less. For unpaid leaves of greater than one (1) month, normal benefit cost sharing continues for the first month of the leave. Thereafter, the employee may elect to continue coverage for one (1) or more of the benefits enrolled in prior to the leave, if the employee prepays monthly in advance the full premium or contribution cost (employer and employee cost) of the benefits.

13.02 Union Leave

Employees who are elected or appointed by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay by the University provided the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall less than seven (7) calendar days written notice of the names of employees in respect of whom leave is being requested be given.

Employees on such leaves of absence will continue to be paid by the University, but the Union shall reimburse the University for the cost of wages and benefits as invoiced by the University.

If the employee's previous position continues to exist, but as a result of the employee's extended absence from their position, the University determines the employee is no longer qualified to fulfill the requirements of their position, the employee will be provided with a reasonable amount of training, as determined by the University, to enable the employee to resume their previous position, and failing that, the employee will be placed on the redeployment list as provided for under Article 25.

13.03 Bereavement Leave

The University will grant up to five (5) days of paid leave in the event of the death of an employee's spouse or same-sex partner, children, step-children, parent, step-parent, sibling, or step-sibling. The University will grant up to three (3) days of paid leave in the event of the death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or ward. An employee whose vacation is interrupted because of bereavement as outlined above, will have the appropriate number of vacation days (5 or 3) reinstated.

13.04 **Family Medical Leave**

In accordance with the conditions, provisions and definitions of the *Employment Standards Act*, the University will provide Family Medical Leave without pay to an employee for a period of up to eight (8) weeks to provide care to a specified family member if a qualified health practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death occurring with a period of twenty-six (26) weeks. The employee will continue to accumulate seniority during the period of leave. Normal benefit cost-sharing will continue during the first sixty (60) days of unpaid leave, following which an employee wishing to continue all or a portion of their benefits will be responsible for both the Employer and employee share of benefit costs as invoiced by the University.

13.05 **Jury Duty**

Absence for jury duty is an excused absence and the University agrees to pay an employee who is required to serve as a juror, the difference between the regular pay they would have received for work which they were scheduled to perform during the period of their absence and the amount received by them as a juror. It shall be the responsibility of the employee to provide proof of the period served as a juror and the amount paid to them for such services. In addition, an employee who is subpoenaed as a witness shall receive full regular pay for such absence, provided the litigation was not initiated by the employee.

13.06 **Military Leave**

The University may grant a leave of absence of up to two (2) weeks duration for the purposes of military service and will compensate the employee for whatever difference exists between the military pay they received, as evidenced by a statement from the proper authority, and their normal University wages or salary.

13.07 **Political Leave**

Employees running for election shall be entitled to a leave of absence without pay on the following basis:

- (a) Election to the Parliament of Canada: one (1) month.
- (b) Election to the Legislature of Ontario: one (1) month.
- (c) Election to the Municipal Council or Board of Education: five (5) working days.
- (d) Election to Mayor or Chairperson or City/Town/Regional Council: ten (10) working days. Such leave need not be taken on consecutive days.

13.08 **Time Off to Vote**

Employees who are enfranchised to vote shall be allowed time off for Ontario Provincial elections or Federal elections, without loss of pay, as defined by Federal or Ontario Provincial legislation.

13.09 Family Responsibility Time

The provision of family responsibility time, separate from sick 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.

- (a) The operational requirements of the University must be met. However, it is recognized that effort will be required to accommodate requests for family responsibility time (FRT).
- (b) Seven (7) days at any given time of FRT will be provided to all regular full-time employees. Two (2) days of FRT will be provided to temporary full-time employees. FRT may be used in amounts not less than one (1) hour, will be requested in advance if possible, and will be granted unless precluded by operational requirements.
- (c) FRT will be available on a “borrow” basis, to be repaid by mutual agreement between employee and supervisor. FRT can be repaid by, for example, working shortened lunch breaks, starting work earlier or working late. The minimum arrangement for re payment of FRT time must be in segments no less than ½ hour. This time is not considered overtime and does not accrue at the overtime rate. Only when an employee is requested by their supervisor to work approved overtime, will the time be calculated at the appropriate overtime rate (and may be applied toward any outstanding FRT balance due).
- (d) Employees may draw FRT repetitively provided they do not exceed seven (7) days owing at any given time. Time owing must be cleared by March 1st of the following year failing which any remaining amount will be deducted from a regular full-time employee’s annual vacation or through a mutually agreeable repayment plan. A temporary full-time employee with outstanding time owing at time of termination will have such amount deducted from their final pay.
- (e) In addition to FRT, employees may apply for an unpaid leave of absence as outlined in Article 13.01 to accommodate their family responsibilities.
- (f) A Department head in consultation with the Director of Human Resources (Staff Relations) may elect to waive all or a portion of family responsibility time owing in exceptional circumstances.

13.10 Paid Personal Leave (PPL)

Regular full-time employees shall be allowed up to three (3) paid personal days per calendar year.

- (a) Such leave is to provide emergency time off without loss of pay for extraordinary or unanticipated circumstances which may arise from time to time in employee’s personal life. As soon as is reasonably possible the

employee and supervisor shall review the employee's request that the time be recorded as paid personal leave.

For clarity, some examples of paid personal leave for extraordinary or unanticipated circumstances would include but not be limited to:

- emergency medical requirements for immediate family.
 - emergency child or eldercare arrangements.
 - an emergency resulting from a natural disaster. This may include unusual or severe storm conditions as per Article 26.01.
 - an emergency situation at home. This may include fire, flood, burst water heaters/pipes, broken furnace during winter months, gas leaks.
 - attendance at a funeral for a person who is not specifically covered by the provisions in this collective agreement.
 - to extend a period of bereavement leave beyond the three or five days provided for in the collective agreement.
- (b) In addition, paid personal leave shall be available to observe obligatory religious holy days. For such requests it is expected that the employee will provide written notice in advance of the day(s) to be observed.

13.11 Paid Parental Leave

(a) **Purpose of Paid Parental Leave**

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

(b) **Eligibility for Paid Parental Leave**

- 1) 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.
- 2) The employee shall give at least two (2) weeks written notice to their supervisor of the intent to commence paid parental leave.
- 3) Employees must apply for E.I. benefits before supplementary income from the University becomes payable. To be eligible for paid parental leave, employees must provide appropriate documentation of the birth or adoption of a child and of the receipt of E.I. maternity or adoption leave benefits to Human Resources. An employee disentitled or disqualified from receiving E.I. maternity or adoption benefits is not

eligible to receive supplementary benefits from the University. Exceptions to this rule will be made for those employees who are denied E.I. maternity or adoption leave benefits only because they have not completed the required hours of employment required for E.I. benefit eligibility.

(c) Terms of Paid Parental Leave

- 1) Eligible employees will receive ninety-five percent (95%) of normal salary less applicable Employment Insurance (E.I.) maternity or adoption leave benefits for a maximum period of seventeen (17) weeks from the commencement of the leave. An employee who receives paid parental leave benefits must not receive other earnings or payments, such that their combined income (including E.I. maternity leave benefits, supplementary payments and earnings from the University) exceeds ninety-five percent (95%) of normal weekly earnings.
- 2) No employee may claim any other form of supplementary benefit during the period of leave.
- 3) 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.
- 4) While on paid parental leave, the employee will continue to receive University benefits on a normal cost sharing arrangement.
- 5) For the purpose of promotion, seniority, vacation entitlement, and benefits/pensionable service (where the eligible employee has maintained the required employee contribution) any period of paid parental leave shall be considered as a period of service with the University. An employee who has taken a paid parental leave shall remain eligible for increases.
- 6) An employee taking paid parental leave shall not be disadvantaged. They will return to the same position held prior to the leave or if the position is not available, an equivalent position without loss of salary or seniority.
- 7) Paid parental leave may be voluntarily shorter than the previously arranged period, providing the employee advises the University of their intention to return to work at least two (2) weeks prior to the intended date of return.

13.12 Paid Paternity Leave

Purpose of Paid Paternity Leave

A regular full-time employee who is a natural or adoptive father or same sex parent is entitled to five (5) days of paid paternity leave associated with a birth or

adoption. Such leave will normally be taken within thirty (30) days of birth or adoption.

13.13 Adoption Leave

- a) An employee shall be granted three (3) days of paid leave for the purpose of adopting a child and/or time off as per existing legislation.
- b) In addition, the principles outlined in the Parental Leave policy may apply equally in the cases of adoption. However, the granting of such leave and salary benefit will only apply to recipients of E.I. adoption leave benefits.

13.14 Unpaid Parental Leave

a) Purpose of Unpaid Parental Leave

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

b) Eligibility for Unpaid Parental Leave

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

c) Terms of Unpaid Parental Leave

- 1) 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.
- 2) 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.
- 3) For the purpose of promotion, seniority, vacation entitlement, and benefits/pensionable service (where the eligible employee has maintained the required contributions) 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 increases based on their level of performance while in full-time employment.

- 4) An employee taking an unpaid parental leave shall not be disadvantaged. They will return to the same position held prior to the leave or if the position is not available, an equivalent position without loss of salary or seniority.

13.15 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 a regular full-time employee's requests for a temporary reduction of workload and compensation.

The purpose of a temporary reduction of workload and compensation is to provide an eligible regular full-time employee with the opportunity to reduce their regular hours of work in a week, from thirty-seven and one half (37½), thirty-five (35) or twenty-eight (28) (as applicable), to no less than fifty percent (50%) in any one week. It is not intended to replace the provisions of any other Article, specifically Article 13.01 (unpaid leave of absence); Article 27 (8, 9, or 10 month continuing limited term appointments); or Article 19.11 (4-day work week).

(a) Eligibility and Application Procedure

- 1) Every regular full-time employee is eligible to request a temporary reduction in workload and compensation at any time during their career.
- 2) Any eligible employee may submit a written request for a temporary reduction in workload and compensation to their immediate supervisor and to the relevant Department Chair or Director.
- 3) An employee whose request for a reduction in workload and compensation is denied may grieve the decision according to the Collective Agreement grievance procedure.

(b) Terms of Reduction in Workload and Compensation

- 1) An employee who is granted a temporary reduction in 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%)) in its duration.
- 2) Regular full-time employees who are granted a temporary reduction of workload will continue to be eligible for benefit cost-sharing, as though they were not on a reduced workload, and such employees will maintain their status within the bargaining unit.
- 3) The length of the probationary period shall be extended, on a pro-rated basis, if a reduced workload appointment is taken up by a probationary employee.

- 4) Employees who accept a reduction in workload and compensation shall remain eligible for increases.
- 5) At the end of the period of reduced workload, an employee shall have the right to return to a position the same as or equivalent to that which preceded the period of reduced workload.

ARTICLE 14 – PAID HOLIDAYS

14.01

- (a) Employees shall receive pay for the following holidays during the term of this agreement:

New Year’s Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	New Year’s Eve Day
Civic Holiday	

Any other day on which the University premises are declared closed by the President. An employee working on such a day would be paid at applicable straight time and not be entitled to premium pay as provided in 14.05. In such circumstance, the employee would be entitled to a lieu day at straight time.

This provision would be distinct from any closure due to hazardous weather or other emergency.

- (b) In each calendar year, providing fourteen (14) calendar days’ notice is given to their immediate supervisor, each employee shall be entitled to be granted two (2) other days as “additional paid holidays” annually. The denial of a request to schedule an “additional paid holiday” will not be unreasonable and will be subject to bona fide operational requirements being met. Any dispute that cannot be resolved with the supervisor will automatically be elevated to 2nd Step of the Grievance Process. An employee working on a day being observed as an “additional paid holiday” by another employee shall not be entitled to the holiday premium contemplated in paragraph 14.05. An “additional paid holiday” may not be carried over for observance into a new calendar year.
- (c) It is understood that during an employee’s probationary period an employee shall be entitled to use only one (1) of the above mentioned “additional paid holidays”.

- (d) Should the Parliament of Canada enact a new public holiday during the term of this Agreement, such holiday shall be observed as though it were in this Agreement.
- (e) The University will provide annually to bargaining unit employees, the additional required days off with pay during the “December/January Holidays” period to coincide with the University’s closure and to provide employees with uninterrupted time off.
- 14.02 Holiday pay will be computed on the basis of the employee’s normal daily hours and their regular hourly rate. In the case of employees with variable daily hours of work, the employee’s average daily hours shall be calculated based on the number of hours normally worked, divided by the number of days normally worked in a week.
- 14.03 In order to qualify for holiday pay, the employee must work the full scheduled shifts immediately preceding and immediately following the holiday except in cases of excused illness in which case the employee shall receive holiday pay providing they have worked a full scheduled shift in the week immediately preceding and the week immediately following the holiday.
- 14.04 In the event that one (1) or more of the foregoing holidays occurs during an employee’s vacation period, they shall receive, in addition to their vacation pay, any holiday pay to which they may be entitled, or an equivalent amount of time off in lieu of the holiday pay to be taken at a time mutually agreeable to the employee and the University.
- 14.05 An employee required to work on any of the foregoing holidays shall be paid at the rate of two (2) times their regular hourly rate for time worked (including overtime) on such holiday in addition to any holiday pay to which they may be entitled or equivalent amount of time off in lieu of the holiday pay. 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.
- 14.06 Should any of the foregoing holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday with respect to employees whose days off are regularly and normally Saturday and Sunday. With respect to employees whose work schedule in its normal course sometimes provides days off other than Saturday and Sunday, the day off which the holiday actually falls on shall be the day in respect of which holiday pay is paid or a day off in lieu is granted and in respect of which the premium provided in paragraph 14.05 is paid for hours worked.

ARTICLE 15 – VACATIONS

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

15.02 An employee whose services are terminated before completion of six (6) months of continuous employment shall receive four percent (4%) of salary received since employment or during the then current vacation year as appropriate, in lieu of vacation.

15.03 All eligible employees shall be granted vacation credits in accordance with the following scale:

Years of Continuous Service	Vacation Credit	Equivalent
1 year	10 days	0.83 days
2 to 4 years	15 days	1.25 days
5 years	16 days	1.33 days
6 years	17 days	1.42 days
7 years	18 days	1.50 days
8 to 11 years	20 days	1.66 days
12 to 13 years	21 days	1.75 days
14 to 15 years	22 days	1.83 days
16 years	24 days	2 days
17 to 22 years	25 days	2.08 days
23 to 27 years	26 days	2.16 days
28 years or more	30 days	2.50 days

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

15.05 Vacations taken or scheduled shall be charged against vacation credits granted under 15.03. In addition, if an employee is on unpaid status for more than one (1) month, a debit for each month in unpaid status shall be charged against vacation credits.

15.06 It is understood that vacation credits will continue to accrue while an employee is on paid/unpaid parental leave of absence or on adoption leave during a period of such approved leave.

15.07

(a) The University reserves the right to schedule vacations to meet its operating requirements, but agrees to consider the wishes of employees and to resolve

conflicts between employees' wishes on a seniority basis where its operating requirements are not a factor. Vacation schedules shall be posted by April 8th in each year. While an employee may exercise seniority in vacation scheduling, they may not do so after March 31st. After March 31st, vacation requests made by an employee to their immediate supervisor will normally be approved or denied in seven (7) calendar days or sooner where possible.

(b) Vacation scheduling conflicts between temporary full-time employees shall be resolved based on the employees continuous start date at the University where operating requirements are not a factor.

15.08 Except as provided in 15.02, 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 there has been compliance with 15.09, and

(b) to make a cash settlement with respect to the pro-rated value of vacation entitlement from the first (1st) day of January prior to the date of termination to that date.

15.09 An employee must use at least ten (10) days of their vacation credits during the year in which it was earned. It is further understood that carried over vacations must be used during the calendar year immediately following.

In extenuating circumstances that prevents the employee from taking their carried over vacation, the employee's supervisor may agree to:

(i) allow the carried over vacation to carry forward into the next vacation year;

OR

(ii) cash out the carried over vacation credits.

ARTICLE 16 – SICK LEAVE

16.01 If illness prevents regular full-time employees of the bargaining unit from performing their duties, the University will provide sufficient sick leave to continue full regular pay, without any premium, through, but not beyond, the required waiting period for long term disability benefits.

16.02 Sick leave for probationary employees ((a) and (b) only) and temporary full-time employees is as follows:

(a) three (3) working days in the first three (3) month's employment;

(b) an additional ten (10) working days after three (3) months of employment;

(c) thirteen (13) days sick leave – renewable on the employee's anniversary date.

16.03 Employees who will, after ninety (90) calendar days, become entitled by reason of disability to receive income protection at sixty-six and two-thirds percent (66⅔%) of their salary rate at the time of commencement of the disability, will receive an

additional thirteen and one-third percent (13⅓%) of their basic wages for up to four (4) months from the commencement of the time for which income protection payments are received or until the disability ceases, whichever is sooner.

- 16.04 For absences of five (5) or more consecutive work days, the employee shall provide medical evidence verifying the illness. The University may require such evidence for lesser periods provided the employee is allowed reasonable time to obtain such evidence.
- 16.05 An employee shall give notice to their immediate supervisor, or designate, of any illness which will prevent the from performing their duties.
- 16.06 When an employee is entitled to receive compensation under the Workplace Safety and Insurance Act, their salary will continue up to the limit of their sick leave entitlement. The employee shall reimburse the University in an amount equal to lost time compensation received under that Act in respect of the period for which they received full salary. Sick leave used shall then be reinstated as of the date the employee returns to work.

In circumstances where the employee's sick-leave credit balance may be insufficient to provide the employee with full salary until the WSIB initial decision on the claim has been made, the employee will be given the option of having the University continue to provide sick-leave entitlement to the employee. It is understood that should the employee elect to have this additional sick-leave with pay provided, the employee shall reimburse the University in an amount equal to the salary received as a result of receiving these additional sick leave credits. However, the employee's reinstated sick-leave credits will not include these additional days of sick-leave.

- 16.07 A period of certified illness of one (1) day or more during a period of vacation leave will be recorded as sick leave. In cases involving a certified illness the University may require a second opinion as to the employee's illness from another mutually agreeable and legally qualified medical practitioner (with the understanding that in the event of a second opinion other than the University's Medical Director the employee is responsible for any fees).
- 16.08 Medical and dental appointments should be made outside normal working hours whenever possible. When this is not possible, the employees may be granted two (2) hours off work without loss of credit. In such circumstances, the employee will attempt to schedule the appointment so as to minimize disruption to departmental operations. Time in excess of two (2) hours shall be accumulated and charged against the employee's sick leave credits. Employees will not automatically take the entire two (2) hours off work, if attendance at the medical appointment and return to work can be completed in less time. Employees are normally required to provide a minimum of 48 hours' notice to their supervisor when time off is required.

16.09 The University will notify the Union within five (5) working days of any bargaining unit member who has filed a WSIB claim due to a lost-time injury, and in the case of Long Term Disability (LTD), of any member who has been issued with an LTD application kit.

ARTICLE 17 – TEMPORARY EMPLOYMENT

17.01

- (a) The hiring of temporary full-time employee shall not be in established positions except in the case of the temporary absence of the regular incumbent to a maximum of thirty-six (36) months.
- (b) The hiring of temporary full-time employee in an established regular full-time position shall be permitted during the recruitment period, which will begin on the date the position first becomes vacant; and which shall not exceed twelve (12) weeks. Any request by the University for an extension to this twelve (12) week period, shall be made in writing to the Union for approval, which approval shall not be unreasonably withheld.
- (c) In order to meet specific project or program needs, temporary full-time employees may be hired for periods not to exceed twenty-four (24) months. In no circumstance can such appointments be extended beyond twenty-four (24) months. If the work continues beyond twenty-four (24) months, the position will be posted as regular full-time. At the time that such a temporary employee is hired, the Union shall be advised of the specific project or program work.
- (d) The University shall provide the Union with a monthly list of temporary employees, the position employed during the month, and in response to a specific inquiry from the Union, a job fact sheet summary. The list will be provided prior to the end of each month.

ARTICLE 18 – JOB POSTINGS

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

Job Posting

18.02 (a)

- 1) When the University decides to fill a job vacancy within the bargaining unit, except temporary vacancies of less than twelve (12) weeks, such vacancy shall be posted for seven (7) calendar days on electronic bulletin boards only. Such non posted temporary vacancies shall not be extended, except by posting.

- 2) In the case of a temporary absence of a regular full-time incumbent (e.g. sick leave; leaves of absence), and which absence was not expected to extend to twelve (12) weeks, posting will not be required. It is understood that unforeseen circumstances may require extensions which will be mutually agreed to by the Union and the University.
 - 3) In cases where a unit/department requires the appointment of a Team Leader from within the same work group (no vacancy exists), the opportunity will be posted within the work group only. For the purpose of this clause "work group" will mean a group of employees within the same department (under the same department number) whose duties and responsibilities support common functions.
 - 4) Such job postings shall indicate the salary band or wage rate and the position number and reflect a summary of the duties and responsibilities of the position. All postings for jobs within the Union shall state: "This position is covered by the Collective Agreement with the United Steelworkers".
- (b) Normally, applications for vacancies will not be considered from an employee during the probationary period as defined in Article 12.02. Probationary employees may request this to be waived.
- (c) Every effort will be made to ensure job posting qualifications reflect the qualifications as interpreted by the Joint and Equal Job Evaluation Committee.
- (d) **Applications**
- Any employee who feels that they are qualified may apply for the position. It is the responsibility of the employee to demonstrate evidence of qualification at the time of application. In all cases of job competition, the University shall assess the skill, efficiency and capability of the applicants using all relevant information and when these factors are assessed to be relatively equal, seniority shall govern.
- (e) **Offer Letters**
- The University shall send the Union a copy of the successful applicant's appointment letter within five (5) working days of the receipt of the employee data form in Human Resources.
- All appointment letters, including temporary full-time appointments, shall contain the salary band or wage rate and the position number (if applicable) of the appointment, the department/unit, and the expected end date of the appointment.
- (f) **Disclosure**
- Upon request by the Union, the University shall provide the list of all bargaining unit applicants to that job competition. The list will be by level of

consideration and shall note the applicants' employment status (TFT or RFT). The listing will also note the number (if any) of applicants from outside the bargaining unit.

(g) Feedback

Candidates not selected shall be informed by phone, email or in writing within five (5) working days of receipt of acceptance of the written employment letter. Regular full-time candidates not selected to bargaining unit regular full-time vacancies will be provided with the reasons why they were not successful, when the position was awarded to a temporary full-time employee. Upon receipt of a written request from the regular full-time employee, such reasons will be provided in writing. When requested to do so by a regular full-time candidate not selected, the University will meet with the employee for the purpose of discussion of how the employee might prepare for future job postings.

Levels of Consideration

18.03

(a) Levels of consideration for posted bargaining unit positions will be as follows:

- (1) qualified regular full-time employees within the bargaining unit will be considered first. If there are no qualified candidates from the first level of consideration; then
- (2) qualified temporary full-time employees within the bargaining unit will be considered next. If there are no qualified candidates from this second level of consideration; then
- (3) Thereafter the Parties agree that the hiring practice will reflect, endorse and support the tenets of University's Employment Equity Plan.

18.04 A successful candidate for a regular full-time position, shall receive a copy of the job fact sheet for their newly acquired position. In the case of temporary full-time positions where there is no job fact sheet, the supervisor will supply the job fact sheet summary. The Union shall also be provided with these documents when the position is posted.

18.05 When requested by the Union, the University will provide the reason(s) as to why a regular full-time vacant position is not being refilled.

18.06 Subject to Article 18.02, the following arrangements will govern the promotion of regular full-time employees to regular full-time positions.

- (a) The successful applicant will be placed on a trial period for a period of up to four (4) calendar weeks from the date of appointment. In the event that the successful candidate proves unsatisfactory in the position during this trial period, or if the employee is unable to perform the duties of the new

position, the employee shall be returned to their former position and wage without loss of seniority. Any other employee promoted because of the re-arrangement of positions shall also be returned to their former position and wage without loss of seniority.

- (b) During the training period noted above, the successful applicant may elect to be returned to their former position and wage without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of position shall be returned to their former position and wage without loss of seniority and may not grieve such a return.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.01 The standard work week shall be thirty-five (35) or thirty-seven and one-half (37½) hours and the standard work day shall be seven (7) or seven and one-half (7½) hours (there shall be no split shifts). 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 of thirty-five (35) hours or thirty-seven and one-half hours (37½) shall normally be scheduled on five (5) days per week or so as to average five (5) days of seven (7) hours or seven and one-half (7½) hours and thirty-five (35) hours or thirty-seven and one-half (37½) hours per week over one complete cycle of a rotating schedule.

19.02 The regular work schedule contemplated in 19.01 may be varied by mutual agreement of the employing department, the employee, and the Union, to the extent that the total hours do not exceed seventy (70) hours in a pay period. It is understood that these arrangements will not result in additional payments of overtime.

19.03

- (a) It is understood that the University will prepare regular schedules of the hours to be worked by employees and will post such schedules where they will be available to the employees concerned. When a new schedule providing for a general revision of hours to be worked is to go into effect, employees shall be notified by posting two (2) weeks in advance. In the case of individual or minor revisions required by illness, holidays, vacations, leave of absence, terminations and the like, the University will make every endeavour to give the employee or employees concerned at least two (2) days' notice. Such notice may not be possible in cases of illness, bereavement or other emergency.
- (b) The University will consider the shift preferences of employees where possible and such preferences will be dealt with on a seniority basis. Employee requests to work flexible shift arrangements will be considered subject to operational requirements and such requests will be dealt with on a seniority basis.

- (c) An employee whose family responsibilities (e.g. child-care) will initially be affected by a permanent change to their hours of work, will be provided with reasonable notice and/or an opportunity to make alternate arrangements prior to the implementation of the change in hours.
- (d) Notwithstanding 19.02, an employee who requires religious accommodation to observe the religious obligations and practice of their faith shall discuss such accommodation with their immediate supervisor. Accommodation may involve rearrangement of daily duties and/or hours as appropriate to meet the employee needs and operational requirements.

19.04

- (a) Standard working hours shall be organized to provide employees with a meal break which shall not be included in the calculation of hours worked and two (2) fifteen (15) minute rest periods which shall be so included. Normally, one (1) rest period will be provided before the meal break and one (1) after.
- (b) When an employee has not been provided with a meal from the University, the University agrees to pay a meal allowance of \$15.00 plus tax to an employee who works more than ten (10) consecutive hours (exclusive of meal breaks and rest periods) at the supervisor's request. The meal allowance will be granted only in cases where the employee was not given at least sixteen (16) hours prior notice of working such consecutive hours of work.

19.05

- (a) Authorized work performed in excess of the employee's normal work schedule or on an employee's scheduled day off shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate, it being understood that when payment at time and one-half (1½) has been made for any such scheduled work, the time involved shall not be included again for the purpose of establishing a premium payment for that or any other work.
- (b) Any employee who is scheduled to work overtime on a scheduled day off will receive a minimum of three (3) hours pay at the appropriate overtime rate.
- (c) Any employee who is scheduled to work overtime on a Sunday will receive two (2) times the employee's regular hourly rate. The time involved shall not be included again for the purpose of establishing a premium payment.
- (d) In the case of an employee on a 4-day work week, the appropriate "overtime rate" is straight time for authorized overtime worked between twenty-eight (28) and thirty-five (35) hours inclusive.

19.06 To the extent feasible, employees shall be given the opportunity to volunteer for scheduled overtime. When the assignment of overtime is necessary, it shall be assigned in such a way as to divide overtime work as equally as practical among employees who normally perform the required work. Where overtime has been accepted on a voluntary basis or assigned, an employee scheduled to work may

obtain a substitute who shall be acceptable to the appropriate supervisor. Every effort will be made to give employees as much notice as possible.

19.07

(a) 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. 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.

(b) Where an employee requests time off in lieu of overtime and the time off accumulated between January 1st and December 31st of one (1) year has not been taken as time off, then the employee and their supervisor must arrange for the employee to take the time off by August 31st of the following year or to void the accumulated overtime by being paid for same.

19.08 Notwithstanding the provisions of this Article, an employee who is absent from work without either permission or supporting medical evidence to justify the absence, and who has been duly warned in writing shall not be paid overtime in the pay period during which the absence occurs until they have worked their normal work schedule.

19.09 Notwithstanding the provisions of paragraph 19.01 of this Agreement, work schedules presently in effect which do not conform to the provisions of that paragraph may be continued in effect or modified within their present limits provided that:

(a) no such schedule shall require a work week averaging more than thirty-seven and one-half (37½) hours over its duration, and;

(b) daily hours of work greater than seven (7) but which do not extend beyond seven and one-half (7½) shall be paid for at the employee's regular hourly rate.

19.10 It is understood and agreed that for certain employees, such as console operators not employed on straight day work, the meal break and rest periods provided in paragraph 19.04 shall be taken at the primary place of duty and the meal break shall be included in the calculation of hours worked.

19.11 It is agreed that present employees who have regular full-time status and who request and are granted 4-day work weeks will be so appointed as regular full-time employees on the following basis:

(a) Seniority shall continue to accrue;

(b) Wages, vacation and sick leave entitlement will be prorated accordingly;

(c) Benefit coverage will remain the same except for Pension Benefits, Life Insurance coverage and Long Term Disability, which are based on actual wages earned.

New hires who accept employment under a 4-day work week do so as set out above. Employee requests for the conversion of a regular full-time position to a 4-day work week position are to be submitted in writing, to the employee's appropriate supervisor or department head. If approved, the employee will be issued with a new employment offer letter, with a copy to the Union.

ARTICLE 20 – EMERGENCY CALL-IN AND STAND-BY

Emergency Call-In

20.01

- (a) An employee called in to work in an emergency outside their scheduled shift and without previous notice shall be paid at the appropriate overtime rate (see Article 19.05) with a minimum of four (4) hours, at time and one-half (1½). Any further such call-in within the same four (4) hour period shall be paid at the appropriate overtime rate for the hours worked. In the event that a portion of such four (4) hours extends into their regular shift, the employee will be paid for such portion at the overtime rate.
- (b) In cases where an employee has been provided with the technology to enable them to resolve problems from home, eliminating the need to attend the workplace, they will be provided with a minimum of two (2) hours overtime at the appropriate overtime rate (see Article 19.05). Any further such calls at home within the same two (2) hour period, shall be paid at the appropriate overtime rate for the actual hours worked.

20.02 Except as provided in paragraph 20.01, an employee who is scheduled to work overtime shall be paid for a minimum of three (3) hours at their overtime rate.

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

Standby

20.04 The University's operational requirements are such that employees in some positions, as part of their regular duties and responsibilities, may be scheduled to be on standby. In such cases, the employee will receive confirmation of their standby schedule in advance, in writing or by email. The following applies to employees scheduled to standby:

- (a) Employees scheduled to standby will receive three dollars (\$3.00) per hour that they are on standby,
- (b) Employees required to attend to work while on standby will also be entitled to emergency call-in as per Article 20.01,

- (c) Employees required to attend to work from home, while on stand-by, will also be entitled to emergency call-in pay as per Article 20.01 (b).
- (d) When scheduled to stand by, employees must be available to attend at the workplace within one-half (½) hour of when such attendance is required.

ARTICLE 21 – TEAM LEADER

21.01 It is acknowledged that team leaders do not have responsibility for, nor can be delegated to hire, discipline or initiate discipline or terminate employees. The role of a team leader is to provide functional guidance to the assigned work group. It is further acknowledged that a team leader is not deemed to be a Supervisor for purposes of the *Occupational Health and Safety Act*. All positions of team leader shall be posted and filled in accordance with Article 18.

As outlined in Memorandum of Agreement #12 – Team Leaders, a team leader will be eligible to receive a five percent (5%) team leader premium, if they are within the same salary band as the group of employees to which they provide the team leadership. If the team leader is currently paid in a higher salary band than the group of employees to which they provide team leadership, then no additional team leader premium will be provided.

ARTICLE 22 – WAGES

22.01 The University and the Union agree to accept, for the term of this Agreement, the salary provisions outlined in Schedule “A” attached hereto and forming part of this Agreement.

22.02 If an employee has, in addition to the English language, a language facility which is a normal part of the job requirement and such facility is regularly used, a language bonus in the amount of twelve dollars (\$12.00) per additional language per week will be paid. The determination of such payment will be at the sole discretion of the University.

ARTICLE 23 – BENEFITS

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

- (a) sick leave as provided by Article 16;
- (b) long term salary continuation insurance;
- (c) medical insurance providing major medical, semi-private hospital coverage, hearing and vision care;
- (d) group life insurance;
- (e) pension plans;

- (f) basic medical and hospital insurance as required by legislation;
- (g) dental plan.

The reference to “pension plans” in Article 23.01 (e) will remain in effect until the UG Conversion date at which time it will be deleted as per the Memorandum of Agreement Regarding Consent to the Conversion to the UPP.

- 23.02 The University will contribute sixty-six and two-thirds per cent (66⅔ %) of the total costs of the benefits indicated in sub-paragraph (b), (d), and (f) above. The University will contribute one-hundred percent (100%) of the total cost of the benefits indicated in sub-paragraph (c) above. The University will contribute eighty percent (80%) of the total premium costs of dental insurance.
- 23.03 The benefits of major medical, basic medical and group life insurance will be extended to temporary full-time employees whose appointment is for a period of six (6) months or more on the basis of the University contributing sixty-six and two-thirds percent (66⅔ %) of the total cost of these plans.
- 23.04 For new employees hired on or after October 1, 2008, establish a ten-year continuous service requirement at the University to be eligible for post-retirement benefits upon drawing a pension from the University. For the purpose of this provision it is understood continuous service will include temporary full-time appointments with breaks in service between successive appointments of 8 weeks or less. Employees on 8, 9, 10 month appointments will be deemed to have continuous service.

ARTICLE 24 – METHOD OF PAYMENT OF WAGES

- 24.01 Wages are calculated on hourly rates over two (2) week periods ending on Thursday, on the assumption that normal scheduled hours are worked. This calculation is modified by the addition of premiums and overtime earned and the deduction of unpaid absences during the immediately preceding pay period.
- 24.02 Payment of wages is made every second Thursday of assumed earnings to and including that day modified as indicated in Article 24.01 above.
- 24.03 Notification of changes in the above procedure will be given to employees and to the Union before being put into effect.

ARTICLE 25 – REDUNDANCY AND LAY-OFF

- 25.01 “Redundancy”, as it pertains to this Article, means cessation of a position(s) because of a reduction in force, lack of work, the discontinuance of a function or a facility of the University; however, “redundancy” may not necessarily result in a “lay-off”.

“Lay-off” means cessation of employment because of lack of work in an employee’s salary band or the discontinuance of a function or facility of the University; Individual grievances alleging violation of this Article will be submitted at Step 2 of the Grievance Process.

25.02 Notice to the Union

- (a) In the event the University declares a need to lay off employees or declare position(s) redundant within the bargaining unit, the Director, Staff Relations, or their designate will provide the Union with as much notice as reasonably possible of the proposed lay-off and no less than fifteen (15) working days prior to the proposed redundancy.

At this meeting, the University will outline for the Union the relevant staffing and financial information utilized in making the decision(s) to declare positions redundant and information required by the Joint and Equal Redeployment Committee to carry out its mandate.

Joint and Equal Redeployment Committee

- (b) A Joint and Equal Redeployment Committee will be struck and shall be comprised of no more than five (5) representatives from the Union, to include the President and Grievance Officer and no more than five (5) representatives from the University including the Director, Staff Relations or their designate.
- (c) The Joint and Equal Redeployment Committee will normally convene or exchange written information prior to any affected employee(s) being notified and no later than one (1) week after the notice referred to in (a). The Committee will meet as required to fulfill the mandate as in Article 25.03. Either party may convene a meeting of the Joint and Equal Redeployment Committee, if in their opinion it is required.

Notice to the Employee(s)

- (d) The affected employee(s) will be notified of the position redundancy, as soon as possible following the meeting of the Joint and Equal Redeployment Committee, and no later than two (2) weeks after said meeting. The affected employee will be notified of their rights under this Article in a meeting that will involve the Director, Staff Relations or designate, the Department Chair and/or designate, and a Union Representative.
- (e) Following notification, as in (d), the affected employee(s) will meet with their HR Consultant to initiate the completion of an Employee Skills Portfolio. The affected employee(s) will normally decide whether they will exercise the option of a voluntary termination with receipt of payment per 25.10(b) or whether they will exercise their seniority on, or before the fifteenth (15th) working day following the notification of their position redundancy. The enhanced voluntary termination payment will not normally remain available beyond the fifteen (15) day period. In exceptional circumstances, and upon

written confirmation from the Union to the Director of Staff Relations, the University will extend to the affected employee up to fifteen (15) additional days to render their decision. Any extension will be cost neutral for the University with wages paid during that period deducted from the enhanced voluntary termination payment amount.

25.03 Mandate of the Joint and Equal Redeployment Committee

- (a) Identify and propose possible alternatives to proposed layoffs and/or position redundancies;
- (b) Identify vacant positions within the bargaining unit or positions which are currently filled but which will become vacant within a six (6) month period;
- (c) Identify secondments to positions which could be performed by bargaining unit employees who have had their position declared redundant, or employees who are or would otherwise be laid off;
- (d) Identify temporary positions which could be performed by regular full-time employees who are or would otherwise be laid off;
- (e) The Committee may identify suitable, and mutually agreed upon, neutral third Party(ies) who will aid in the determination as to whether an affected employee has the skills and ability to perform the normal requirements of an identified position with a reasonable amount of training.

Disclosure

- (f) The University will assess the capability of an employee to perform the normal requirements of any position with a reasonable amount of training under this Article using all relevant information, including but not limited to the Employee's Skills Portfolio and the Official Job Fact Sheets on file in Human Resources.

25.04 In the event of redundancy or lay-off(s), within a College or directorate, it is agreed that first part-time, then temporary and then probationary employees will be laid off from the University first, where such lay-off satisfies the need for reduction.

25.05 Application of Seniority

In all cases of position redundancy, lay-off, or recall from lay-off, seniority within the seniority list established in 12.04 shall govern, provided that the employee has the skills and ability to perform the normal requirements of the position as indicated in the Official Job Fact Sheet on file in Human Resources, with a reasonable amount of training as indicated in the Official Job Fact Sheet.

25.06 For the purpose of bumping, layoff, and recall from layoff, the Union Executive shall head the seniority list during their term in office and shall resume their former standing on the seniority list upon termination of such office. However, the regular full-time position occupied by a member of the Executive may be

declared redundant during their term of office and consequently they will be immediately subject to the redeployment and bumping provisions of this Article.

25.07 Procedure

- (a) If the redeployment exercise has been unsuccessful, and the affected regular full-time employee elects to exercise their seniority, then the following bumping procedures will apply to the affected employee(s).
- (b) Prior to the bumping procedure being invoked, the Union will be provided with two (2) working days (and up to a maximum of five (5) working days in extenuating circumstances) following the date of notification to consider an identified bump. If the Union does not agree with the identified bump, they will provide their reasons, in writing, to the Director, Staff Relations within the specified time limits.

25.08 Bumping

- (a) The employee(s) with the least seniority within their Department within the affected salary band will be displaced from their Department.
- (b) Once the employee is displaced from their Department they will be eligible, seniority permitting, to displace within their salary band, the most junior bargaining unit employee within their College or Directorate.
- (c) If any employee does not possess the skills and ability to perform the requirements of the position occupied by the most junior employee in their College or Directorate, they will be assigned the position occupied by the next most junior employee within their College or Directorate, seniority permitting, and so on, until an employee with less seniority within their band is identified in the College or Directorate where they have the skills and ability to perform the normal requirements of the position in question with a reasonable amount of training. If an employee does not have the skills and ability to perform a job within their salary band in their College or Directorate, the same process will be applied for bargaining unit jobs outside of the employee's College or Directorate within their same salary band.
- (d) The last employee displaced (resulting from (a), (b), or (c) above), will be eligible, seniority permitting, to displace the most junior employee within the next lower paid salary band, provided they have the skills and ability to perform the normal requirements of the position with a reasonable amount of training. The same process spelled out in (a), (b), and (c) above shall apply, until there is no position in any lower salary band in which an employee has the skills and ability to perform the normal requirements of the position in question with a reasonable amount of training.

25.09 Notice to Employees

If there is no position in any lower salary band in which an employee has the skills and ability to perform (as per Article 25.08 (d)), the University will give the affected

employee(s) who has completed their probationary period written notice of impending lay-off in accordance with the following scale:

Years of Service	Month(s) of Notice
Up to 4 years	1 month
4 and 5 years	2 months
6 and 7 years	3 months
8 and 9 years	4 months
10, 11, 12, 13, & 14 years	5 months
15 years or more	6 months

25.10

- (a) The employee noted above in Article 25.09 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, they relinquish their rights to recall as stipulated in Article 12.07 (f) and such employee shall be considered to have terminated their employment with the University.
- (b) An employee whose position has been declared redundant as outlined in Article 25.02(d) and (e) may elect to receive an enhanced voluntary termination payment in lieu of notice equal to one (1) month of pay per year of service to a maximum of fifteen (15) months, plus one (1) week of pay for each additional year of service beyond 15 years to a maximum payment of eighteen (18) months. It is understood that should an employee elect to receive this payment, they relinquish all rights under this Article and such employee shall be considered to have terminated their employment with the University.

25.11

- (a) The University will attempt to relocate any employee whose position is declared redundant.
- (b) To the extent that the University is unable to redeploy an employee into a position in their same salary band, the University will consider redeployment into a position up to one (1) band higher or one (1) band lower, skills and ability permitting. For the purpose of this clause, an employee placed in a position in a lower salary band will be “green circled” and will receive negotiated increases for a period of two (2) contract years following placement,

thereafter the employee will be “red circled” and their salary will be managed as per Schedule A of this agreement.

25.12 For the purpose of clarification of this Article, it is expected that the affected employee(s) (i.e. employee(s) on lay-off or employee(s) displaced to a lower salary band) will be proactive in maintaining contact with Human Resources regarding vacant positions within their original salary band that they wish to be considered for and also in keeping their skills portfolio up-to-date. An employee redeployed to a lower salary band, displaced, or recalled to a lower salary band from which they were laid off will be responsible for monitoring job postings during their recall period. During this period, the affected employee will notify their Human Resources Consultant, in writing, of any posted position in their previous salary band which they wish to be considered for as per 25.12 (b), prior to the closing date of the posting. The University will notify all individuals on lay-off by registered mail (sent to the employee’s last known address) of possible vacancies prior to posting, provided the employee has the skills and ability to meet the normal requirements of the position. The employee on “lay-off” will be provided with two (2) working days and up to a maximum of five (5) working days in extenuating circumstances to accept the identified vacant position. The twenty-four (24) month recall period is defined in Article 12.07 (f) of this Agreement.

(a) Recall from Lay-off

When a job opening occurs within the bargaining unit, in the same or lower salary band from which an employee was laid off, the employee will be eligible, seniority permitting, to fill that opening provided the employee has the skills and ability to perform the normal requirements of the position with a reasonable amount of training. Opportunity of recall shall be applied before such opening is filled on a regular basis under the job posting procedure.

(b) Recall to Salary Band

When an opening occurs within a salary band, an employee redeployed to a lower salary band, displaced from the salary band, or recalled to a lower salary band from which they were laid off, will be eligible, seniority permitting, to fill that opening provided they have the skills and ability and qualifications to perform the normal requirements of the position with a reasonable amount of training.

(c) Temporary Recalls

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed one (1) month. Such preference shall be in order of seniority, provided that the employee has the skills and ability to perform the normal requirements of the job. The recall period under this Collective Agreement will be extended by an amount equivalent to the accumulated period worked during such lay off. An employee who has been recalled to such

temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

ARTICLE 26 – TIME OFF FOR SNOW STORMS, HEAT, ETC.

26.01 It is University policy that employees are expected to report for work on their normal work day regardless of weather. However, under severe weather conditions it may occasionally be impossible for employees to fulfill their obligations without exposing themselves to undue hazards. Under these circumstances, should an employee be unable to report for work, they will have the option of charging their absence against their available paid personal leave (PPL), vacation credits, floater holiday, or charging time off as absence without pay. Employees are urged to make every effort to report to work during inclement weather conditions. In recognition of this effort, supervisory personnel are to use their discretion in recording latecomers who have been delayed because of the weather conditions.

26.02 From time to time, the University considers it appropriate to allow certain employees to leave work earlier than normal. This situation would normally occur under severe storm (e.g. ice or snow) conditions. When early departure is granted or for temporary closure of the University or department under these circumstances, it is granted with pay and the following will apply:

- (a) Employees who are granted time off for early departure 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.
- (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.

ARTICLE 27 – 8, 9, OR 10 MONTH CONTINUING LIMITED TERM POSITIONS

27.01 8, 9, or 10 month continuing limited term positions are by their nature ongoing regular full-time positions and should not be confused with temporary full-time appointments. Present employees who have regular full-time status and new hires who accept continuing limited term positions will be so appointed on the following basis:

- (a) **Seniority** – such employees will:
 - (1) retain their up-to-date accumulated credits;
 - (2) continue to accumulate such credits while working;
 - (3) accumulate credits during the period of unpaid status.

- (b) **Benefits** – eligible for normal cost sharing arrangements for O.H.I.P., Major Medical, Group Life Insurance, Dental Plan, Long Term Disability Plan and the Pension Plan while at work. Participation in the Long Term Disability Plan and the Pension Plan will be reinstated immediately upon returning to work. During the unpaid status period the University will continue normal cost sharing arrangements for O.H.I.P., Major Medical, Group Life Insurance and for the Dental Plan. Participation in the Long Term Disability and Pension Plans will be discontinued during the period of unpaid status. In order to continue the cost sharing arrangement for eligible plans during the unpaid status period the employee will be required to submit their portion of the costs within thirty (30) days of billing. An employee who is unable to work during the predetermined paid work period as a result of illness will be eligible to qualify for sick pay and Long Term Disability benefits in accord with normal University practices, and this policy.
 - (c) **Vacations** – Vacation credits will be granted in accordance with normal University policy. Accordingly, there will be no accumulation of credits during each month of unpaid status,
 - (d) **Sick Leave** – Sick leave credits will be granted in accordance with normal University policy or in accord with the terms of this Agreement. An employee will not be eligible to use sick leave credits during the pre-determined unpaid status period.
 - (e) **Wages** – Wages will be discontinued during the “off work” period. Increases will be in accordance with negotiated settlements as appropriate.
 - (f) No regular full-time employee will be compelled (i.e. pressured by their supervisor) to take a continuing limited term appointment.
- 27.02 Employee requests for the conversion of a regular full-time position to an 8, 9, or 10 month continuing limited term position are to be submitted in writing, to the employee’s appropriate supervisor or department head, with a copy to the union. If approved, the employee will be issued with a new employment offer letter, with a copy to the Union.
- 27.03
- (a) Employees who are appointed to 8, 9, or 10 month continuing limited term positions are to be informed annually in writing, with a copy to the Union, of the anticipated last day of work for each term. Prior to the completion of the term, the employee will be informed in writing, of the date they are scheduled to return to work from their “off work” period. These positions signify that an individual hired into such positions can expect to be re-appointed for so long as suitable work is available.
 - (b) The “off-work” period will not be changed without the mutual agreement of the employee and the University. New employees hired into 8, 9, or 10 month continuing limited term positions after March 3rd, 2000, will be informed at

the time of hire, that the “off-work” period may be subject to change as a result of operational requirements. However, every effort will be made to provide the affected employee with sufficient time to make any necessary arrangements for family responsibilities.

ARTICLE 28 – EDUCATIONAL LEAVE

28.01

- (a) The University agrees to waive the cost of tuition (excluding the cost of textbooks and laboratory fees) for:
 - (1) regular full-time employees who have completed one (1) year of service with the University;
 - (2) employees on 8, 9, or 10 month continuing limited term appointments who have completed twelve (12) months of service (where the 4, 3, or 2 months, respectively, of inactive service is included as part of the twelve (12) months eligibility period).
- (b) Such waiver will apply to eligible employees for any credit courses or thesis semester offered by the University or courses offered by the Office of Open Learning, providing the employee is accepted and subject to the following terms:
 - (1) no more than four (4) non-credit courses may be taken by an individual employee during any one (1) calendar year;
 - (2) the University reserves the right to limit total bargaining unit employee enrolment in any non-credit course. No employee will be unreasonably denied;
 - (3) normally, an individual employee may not enroll in the same non-credit course more than once in any three (3) year period if the employee has attended less than sixty percent (60%) of such course;
 - (4) an employee may be subject to late registration fees.

28.02 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 Department Head and the Associate Vice-President (Human Resources) prior to registering for the course. Such approval will not be unreasonably withheld; and

- (c) such leave will be granted provided that the operating needs of the department are not prejudiced, but the University agrees to take into account the needs of the employee. In the event of conflicts between employees, such conflicts will be resolved on a seniority basis where operating requirements of the department are not a factor; and
- (d) the employee will inform their supervisor of their course schedule as soon as the employee is made aware of their schedule.
- (e) Thesis semester students are not eligible for such three (3) hours.

28.03 Staff Development

- (a) The University and the Union acknowledge a shared and continuing commitment to staff development and renewal, and will work together to identify and initiate such opportunities for Union members.
- (b) The University and the Union encourage Union members to continue the development of their skills and abilities through courses both degree and non-degree.
- (c) Where an employee wishes to take courses at institutions other than the University of Guelph and doing so will likely increase job proficiency, the financial resources of the department permitting, the employee will be reimbursed for one hundred percent (100%) of the cost of tuition up to a maximum of \$1000 in any one (1) calendar year provided that:
 - (1) Approval for the chosen course or program must be secured in advance from the employee's Chair/Department Head and from the Associate Vice-President (Human Resources). The nature of the program should be such that it will increase the effectiveness of the employee in their present or possible future position with the University;
 - (2) Reimbursement is contingent upon successful completion.
 - (3) Should an employee's request be denied, the employee shall maintain priority consideration, in order of submission for subsequent opportunities.

ARTICLE 29 – EDUCATIONAL LEAVE: FULL-TIME PROGRAMS LEADING TO A DEGREE, DIPLOMA, CERTIFICATE

- 29.01 An employee who wishes to undertake a program which requires full-time attendance may apply for a leave of absence without pay for a period of up to eight (8) calendar months. Such leave shall be approved provided:
- (a) the application is made at least two (2) months in advance of the commencement of the leave;

- (b) prior approval of the leave is given by the Department Head who shall take into account the operating needs of the department. Such approval shall be provided within a ten (10) day period;
- (c) prior approval of the leave is given by the Associate Vice-President (Human Resources) or designate within ten (10) days of receiving such request.

During the period of such leave without pay, the normal benefits cost-sharing arrangements will continue (normal pension contributions will be at the employee's option), provided the employee continues employment following such leave for a period of no less than one (1) year.

ARTICLE 30 – OCCUPATIONAL HEALTH AND SAFETY

30.01

- (a) The University shall make all necessary and reasonable provisions for the occupational health and safety of its employees and shall comply with the *Ontario Occupational Health and Safety Act*.
 - (1) The Union will appoint or elect its representative(s) to the Central Joint Health and Safety Committee;
 - (2) The Union will select its representatives to the Local Joint Health and Safety Committees;
 - (3) Leave required during regular working hours to allow representatives to the Central and Local Health and Safety Committees to perform their duties, as committee representatives, will be without loss of pay;
 - (4) The University recognizes and acknowledges the right of employees to be informed about hazards in the workplace, to be provided with appropriate training, and the right to refuse unsafe work consistent with the *Ontario Occupational Health and Safety Act R.S.O* as amended 1 June 2011;
 - (5) The University will provide, (at no cost to the employees) and employees will wear, appropriate protective clothing and/or other devices, which the University deems necessary to protect employees from the workplace injury or hazard;
 - (6) Upon submission of a receipt of purchase of Canadian Standards Association (CSA) approved safety footwear, employees, whose jobs require the wearing of safety footwear, will be issued a safety shoe subsidy of one hundred ninety dollars (\$190.00) once annually.
 - (7) Employees whose job, as determined by the University, requires the wearing of prescription safety glasses, will be entitled, once every two (2) years, to CSA approved prescription safety glasses. Cost of such CSA approved glasses shall be paid by the University. Authorization forms for

purchase are provided through the Environmental Health and Safety office.

- (b) The University agrees to pay the cost for Level 1 and Level 2 certification as provided by the Workers Health & Safety Centre (WHSC) for Union representative(s) on both the Central and Local Joint Health and Safety Committees.
- (c) The Local Union shall be entitled to meet with representatives of the University to discuss health and safety concerns raised by members of the Local and not addressed in a timely manner at the safety committee level.
- (d) The University and the Union will recognize the International Day of Mourning, April 28th, for workers killed or injured on the job on such date officially established each year, and in recognition, develop and publish a joint proclamation respecting the above.
- (e) The University agrees to provide unpaid release time for up to three (3) Union Health and Safety representative(s) to participate in the Steelworkers' Young Workers Awareness Program by speaking at local area high schools.
- (f) The University agrees to lower all flags flown in the workplace to half-mast in honour and recognition of the Day of Mourning.

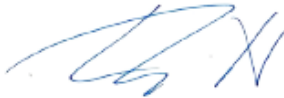
ARTICLE 31 – STEELWORKERS CHARITABLE HUMANITY FUND

31.01 The University agrees to deduct the amount of one cent (1¢) per hour from the wages of all employees in the bargaining unit for all hours worked and prior to the 15th day of the month following. The amount so deducted for the "Humanity Fund" will be forwarded (as payment) to the United Steelworkers' National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The University will advise, in writing, both the Humanity Fund at the aforementioned address, and the local Union that such payment has been made, and the amount of such payment with the names of all employees in the bargaining unit on whose behalf such payment has been made. Employees may opt out of the Humanity Fund by providing written notice of their desire to do so to the Local Union, who shall advise the University of this request. The Union shall provide the charitable receipts to employees.



ARTICLE 32 – TERMS OF AGREEMENT

32.01 This agreement shall continue in effect until October 31st, 2021 and shall continue automatically thereafter for annual periods of one (1) year each unless either Party notifies in writing, not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date, that it desires to amend or terminate this Agreement.

For the University



For the Union

Kim Cherry
Sarah Whelan

Bwakidie
Claire Stevenson.
Jim L. [unclear]


Signed this 30th day of SEPTEMBER 2020, at Guelph, Ontario

SCHEDULE "A"

A. SALARY ADJUSTMENTS

Effective May 1, 2020: 1.00% Base adjustments to be applied to the USW Primary Wage Grid for all active bargaining unit members at Level 7 and below (all incremental steps except maximum) as at the ratification date. All employees above Level 7 will receive the equivalent lump sum payments less deductions (not applied to base earnings/non-pensionable).

Effective May 1, 2021: 1.00% Base adjustments to be applied to the USW Primary Wage Grid for all active bargaining unit members at Level 7 and below (all incremental steps except maximum) as at the ratification date. All employees above Level 7 will receive the equivalent lump sum payments less deductions (not applied to base earnings/non-pensionable).

* In accordance with the restrictions imposed by the *Protecting a Sustainable Public Sector for Future Generations Act, 2019*, there can be no further negotiated adjustments or improvements to total compensation until after April 30, 2022.

B. INCREMENTAL ADJUSTMENTS

1. Employees will progress to their appropriate incremental level based upon Service Review Date (the length of service within their current salary band) and based upon performance as follows:
 - Level 1 – entry level
 - Level 2 – upon the completion of 6 months
 - Level 3 – upon the completion of 12 months
 - Level 4 – upon the completion of 24 months
 - Level 5 – upon the completion of 36 months
 - Level 6 – upon the completion of 48 months
 - Level 7 – upon the completion of 60 months
2. New employees will normally enter at Level 1. In exceptional cases, a request may be made by the hiring department to the Associate Vice-President (Human Resources) or designate, for a new employee to enter at Level 2 or 3. Any such exceptions will normally be based upon prior experience. Notwithstanding the above, in unusual circumstances a new employee may be hired above Level 3.
3. Adjustments to Level 2 will be made upon the successful completion of the probationary period of new employees entering at Level 1. For new employees

entering above Level 1, the normal probationary increase will not apply. If an employee enters at a level greater than 1, progression to subsequent levels will be on the completion of each twelve (12) months of service.

4. An employee will normally be awarded one (1) incremental increase on their Service Review Date. In exceptional cases of superior performance an employee may be awarded two (2) incremental increases on their Service Review Date subject to the approval of the Associate Vice-President (Human Resources) or Designate.
5. Adjustments made by the University under the provisions of Number B.2, Number B.3, and Number B.4 above shall be at the sole discretion of the University and shall not be subject to the grievance procedure.
6. Adjustments beyond Level 2 may be withheld on the basis of performance. In such cases, the Associate Vice-President (Human Resources) or designate must be satisfied as to the validity of reasons for withholding adjustments and the employee concerned must be informed in writing as to why the increase is withheld and the improvements in performance that are expected. Grievances arising out of this Article will be subject to the normal grievance procedure.
7. Level 7 will be the job rate to be reached normally at the completion of sixty (60) months within the salary band. It is understood that the provisions of Schedule A also apply to progression of employees to Step 7 (i.e. with respect to the awarding and withholding of incremental adjustments based on performance).
8. In cases of voluntary demotion the employee will enter the new salary band at a level no higher than Level 7.
9.
 - (a) In cases of disciplinary demotion or reclassification to a lower salary band through the Joint Job Evaluation process, an employee will retain their previous salary provided such salary is less than or equal to the maximum of the new salary band. It is understood that if an employee's hourly rate falls between the defined levels in the new salary band, no adjustment to the hourly rate will occur. On the employee's next service review date, they will be eligible to move to the next higher level.
 - (b) In cases of demotion to a lower salary band as a result of a "reduction in strength", the employee will retain their previous salary. In cases where the employee's hourly rate exceeds the maximum of the lower salary band, the

employee's hourly rate will be "red-circled" and their hourly rate will be managed.

10. In cases of promotion the employee will enter at no less than Level 2 of the new salary band and/or no higher than five per cent (5%) above the employee's previous salary unless this does not put the employee on a defined level, in which case the salary will be moved to the next higher level. In unusual circumstances and with approval from the Associate Vice-President (Human Resources) or designate, an employee may enter at a higher level. Any such exceptions will be based normally on prior experience.

For the University




For the Union

Di's Cherry
Sarah Whelan


Bwakodie

Claire Stevenson



Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario



USW 4120 Salary Grids: May 2020 – April 2022

May 1, 2020 – 1.00% Increase

Band 1	Level 1 \$17.22	Level 2 \$18.10	Level 3 \$19.23	Level 4 \$20.37	Level 5 \$21.54	Level 6 \$22.40	Job Rate Level 7 \$23.30
Band 2	Level 1 \$19.25	Level 2 \$20.25	Level 3 \$21.51	Level 4 \$22.81	Level 5 \$24.08	Level 6 \$25.06	Job Rate Level 7 \$26.07
Band 3	Level 1 \$21.33	Level 2 \$22.38	Level 3 \$23.82	Level 4 \$25.24	Level 5 \$26.64	Level 6 \$27.70	Job Rate Level 7 \$28.80
Band 4	Level 1 \$23.36	Level 2 \$24.52	Level 3 \$26.11	Level 4 \$27.66	Level 5 \$29.20	Level 6 \$30.36	Job Rate Level 7 \$31.60
Band 5	Level 1 \$25.41	Level 2 \$26.69	Level 3 \$28.39	Level 4 \$30.11	Level 5 \$31.78	Level 6 \$33.07	Job Rate Level 7 \$34.39
Band 6	Level 1 \$27.45	Level 2 \$28.87	Level 3 \$30.67	Level 4 \$32.54	Level 5 \$34.30	Level 6 \$35.70	Job Rate Level 7 \$37.13
Band 7	Level 1 \$29.49	Level 2 \$31.01	Level 3 \$32.92	Level 4 \$34.92	Level 5 \$36.84	Level 6 \$38.33	Job Rate Level 7 \$39.85
Band 8	Level 1 \$31.51	Level 2 \$33.12	Level 3 \$35.19	Level 4 \$37.33	Level 5 \$39.44	Level 6 \$41.00	Job Rate Level 7 \$42.64
Band 9	Level 1 \$33.60	Level 2 \$35.25	Level 3 \$37.51	Level 4 \$39.74	Level 5 \$42.04	Level 6 \$43.69	Job Rate Level 7 \$45.44

May 1, 2021 – 1.00% Increase

Band 1	Level 1 \$17.39	Level 2 \$18.28	Level 3 \$19.42	Level 4 \$20.57	Level 5 \$21.76	Level 6 \$22.62	Job Rate Level 7 \$23.53
Band 2	Level 1 \$19.44	Level 2 \$20.45	Level 3 \$21.73	Level 4 \$23.04	Level 5 \$24.32	Level 6 \$25.31	Job Rate Level 7 \$26.33
Band 3	Level 1 \$21.54	Level 2 \$22.60	Level 3 \$24.06	Level 4 \$25.49	Level 5 \$26.91	Level 6 \$27.98	Job Rate Level 7 \$29.09
Band 4	Level 1 \$23.59	Level 2 \$24.77	Level 3 \$26.37	Level 4 \$27.94	Level 5 \$29.49	Level 6 \$30.66	Job Rate Level 7 \$31.92
Band 5	Level 1 \$25.66	Level 2 \$26.96	Level 3 \$28.67	Level 4 \$30.41	Level 5 \$32.10	Level 6 \$33.40	Job Rate Level 7 \$34.73
Band 6	Level 1 \$27.72	Level 2 \$29.16	Level 3 \$30.98	Level 4 \$32.87	Level 5 \$34.64	Level 6 \$36.06	Job Rate Level 7 \$37.50

Band 7	Level 1 \$29.78	Level 2 \$31.32	Level 3 \$33.25	Level 4 \$35.27	Level 5 \$37.21	Level 6 \$38.71	Job Rate Level 7 \$40.25
Band 8	Level 1 \$31.83	Level 2 \$33.45	Level 3 \$35.54	Level 4 \$37.70	Level 5 \$39.83	Level 6 \$41.41	Job Rate Level 7 \$43.07
Band 9	Level 1 \$33.94	Level 2 \$35.60	Level 3 \$37.89	Level 4 \$40.14	Level 5 \$42.46	Level 6 \$44.13	Job Rate Level 7 \$45.89

1. SHIFT PREMIUMS

- (a) Shifts starting between 1200 hours and 1800 hours shall carry a premium of fifty cents (50¢) per hour.
- (b) Shifts starting between 1800 hours and 0600 hours the next day shall carry a premium of seventy-five cents (75¢) per hour.
- (c) Shifts in which more than fifty percent (50%) of the time worked falls on Saturday shall carry a premium of fifty-five cents (55¢) per hour.
- (d) Shifts in which more than fifty percent (50%) of the time worked falls on Sunday shall carry a premium of seventy-five cents (75¢) per hour.
- (e) The premiums shall not be paid where the time worked is paid at the overtime rate.

2. ACTING PAY

An employee requested by the Department Head to perform the regular duties of a position of greater responsibility and band for a period of more than ten (10) consecutive shifts shall be paid a premium of five percent (5%) of their basic rate of pay or the minimum of the salary band for the work which they are performing whichever is greater for the period during which they fulfill the duties of the position in the higher salary band. In cases where this is less than the minimum of the salary band for the new position, the rate of pay may range from five percent (5%) of the employee's current salary to the minimum of the acting salary band. The responsibility pay is to be prorated according to the proportion of responsibilities assumed.

SCHEDULE "B"

11 Hour Shifts – Dispatchers, Campus Community Police

1. Eleven (11) hour shift schedule will be arranged in such a manner that the employee will normally work three (3), eleven (11) hour shifts on days, have three (3) days off, work three (3), eleven (11) hour shifts on nights, and have three (3) further days off.
2. Employees will be provided with two (2), thirty (30) minute unpaid meal breaks, and three (3), fifteen (15) minute paid rest periods per eleven (11) hour shift.
3. Authorized work performed in excess of the employee's normal work schedule of eleven (11) hours, shall be paid at time and one half (1.5) as per Article 19.05.
4. To average the hours worked in a six (6) week cycle to thirty-five (35) hours per week, the University will schedule two (2) eleven (11) hour shifts off per employee for each six (6) week cycle worked. These will be known as rotation days.
5. The following articles will be converted to an hourly equivalent based on seven (7) hours per day:
 - Article 13 – Leave of Absence, with an exception of Bereavement Leave, which will be three (3) shifts.
 - Article 14 – Paid Holidays
 - Article 15 – Vacations
 - Article 16 – Sick Leave; Medical certificates will be required after thirty-five (35) hours of absence.
 - Article 19 – Hours of Work – Overtime will be paid after eleven (11) hours.The intent is to ensure that no additional costs or time off are generated in these or any other Articles/Clauses of the Collective Agreement as a result of the implementation of eleven (11) hour shifts.
6. For clarification of paid holidays, it is understood that an employee who does not work on a paid holiday will receive seven (7) hours straight time holiday pay. If such holiday falls on the employees "regular day off", the employee will also receive seven (7) hours off at another mutually agreeable time. An employee who works on a paid holiday will receive two (2) times the employee's normal hourly rate of pay for all hours worked plus an additional seven (7) hours straight time holiday pay.

SCHEDULE "C"

11 Hour Shifts – AHT's in Large Animal Wards and Small Animal ICU

1. The current shift scheduling arrangement of twelve (12), eleven (11) hours shifts and one (1), eight (8) hour shift per four (4) week cycle will be continued subject to the following provisions:
2. Employees will be provided with one (1) sixty (60) minute unpaid meal break, or with the mutual consent of the employee and supervisor, with no less than two (2) thirty (30) minute unpaid meal breaks. Employees will be provided with three (3) fifteen (15) minute paid rest periods per eleven (11) hour shift.
3. Authorized work performed in excess of the employee's normal work schedule (11 hours or 8 hours as the case may be) shall be paid at time and one-half (1.5) as per Article 19.05.
4. The following articles will be converted to an hourly equivalent based on seven (7) hours per day:
 - Article 13 – Leave of Absence, with the exception of Bereavement Leave, which will be three (3) shifts.
 - Article 14 – Paid Holidays
 - Article 15 – Vacations
 - Article 16 – Sick Leave; medical certificates will be required after thirty-five (35) hours of absence.
 - Article 19 – Hours of Work – overtime will be paid after eleven (11) hours or eight (8) hours as the case may be.

The intent is to ensure that no additional costs or time off are generated in these or any other Articles/Clauses of the Collective Agreement as a result of the implementation of eleven (11) hour shifts.
5. For clarification of paid holidays, it is understood that an employee who does not work on a paid holiday will receive seven (7) hours straight time holiday pay. If such holiday falls on the employees "regular day off", the employee will also receive seven (7) hours off at another mutually agreeable time. An employee who works on a paid holiday will receive two (2) times the employee's normal hourly rate of pay for all hours worked plus an additional seven (7) hours straight time holiday pay.

MEMORANDA OF AGREEMENT

1. Secondment Opportunities
2. Athletic Fee Subsidy
3. Scholarship Plan
4. Parking
5. Job Evaluation
6. Protocol on Essential Animal Care
7. Self-Funded Leave
8. Union Leave
9. Level of Benefits
10. Benefits
11. Taxable Wellness Spending Account
12. Team Leaders
13. Temporary Full-Time Terminations
14. Joint Return to Work Committee
15. Fitness Program Development
16. Printing & Distribution of this Agreement
17. Information Technology Positions
18. Multiple Part-Time Appointments
19. Application of 3.01(i)
20. Sick Leave
21. Domestic Violence
22. Wellness at Work
23. Joint Job Evaluation Process
24. Transition to the New Job Evaluation Tool
25. OMAFRA Enhanced Partnership
26. Pension Contributions and Benefits
27. Early Retirement Subsidy
28. Termination Benefits
29. Consent to the Conversion to the UPP

MEMORANDUM OF AGREEMENT 1 – Secondment Opportunities

In the interest of Staff Development, when a temporary full-time opportunity is available, an employee may apply for a secondment. If granted an interview an employee will request permission from their supervisor prior to competing for the secondment. Approval of such request will not be unreasonably denied. Concerns arising from these requests will not be the subject of a grievance.


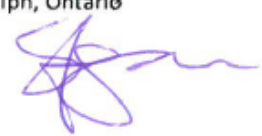
It is expected that an employee will return to their regular full-time position upon completion of the secondment. If the employee’s regular full-time position is declared redundant during the secondment term, the employee will be notified in accordance with Article 25. The University may identify suitable redeployment opportunities during the term of the secondment.

All such opportunities will be posted and awarded subject to Article 18.

For the University



For the Union

di3 cherry
Sarah Whelan

Buakodie
Claire Stevenson
In Lpm


Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario



MEMORANDUM OF AGREEMENT 2 – Athletic Fee Subsidy

Further to the collective agreement between the University of Guelph and USW Local 4120, the University will continue to allocate a sum to subsidize USW members' payment of annual fees for the use of the athletics facilities. The subsidy will reduce the annual fee (not including locker, towel service, course and equipment charges, and Facility Development Fee) to twenty-five percent (25%) of the normal fee. The annual membership will begin as of May 1st. All regular full-time members, including those with 8, 9 or 10 month limited term positions, are eligible for this benefit.

For the University



For the Union

Dianna Cherry
Sarah Whelan

Buakie
Clair Stevenson
Jim L...


Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 3 – Scholarship Plan

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

- a) regular full-time and 8, 9, or 10 month employees;
- b) retired or deceased employees; and,
- c) employees receiving long term disability payments.

“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 the condition and was a dependent of the employees before the age of 26. Spouse includes a legal spouse, common-law spouse or same sex-partner).

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

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

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

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

Those dependent children who do not meet scholarship requirements may also receive financial assistance. Dependent children or spouses wishing to receive a scholarship for

any semester during the academic year of August 1st to July 31st must complete the “tuition scholarship plan for dependent children and spouses of eligible employees” application form available on the Human Resources’ website. New students must submit the completed application form to Human Resources to confirm eligibility of both the applicant (dependent or spouse) and the employee.

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

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

For the University



For the Union

Kim Cherry
Sarah Whelan



Buakelie

Claire Stevenson



Signed this 30th day of SEPTEMBER 2020, at Guelph, Ontario



MEMORANDUM OF AGREEMENT 4 – Parking

Further to the Collective Agreement between the University of Guelph and the United Steelworkers, it is agreed that, should the discussions between the University of Guelph and the Faculty Association result in changes to the parking policy in the areas of priority or reserved parking, the University will meet with the United Steelworkers to discuss similar changes for USW members.

For the University



For the Union

Di Cherry
Sarah Whelan



Buakodie

Claire Stevenson



Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario



MEMORANDUM OF AGREEMENT 5 – Job Evaluation

The parties agree that this MOA will remain in force until the full development and implementation of the revised job evaluation system, process and structure.

Memorandum of Agreement

The University agrees that the following amendments will be made to “A Guide to the USW, Local 4120 Salary Program”, (formerly UGSA Salary Plan) document: This document shall form part of the Collective Agreement between the Parties and be enforceable under its terms and conditions.

Section E, Part 1 and 2

Amend composition of the Committee to eight (8) members and eight (8) alternates. Four (4) members and four (4) alternates will be appointed by the Union and four (4) members and four (4) alternates will be appointed by the University. One (1) member representing the Union and one (1) member representing the University shall be designated as the Union co-chair and the University co-chair, respectively.

Add to Section E, Part (1) – as new #4

“The University shall be responsible for initial joint training for all committee members and alternates”, and renumber points 4 through 17 as appropriate.

Add to Section E, Part (8) – add as follows,

“The University’s Job Evaluation Coordination will serve as a resource person and facilitator. The position will be non-voting and will maintain records, schedule meetings, and bring in information as required by the committee....”

Section G, (2)

Amend last paragraph to read, “...it will be dealt with by the committee within sixty (60) working days, subject to committee availability.”

Section E, Part 10 “Consensus”

add as new last sentence... “In the event that the committee is unable to reach a consensus, the matter will be referred to the Job Evaluation Steering Committee.”

Section E, Part 17 (ii)

Delete existing 3rd sentence and replace with the following: "If an employee is not satisfied with the reasons, they may pursue the issue through the provisions of the Grievance procedure as outlined in Article 9 of the Collective Agreement."

For the University



For the Union

Di Cherry
Sarah Whelan



Buakodie

Claire Stevenson



Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario



MEMORANDUM OF AGREEMENT 6 – Protocol on Essential Animal Care

The University of Guelph and the United Steelworkers agree in principle, that the proper care of research animals and animal patients (subject to paragraph 3 in the Terms of Reference of the March 31, 1993 Report of the Joint Committee on Essential Animal Care and in accordance with the Operational Procedures signed September 9, 2014) will be maintained by the members of the United Steelworkers in the event of a strike or lockout in the course of the current Collective Agreement or its continuance, if the United Steelworkers gives its consent and if the employees are willing and able to do so.

If possible, at least ten (10) working days before the commencement of strike or lockout, the employer will designate and identify a number of positions which it deemed sufficient to provide for continuous proper care of the animals during the strike or lockout. A list of the positions will be delivered to the Union, and the Parties agree to meet with a view of executing a formal agreement with respect to the employees affected.

All persons so designated will be paid as per the USW Collective Agreement during the period of designation.

Due regard will be had for previously arranged vacations and other matters and as far as possible the designated duties will be dispersed among all appropriate employees as per the USW collective agreement.

Only essential animal care duties will be assigned by supervisors to these designated employees.

In implementing this Memorandum the University and Union will also refer to the Operational Procedures as established by the Joint Committee, in order to give effect to the overall intentions of the parties. Any perceived inconsistencies between this Memorandum and the Operational Procedures will be discussed and resolved through mutual agreement.

In the event of a dispute arising from the implementation of this Memorandum the parties shall name a mediator to assist in resolving the disagreements.

* Proper care implies provision of appropriate temperature, humidity, light cycles, ventilation, food, water and cleaning as well as exercise and nursing care where appropriate.

** Research animals includes animals utilized in research, teaching and testing.

***Appropriate number of positions is based on the Joint Committee on Essential Animal Care recommendations (see March 31st, 1993 Report of the Joint Committee on Essential Animal Care). This number is dependent upon the numbers of animals in the facility.

For the University



For the Union

di's cherry
Sarah Whelan



Buakodie

Claire Stevenson.



Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario



MEMORANDUM OF AGREEMENT 7 – Self Funded Leave

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

How It Works

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

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

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

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

Examples of Salary Deferral Options for Annual Salary of \$54,000:

Period of deferral in years	Salary deferral per year	Annual salary payable in deferral period	Annual Salary payable in leave of 1 year
1	33⅓% = \$18,000	66⅔% = \$36,000	33⅓% = \$18,000
2	33⅓% = \$ 18,000	66⅔% = \$36,000	66⅔% = \$36,000
2	25% = \$13,500	75% = \$40,500	50% = \$27,000
3	25% = \$13,500	75% = \$40,500	75% = \$40,500
3	20% = \$10,800	80% = \$43,200	60% = \$32,400
4	20% = \$10,800	80% = \$43,200	80% = \$43,200
4	25% = \$13,500	75% = \$40,500	100% = \$54,000
5	20% = \$10,800	80% = \$43,200	100% = \$54,000
5	15% = \$8,100	85% = \$45,900	75% = \$40,500
6	10% = \$5,400	90% = \$48,600	60% = \$32,400
6	15% = \$8,100	85% = \$45,900	90% = \$48,600

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

Terms and Conditions

Eligibility

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

Application

It is recommended that all the implications of self-funded leave plan be fully understood before you apply. Hence, discuss the plan with someone in the Compensation and Benefits Department before applying.

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

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

Salary Deferral

The amount of salary to be deferred in any one (1) year may not exceed thirty-three and one-third percent (33⅓%) of your annual salary. The deferred salary will be held in a separate account for you in a bank or trust company chosen by the University of Guelph. Interest will be credited to your account monthly. The accumulated interest will be paid and reported to you each year during the deferral period.

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

Duration of Leave

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

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

Payment of the Deferred Salary

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

Return from Leave

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

Cancellation of Leave

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

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

Benefit Coverage

During the Salary Deferral Period

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

- Vacation credits, sick leave and seniority will accumulate as if you are receiving one hundred percent (100%) of salary.

During the Leave Period

- You will continue to contribute to the Pension Plan on your full one hundred percent (100%) salary.
- Income Tax and Canada Pension Plan contributions will be deducted from the deferred salary payments.
- Employment Insurance premiums will not be deducted from the deferred salary payment as the leave period is not a period of employment for purposes of Employment Insurance (Unemployment, Sickness, Adoption, Maternity and Paternal Leave). The period of leave may hinder your eligibility for Employment Insurance Benefits. Please contact the Compensation and Benefits Department for further details.
- Life Insurance and Long Term Disability premiums and benefits will be based on your full one hundred percent (100%) salary. Normal cost-sharing arrangements will apply.

If you become disabled during the leave period your sick leave payments and long term disability elimination period will commence upon the scheduled completion of your leave, assuming you are disabled at that time.

- Major Medical and Dental Insurance premiums will continue, and the normal cost-sharing arrangements will apply.
- You will remain eligible for normal salary increases based on the level of performance while in full-time employment.
- Vacation will not accumulate and cannot be used after the first month of leave.
- Sick Leave will not accumulate after the first month of leave and cannot be used during any period of the leave.
- You will continue to receive credit for length of service.
- Seniority shall accrue during the period of leave.

Other Matters



The University intends to maintain this plan in force indefinitely, but retains the right to amend or discontinue this plan in whole or in part at any time. However, no amendments

to this plan initiated by the University will reduce the benefits accruing to you if you are enrolled in this plan at the time of the amendment.

For the University



For the Union

di's cherry
Sarah Whelan

Bwakodie
Claire Stevenson.
Jim L


Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 8 – Union Leave



Further to the Collective Agreement between the United Steelworkers and the University of Guelph and in accordance with Article 8.11 the Union will be provided with one hundred and twenty-five (125) unpaid days of leave per contract year. It is agreed that during the life of this agreement, the Union may utilize more than the yearly allocation in any one (1) contract year, as long as the total of three hundred and seventy-five (375) days is not exceeded over the life of this Collective Agreement.

An employee on such leave will continue to be paid by the University but the Union shall, on a monthly basis, reimburse the University as per Article 13.02.

For the University



For the Union

Di's Cherry
Sarah Whelan

Bwakodie
Claire Stevenson.
Jim L


Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 9 – Level of Benefits

Further to the Collective Agreement between the United Steelworkers and the University of Guelph, and in accordance with Article 23.01 it is agreed that the level of entitlements for the benefits indicated in Article 23.01 excluding 23.01 (e) – Pension Plans, will be maintained at no less than the current levels during the life of this Collective Agreement.

For the University



For the Union

Di Cherry
Sarah Whelan



Buakodie

Claire Stevenson



Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario



MEMORANDUM OF AGREEMENT 10 – Benefits

The annual dollar allocation for psychologist’s coverage under the extended health plan will increase from one thousand two hundred dollars (\$1,200) to one thousand five hundred dollars (\$1,500) per calendar year effective the first day of the second month following the ratification of the Collective Agreement.

For the University



For the Union

Kim Cherry
Sarah Whelan



Buakodie
Claire Stevenson.

In Lp

Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario



MEMORANDUM OF AGREEMENT 11 – Taxable Wellness Spending Account

For the purpose of establishing the program effective January 1, 2021 and each January 1st thereafter, the University will provide a Taxable Wellness Spending Account (TWSA) to all active eligible Regular Full-Time (RFT) and Continuing Limited Term (CLT) and Temporary Full-Time (TFT) employees hired for greater than twelve (12) months as at the ratification date. Each eligible employee will be provided with a TWSA in the amount of two hundred dollars (\$200).

The TWSA is intended to support the health and wellness for employees only (i.e. spouses/dependents are not eligible). This account can be used to pay for items including, but not limited to: fitness club membership fees, fitness or sporting equipment, personal training sessions, nutritional counselling, weight loss programs, smoking cessation programs, legal advice and/or financial advice.

Wellness spending account reimbursements are taxable benefits and will be reported on annual T4 statements of the employee.

Operation

1. Eligibility

Participation in the TWSA arrangement is restricted to active and eligible RFT and CLT and eligible TFT employees represented by USW Local 4120 meeting the criteria as set out below:

- In order to be eligible to participate, a TFT employee must be employed on a contract greater than twelve (12) months or have been continuously employed full-time with the University for twelve (12) months or more as at May 1, 2020, or each January 1st thereafter.
- For the purpose of this Agreement, active RFT, CLT, and TFT employees shall include those employees on any statutory protected leave (i.e. maternity or parental leave, family medical leave, etc.), short term disability, long term disability, drawing WSIB benefits, on vacation or an otherwise approved paid leave of absence. Individuals on long-term disability on the effective date of the program will not be eligible to participate in the program until such time as they return to active employment.
- An active employee does not include an RFT, CLT or TFT employee on a leave of absence without pay for a period of thirty (30) calendar days or more.
- A CLT employee will be permitted to make submissions and receive reimbursements under the TWSA program during their normal period of lay-off.
- Retirees are not eligible to participate in the TWSA arrangement.

- Newly hired RFT, CLT and TFT employees will have access to one hundred percent (100%) of TWSA for the calendar year, provided their employment commences on or before July 1st of the same calendar year.
- All RFT, CLT and TFT employees whose employment commences after July 1st, with the exception of those hired after November 30th, as detailed below, will see their TWSA prorated by fifty percent (50%) for the balance of that calendar year.
- Those employees hired after November 30th will not be eligible to participate in the TWSA program until the following calendar year.

2. Account Balance Carry Forward Provisions

- Unused TWSA account balances can be carried forward and combined with new TWSA credits for the following calendar year.
- At the end of the second calendar year, any balances remaining from the previous year will be forfeited. (i.e. spending in any one (1) year must exceed funds carry forward from year immediately preceding.)

3. Payment of Claims

- For the purpose of program implementation, the claim year will be May 1st, 2020 to December 31st, 2020. Following implementation, the claim year will be January 1st to December 31st.
- Employees can submit claims toward their TWSA at any time throughout the year, however, all claims must be received by the carrier no later than March 31st following the year in which the expenses have been incurred. Employees retiring or terminating must have all claims incurred prior to their termination or retirement date submitted within thirty (30) calendar days of their last day of employment.

For the University

For the Union

di's cherry
 Sarah Whelan

 Beakodie
 Claire Stevenson.

Signed this 30th day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 12 – Team Leaders

The University of Guelph and the United Steelworkers, Local 4120, agree that, on occasion, the University needs “

Team Leaders”. The parties agree that the following terms and conditions apply:

- (a) vacancies for Team Leader positions shall be posted under Article 18 and/or filled consistent with Article 17 and/or Memorandum of Agreement #1.
- (b) on appointment the Team Leader shall receive a team leader premium of 5% above the normal hourly rate the employee is currently earning, if the Team Leader is within the same salary band as the group of employees to which the functional guidance is being provided. In those situations where the Team Leader position is evaluated to be in a higher salary band than the group of employees to which they provide functional guidance, then no additional team leader rate will be provided.
- (c) the provision of team leader premium under clause (b) is without prejudice to any party’s right to refer the Team Leader position to the joint and equal job evaluation committee to determine if it should be reclassified, in which situation sub paragraph (b) applies.

For the University



For the Union

Di's Cherry
Sarah Whelan

Bwakodie
Claire Stevenson
Jim L


Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 13 – Temporary Full-Time Terminations

Should the University decide to terminate a temporary full-time bargaining unit member prior to their contract end date, insofar as is reasonably practicable, the University will provide the Union with five (5) days advance notification. This Memorandum will not apply to termination in which the University is alleging cause.

For the University



For the Union

Di Cherry
Sarah Whelan



Buakodie

Claire Stevenson.



Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario



MEMORANDUM OF AGREEMENT 14 – Joint Return to Work Committee

The Parties acknowledge the shared benefits to the University, the Union, and to employees of an early and safe return to work of an employee who has been absent due to WSIB Lost Time, short-term sick leave or long-term disability. A return to productive pre-injury work is the ultimate goal but it may not be possible right away. Modified or restricted work activities through a return to work program can be the key to a progressive and safe return to work.

As such the Parties are committed to the following:

- (a) A copy of the Employers' Report of Injury or Disease (Form 7) will be forwarded to the USW Local 4120 campus office within five (5) working days of submission to the Workplace Safety Insurance Board;
- (b) The University will notify the Union within five (5) working days of any bargaining unit member who has been issued with an LTD application kit;
- (c) To assist employees in the early and safe return to work, the Parties will utilize, when required, a Joint Return to Work Committee.
- (d) On a monthly basis, Occupational Health and Wellness (OHW) will provide the union with a summary of those bargaining unit employees off work due to sickness or injury and who are actively working with OHW on a return to work plan currently or for the future, and their return to work status.

Terms of Reference

- (a) Objective: To assist, employees to make a safe and timely return (perhaps with bona fide medical requests for accommodation) to meaningful employment after an absence from work due to WSIB Lost Time; short-term sick leave; long term disability.
- (b) Committee membership will be comprised as follows:
 - 1) Up to three (3) members from the Union (designated by the Local);
 - 2) Up to three (3) members from the management group (designated by the University). One (1) of which will be the Occupational Health and Wellness Administrator;
 - 3) Each party will be responsible for establishing their co-chairs.

- (c) The committee will meet within five (5) days of a request by either co-chair.
- (d) In order to meet its objective, the Committee will utilize the applicable and appropriate legislation and correspondence and other relevant information as related to the specific case including the employee's doctor's recommendation and assessment, functional abilities information obtained through the WSIB functional abilities form, and/or other sources; advice as provided by Occupational Health and Wellness, and the applicable provisions of the Collective Agreement.
- (e) The Committee will work to resolve case-specific return-to-work issues. Either Party to the Committee may request the assistance of the employees' Supervisor and other resources (both internal and external) to assist them.
- (f) Orientation and ongoing training (as identified by the Committee) will be provided through Occupational Health and Wellness or other agreed upon resources.
- (g) All matters, information and Committee discussion, will be held in a confidential manner.
- (h) The Committee by mutual agreement will have the authority to develop guidelines or directions with respect to the specific return to work situation. These guidelines or directions may include, but are not limited to, clarification of the roles and responsibilities of the Committee, the employee, and the supervisor in affecting a successful return to work situation.
- (i) It is understood that meetings of the Joint Return to Work Committee will be held during regular University working hours at no loss of pay to committee members.
- (j) In assessing the employee's return to work situation, every effort will be taken to return the employee to their pre-injury position (with the appropriate accommodations, if required). Only if the pre-injury position is not available or if the pre-injury position has been deemed as not suitable (based on the employee's doctor's recommendation and assessment, and confirmed by the University's Occupational Health Physician's assessment, and other relevant information) will the employee be returned to suitable and appropriate work in an alternate position.

(k) The Parties further agree that should a disagreement arise as to whether a position is suitable for the returning employee the Committee will utilize the WSIB Return to Work mediation process or the grievance procedure outlined in the Collective Agreement where such illness or injury is not work related.

For the University



For the Union

di cherry
Sarah Whelan


Bwakodie
Claire Stevenson
Jim L


Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 15 – Fitness Program Development

The University agrees on a one-time only basis during the life of this Collective Agreement, to reimburse USW Local 4120 members at seventy-five percent (75%) of the cost of enrolment and participation in one of the offerings available under Nutrition Services, Fitness Services or Fitness Testing Services at the University of Guelph Health and Performance Centre or enrolment in the “Weight Watchers” 10 week or 14 week or 20 week or 36 week “At Work Program” (one program only).

For the University



For the Union

di's cherry
Sarah Whelan



Buakodie

Claire Stevenson.



Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario



MEMORANDUM OF AGREEMENT 16 – Printing and Distribution of this Agreement

The parties agree that within thirty (30) days of ratification, a copy of the Collective Agreement will be drafted and reviewed. Within a further thirty (30) days, the Collective Agreement will be finalized and the University shall make the Collective Agreement available on the Human Resources website.

The electronic version of the Agreement shall be fully searchable and have a Table of Contents with listed articles linked to the relevant text. The University shall provide the Union with a web-ready electronic version of the Agreement. The University shall ensure there are sufficient hard copies of the Agreement available to provide a copy to those Members with accessibility issues, at no cost to the Member or the Union.

The University shall provide the Union with one hundred and twenty-five (125) additional copies of the Agreement at no cost to the Union.

The printing of this Agreement shall be completed at a unionized facility that is certified to use a Union Label.

For the University



For the Union

liz cherry
Sarah Whelan

Bwakodie
Claire Stevenson.
Jim L


Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 17 – Information Technology Positions

Further to discussions during collective bargaining for a renewal agreement covering the period May 1, 2005 to April 30, 2008, and the resulting agreements to amend Article 3.01, the parties acknowledge that information technology positions currently exist under the USW agreement and the Professional Staff Association (PSA) agreement.

It is agreed that the amendments to Article 3.01 will not impact the employee group status of any current positions. Specifically, neither party will attempt to make a case that any existing information technology position should be represented by the other employee group.

The employee group status of any future newly created information technology position will be determined at the time without reliance on the current status. Should there be a disagreement with respect to employee group status, the parties will rely on Article 3.02 if the collective agreement to address the issue.

For the University



For the Union

Kim Cherry
Sarah Whelan

Bwakie
Claire Stevenson
In Lp


Signed this 30th day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 18 – Multiple Part-Time Appointments

Employees holding multiple part-time (MPT) appointments in accordance with the following criteria will be considered USW members subject to the terms and conditions as outlined below.

1. Employees with a MPT status must be employed in position(s) that perform work that is traditionally performed by the USW that would otherwise be covered by the terms and conditions of the Collective Agreement were it not for the reduced hours. By way of example, an employee could not be said to have obtained MPT status if they were employed as a part-time agricultural assistant and a part-time food services worker, irrespective of the total hours worked.
2. In order to be granted MPT status an employee must hold all appointments in the same department or directorate and be performing work that is substantially similar work in those appointments. Examples of a department or directorate include but are not limited to the OVC-HSC, Lab Services - Food Lab, and so on. Employees holding part-time appointments across multiple department or directorates will not be eligible for MPT status.
3. Employees holding MPT appointments must first satisfy the parties agreed upon definition of “regularly working”. An employee must hold not more than three (3) part-time appointments, whose combined regular hours are equal to or exceed twenty-four (24) hours per week, averaged over a two (2) week pay period. In order to be considered a MPT employee, an employee must satisfy the above noted criteria by working the majority of pay periods within a consecutive twelve (12) week period (the “qualification period”). There will be no restrictions on the length of time that the appointments comprising MPT status can remain part-time, and there will be no requirement to either post or otherwise convert such appointments to regular full-time.
4. The decision by the University to discontinue one (1) or more of the part-time appointments that comprises a MPT status will not be the subject of a grievance.
5. Employees with MPT status will not have access to the redeployment provisions of the Collective Agreement upon cessation of employment.
6. Should an incumbent with MPT status vacate one (1) or more of the appointments, for any reason, the position will revert to a part-time position that will not be covered under the terms and conditions of the Collective Agreement.

7. Should a reduction in hours occur, or should an appointment of determinate length run its course, such that the an employee with MPT status ceases working twenty four (24) hours per week, they will be removed from the bargaining unit and all rights under this arrangement and/or the Collective Agreement will cease. The University will conduct regular audits pursuant to this clause.
8. The University will deduct dues from the pay of employees with MPT status and remit them to the Union in accordance with Article 7 of the Collective Agreement.
9. Nothing in the agreement will result in any loss of rights or entitlements for a regular full-time USW member who may be employed in cross appointments at the date of this agreement, if any.
10. Employees with MPT status will be granted the rights and entitlements under the Collective Agreement, exclusively:
 - a. Receive a second level of consideration for bargaining unit job postings in accordance with Article 18.03 (a)(2);
 - b. Access to the grievance procedure in accordance with Article 9, except as limited by #4;
 - c. Be eligible for benefits in accordance with criteria of the University Benefit Booklet;
 - d. Be paid an hourly wage rate in accordance with the USW wage grid for each part-time appointment.

For the University

For the Union

Sarah Whelan


 Bwakodie
 Claire Stevenson.

Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 19 – Application of 3.01(i)

With respect to the application of Article 3.01 (i), the University and the Union agree that in circumstances where a part-time employee exceeds the twenty-four (24) hours threshold in the majority of pay periods within a consecutive twelve (12) week period, the employee will be granted temporary full-time (TFT) status under the Collective Agreement.

For the University



For the Union

Elizabeth Cherry
Sarah Whelan



Buakodie

Claire Stevenson



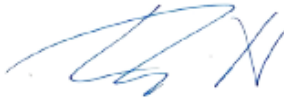
Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario



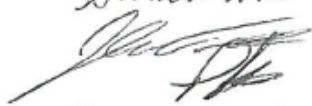
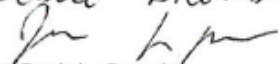
MEMORANDUM OF AGREEMENT 20 – Sick Leave

1. From time to time an employee may be diagnosed with a specific chronic medical illness or disease that results in the employee being unable to work a full work week on an ongoing basis. (For example: may be medically required due to the specific condition to be absent one day per week on a weekly basis).
2. The employee shall provide medical evidence from their attending physician to Occupational Health and Wellness confirming that they have a chronic medical illness or disease that prevents her/him from working a full work week on a continuing basis.
3. Where the medical evidence does not support a long-term disability claim to cover the employee for the days that they cannot work due to their chronic illness/disease, the employee shall have sixty (60) paid sick days renewable annually (January 1st) to cover those absent days.
4. The employee shall be required to provide medical updates on an annual basis with respect to their specific condition and ongoing requirements for accommodation, or when there is a change in condition.

For the University



For the Union

di's cherry
Sarah Whelan

Bwakodie
Claire Stevenson.



Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario



MEMORANDUM OF AGREEMENT 21 – Domestic Violence

The University and the Union agree that all employees have the right to be free from domestic violence and are committed to providing assistance and a supportive environment to employees who are experiencing domestic violence by providing appropriate assistance and supports. The University and the Union recognize that assistance and supports that are adopted must be specific to individual needs, which will vary. Accommodations and supports that can be considered include but are not limited to accommodating a leave of absence under the various provisions of this collective agreement, modifying working hours, adjusting work schedules, referral to campus/community supports, referral to the Employee and Family Assistance Program (EFAP) or other appropriate resources, providing for discretionary time off with pay, and working with the employee and Campus Community Police to design and implement an individual safety plan. The University and the Union recognize that situations of domestic violence are highly sensitive and accordingly will only disclose relevant information on a need to know basis, or as may be legally required. The University may request supporting documentation reasonable in the circumstances, from the employee needing to access these supports, or the Union representative acting on behalf of the employee.

For the University



For the Union

Di's Cherry
Sarah Whelan

Bwakidie
Claire Stevenson
In L p


Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 22 – Wellness at Work

The University and the Union are committed to contributing to and maintaining a healthy working environment. Towards this aim, the University through its Wellness@Work initiative through Excellence Canada is currently undertaking an assessment of its workplace programs and policies, which focuses on the psychological health and wellness in the workplace. The Union will continue to have a seat on, and participate on a Joint Committee under this initiative. The assessment of policies and programs is one of several initiatives aimed at meeting accreditation through Excellence Canada, which incorporates the National Standard on Mental Health. The University is committed to making best efforts to achieve this accreditation.

For the University



For the Union

Di's Cherry
Sarah Whelan

Bwakodie
Claire Stevenson



Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 23 – Joint Job Evaluation Process

During the 2017 round of collective bargaining, the parties restated their commitment to implementing a revised job evaluation system that is transparent, unbiased, timely, and effective that ensures compliance with applicable legislation.

The parties maintained their agreement that pre-implementation; they will continue to utilize the current Job Evaluation Tool. The tool shall continue to be used for the purposes of evaluating positions within the bargaining unit, until such time when the new system is launched.

For the University



For the Union

Elizabeth Cherry
Sarah Whelan

Bwakidie
Claire Stevenson




Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 24 – Transition to the New Job Evaluation Tool

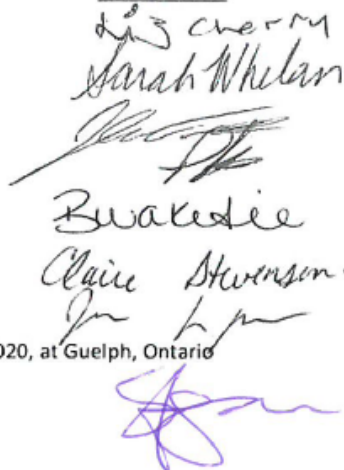
In order to increase the efficiency of the Job Evaluation (JE) process and ensure the timely release of JE results to bargaining unit members, the University and the Union agree that the Human Resources Division will be responsible for evaluating all positions covered by the Collective Agreement under the New JE Tool, following its implementation. The University agrees that the Union will be notified of JE outcomes, including any position evaluations or reclassifications, prior to notification of the incumbent(s). The Union reserves the right to challenge any job evaluation outcome through the grievance and arbitration procedure in accordance with the provisions of the Collective Agreement. Prior to the filing of a grievance, a representative from the Union will meet with a representative from the Total Compensation unit of Human Resources to attempt to resolve its concerns. Any grievance by the Union alleging an inappropriate JE outcome will be filed at Step 2 of the grievance procedure. The University and the Union will make the necessary modifications as may be required to the Job Evaluation Manual, and any other JE documents between the parties as may be required, to give effect to this agreement. Memorandum of Agreements #5 – Job Evaluation and #23 – Joint Job Evaluation Process, will remain in effect until such time as the New Job Evaluation Tool is implemented.

In support of this initiative the University will provide the Union with additional paid Executive Release time, in accordance with Article 8.09. Under this arrangement to the University will provide the Union with a 0.5 FTE of paid release time to an agreeable member of the Local who possesses significant experience in JE. During the release period, the member will provide pre and post implementation support to this initiative. The duties and deliverables associated with this position will be determined jointly between the parties consistent with the intentions of this Memorandum of Understanding but will generally include, but will not be limited to, acting as the primary point of contact between the University and the USW Local 4120 on matters related to JE in addition to acting as the primary resource on JE for members.

For the University



For the Union



Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 25 – OMAFRA Enhanced Partnership (revised November 2005)

Further to the Collective Agreement between the University of Guelph and USW Local 4120 the following is agreed to with continuing seniority issues.

The Parties agree that the Collective Agreement is hereby amended to give effect to this agreement wherever necessary.

The duration of this agreement except where stipulated otherwise shall be the same as for the Collective Agreement.

For the purposes of identification this agreement will refer to the former OMAFRA employees as belonging to the Enhanced Partnership Tiered Seniority group (hereinafter called “EPTS”).

1. It is agreed that the following continuing seniority provisions will apply with regard to EPTS employees who were offered employment commencement with the University on or about April 1st, 1997.

- (a) Subject to c) and d) below, the following shall apply:

- EPTS employees who commenced employment with the University on or about April 1st, 1997, have no seniority as at commencement, and shall earn USW bargaining unit seniority as would any new employee within the bargaining unit. For example, an EPTS employee with five (5) years of seniority with OMAFRA on March 31st, 1997, commencing employment on April 1st, 1997, would possess eight (8) months of USW bargaining unit seniority on November 30th, 1997.

- (b) Subject to c) and d) below, as EPTS employees will accrue USW bargaining unit seniority as would any new employee within the bargaining unit, any application of the layoff and bumping procedures (Article 12 and 25) will be based upon accrued USW seniority only.

- (c) For the purposes of layoff/bumping and the application of seniority (i.e. Article 12 and 25), EPTS employees will have combined seniority (i.e. OMAFRA seniority plus accrued USW seniority) within their own EPTS group. For example, an EPTS employee whose position is made redundant or is to be laid off will be granted their OMAFRA seniority for the purposes of redeployment and exercising their bumping rights with other EPTS employees.

- (d) An EPTS employee who commences employment with the University on April 1st, 1997, will use their accrued USW seniority for the purpose of vacation

scheduling (i.e. Article 15.07) except where scheduling is among other EPTS employees. For example, they may exercise their OMAFRA seniority between other EPTS employees for scheduling of vacation.



(e) An EPTS employee who commences employment with the University on or about April 1st, 1997, for the purposes of Articles 13, 14, 15, 16 and 28, service with OMAFRA will be counted as service within the USW. Service for all other purposes including Articles 25.06 and 25.08 shall be calculated from commencement of employment with the University.

2. It is agreed that upon retirement from the University of Guelph, EPTS employees who have ten (10) or more years of continuous service with the Government of Ontario and of which some part of the ten (10) or more years includes membership with the Public Service Pension Plan and/or the OPSEU Pension Plan, they are not eligible for post-retirement group benefits from the University of Guelph. These employees will be entitled to coverage for insured benefits through the Government of Ontario in accordance with Order in Council 162/91.
3. The Parties agree that any disputes about the proper application of this Memorandum of Agreement shall be resolved by mutual agreement, or in the absence of such agreement, by resort to the Grievance and Arbitration Procedures provided within the Collective Agreement.

For the University



For the Union

Di's Cherry
Sarah Whelan

Bwakodie
Claire Stevenson
Jan L


Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 26 – Pension Contribution and Benefits

Table of Pension Plan Changes: Contribution Rates (ongoing)

Effective Date	May 1, 2017	May 1, 2018	May 1, 2019
Below YMPE	7.75% *	8.00% **	8.25% **
Above YMPE	9.25% *	9.50% **	9.75% **

* May 1, 2017 reflects current percentage contributions for USW Local 4120 members.

** The rates above are established as the maximum member contribution rates.

The University and the Union agree in principle to a negotiated framework for the sharing of Normal Actuarial Cost of the Retirement Pension Plan through collective bargaining. Under this framework, should the current filed valuation report filed prior to September 1st of each year show an increase in the University’s Normal Actuarial Cost to a level above 100% of the member contribution rates at that time the University will meet with the Union to review the applicable valuation results including support for the Normal Actuarial Cost increase, negotiated as part of the terms of this agreement.

This review will include documentation prepared by the Plan’s Actuary who certifies the new Normal Actuarial Cost requirement in respect of the USW 4120 members, including a summary of the underlying USW 4120 membership data used to prepare the valuation results.

Pending such certification of results by the Plan Actuary, member contribution rates will increase to fund 50% of that portion of the University’s Normal Actuarial Cost above 100% of member contributions at the time of the valuation. Under this calculation, member contributions will be subject to a maximum increase of 0.25%, to be implemented effective May 1, 2018 & May 1, 2019. Unless otherwise provided for under this Schedule, member contribution rate increases will not exceed 0.50% during the term of the Collective Agreement. The Employer contribution rates will continue to be determined by the Plan Actuary, but in no case shall be less than the member rates.

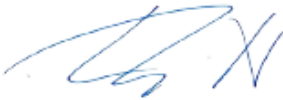
Precise determination of any adjustments to member contribution rates will be made by the Plan Actuary with due consideration being given to the importance of recognizing earnings below and above the Year’s Maximum Pensionable Earnings (YMPE).

It is recognized that discussions are underway with respect to the UPP (University Pension Plan) initiative with the objective of forming a multi-employer JSPP (Jointly Sponsored Pension Plan), within the sector. The above contributions will be subject to change should



there be a ratification of a JSPP agreement by plan members including USW 4120 and the University.

The language will remain in effect until the UG Conversion date at which time it will be deleted as per the Memorandum of Agreement Regarding Consent to the Conversion to the UPP.

For the University



For the Union

di3 cherry
Sarah Whelan

Bwakodie
Claire Stevenson.
Jon L


Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 27 – Early Retirement Subsidy


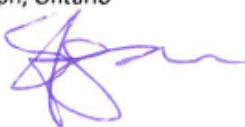
The University agrees to a discussion of providing a temporary window of ninety (90) days equivalent to the “Rule of 60” at the first round of bargaining subsequent to the Plan reaching a solvency funding ratio of at least 100%.

The language will remain in effect until the UG Conversion date at which time it will be deleted as per the Memorandum of Agreement Regarding Consent to the Conversion to the UPP.

For the University



For the Union

di's cherry
Sarah Whelan

Bwakodie
Claire Stevenson
In Lp


Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario

MEMORANDUM OF AGREEMENT 28 – Termination Benefits

Effective January 1, 2012, the Retirement Plan was amended to remove the minimum termination benefit of two times the accumulated member’s required contributions for USW 4120 members in respect of pensionable service accrued on or after January 1, 2012.

Effective January 1, 2012, for future pensionable service, all early retirement subsidies were removed for members who terminate plan membership before age 55.

The language will remain in effect until the UG Conversion date at which time it will be deleted as per the Memorandum of Agreement Regarding Consent to the Conversion to the UPP.

For the University



For the Union



Buakie

Claire Stevenson.



Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario



MEMORANDUM OF AGREEMENT [“MOA”]

BETWEEN

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

– and –

THE UNITED STEELWORKERS, LOCAL 4120
(hereinafter referred to as the “Union”)

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

WHEREAS the University and the Union are parties to a collective agreement with an expiry date of April 30, 2020 (the “Collective Agreement”);

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

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

NOW THEREFORE the parties agree as follows:

1. Consent to Conversion under the Pension Benefits Act

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

2. Participation in the UPP

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

3. Member/employer contributions under the UPP

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

9.2% of Pensionable Salary up to the YMPE; and

11.5% of Pensionable Salary over the YMPE

4. Pension Contribution Offset

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

5. Amendments to the Collective Agreement

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

- (a) The following will be considered deleted from the USW Local 4120 Collective agreement of, equivalently considered void;
 - (i) Memorandum of Agreement 23 – Pension Contributions and Benefits
 - (ii) Memorandum of Agreement 24 – Early Retirement Subsidy
 - (iii) Memorandum of Agreement 25 – Termination Benefits
 - (iv) The reference to “pension plans” in Article 23.01(e)
- (b) The incorporation of “no grievance and arbitration provisions” respecting pension matters – i.e. any and all issues related to the UPP shall not constitute a “difference” between the parties for the purposes of the Ontario Labour Relations Act or the collective agreement in effect on the UG Conversion Date and must be addressed under the provisions of the UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the University and the Union that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and
- (c) Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

6. Enforcement of the MOA

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

7. Ratification

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

FOR THE UNIVERSITY

Don O'Leary
▶
Shanda Harley
▶

▶

FOR THE UNION

hiz Cheny
▶
[Signature]
▶
Alex D. McLean
▶

DATED AT GUELPH THIS 04 DAY of January 2018. 19
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LETTER OF UNDERSTANDING – Temporary Layoff Provisions (COVID-19)

The Union and University acknowledge that the COVID-19 pandemic (“Pandemic”) has resulted in unanticipated and unprecedented circumstances for the University and its staff and that the University has a need to quickly adapt to these circumstances.

The University and the Union acknowledge that the social, economic and health crises related to the pandemic are far reaching and constantly evolving and that many social norms, rules, practices and laws were necessarily modified or deemed insufficient in the face of the pandemic.

The University and the Union agree that this LOU is born of a global pandemic and is entered into on a without prejudice and precedent basis and is intended to address the unique and unforeseen circumstances which have resulted from the Pandemic.

The parties recognize that the language that governs layoff in Article 25 of the current USW 4120 Collective Agreement may be difficult to apply in the specific circumstances brought on by COVID-19.

The parties are desirous of entering into an agreement that will allow for fairness and flexibility while protecting the interests of the bargaining unit.

As such, the Union and University have agreed to this LOU to for the purpose of temporary layoffs in response to the Pandemic.

1. These terms and conditions shall be applicable only to temporary layoffs created by or ancillary to the effects of COVID-19.
2. Any layoffs due in part or whole to COVID-19 that are not temporary will be actioned through Article 25 of the USW 4120 Collective Agreement.
3. Any regular full-time bargaining unit members, or continuing limited term members within their normal work period, who are temporarily laid-off due to the effects of the pandemic will be provided with the following working notice or pay in lieu thereof:

Up to 4 years	2 weeks
4 to 7 years	4 weeks
8 to 12 years	6 weeks
12 years or more	8 weeks

4. The principles of seniority shall determine which bargaining unit members will be deemed laid off in situations where there are multiple incumbents in a position or classification within a department or directorate provided that those remaining members have the qualifications, skills and abilities to perform the work. For clarity, members would be laid off in inverse order of seniority with the least senior members laid off first.
5. These terms and conditions do not contemplate displacement (or “bumping”) rights.
6. Any bargaining unit member laid off under these terms and conditions would have indefinite recall rights but could, after satisfying timelines within Article 12, choose to voluntarily end their employment relationship and be eligible to any and all entitlements under the primary Collective Agreement and statute.
7. Employees who are subject to a temporary layoff and who are approved for Employment Insurance benefits and who first provide written confirmation to the University of the same, will have access to payments made through the registered Supplemental Benefit (SUB) Plan as established by the University of Guelph, in accordance with the terms of that plan. Specifically, an employee who is the subject of a temporary layoff, is approved for, and remains eligible for EI benefits, shall be paid SUB top up payments as follows:
 - a. Ninety-five percent (95%) of the employee's normal weekly earnings while the employee is serving the one (1) week E.I. waiting period.
 - b. Thereafter, the weekly SUB payment plus the gross amount of E.I. from this employment will not exceed ninety-five percent (95%) of the employee's normal weekly earnings for the first sixteen (16) weeks and eighty percent (80%) for the following eighteen (18) weeks.
8. For the purposes of this agreement, an employee who is subject to a temporary layoff and who is approved for and in receipt of the Canadian Emergency Response Benefit (CERB) and provides written confirmation to the University of the same, will be provided with a top up payment of one thousand dollars (\$1,000) of employment income in each four (4) week period while in receipt of the CERB, as is the maximum allowable under Federal Government directives. Employees who receive the maximum benefit under the CERB who then become eligible to receive E.I. benefits, will be eligible to receive SUB payments pursuant to those outlined in #7.

9. Employees who are subject to a temporary layoff will retain access to the benefits as outlined in Article 23.01 (b), (c), (d), and (g) that they were enrolled in at the time of notification of the temporary layoff, subject to the normal cost sharing arrangements and to the terms of each plan. The employee may elect to reduce their benefit elections during the period of temporary layoff. Access to the Employee and Family Assistance Program (EFAP) will also continue during the period of temporary layoff up to the maximum of six (6) sessions within a twelve (12) month period.
10. Employees subject to a temporary layoff will retain access to the pension plan, per Article 23.01 (e). Subject to the terms of the University of Guelph Retirement Pension Plan text, employees who are subject to a temporary layoff will continue to accrue pensionable service for the period of the temporary layoff, provided they make two (2) times their normal contributions to the plan. Employees may elect not to contribute during the period of temporary layoff but will not accrue pensionable service for that period.
11. Pension plan contributions and the employee's share of benefit premiums will be deducted at their normal intervals from the SUB payments, or in the event that an employee is not eligible for payments under the SUB plan, through post-dated cheques provided by the employee.
12. This agreement will be for the duration of the renewal agreement unless an extension is mutually agreed to by the parties.

For the University

For the Union

Liz Cherry

 Sarah Whelan

 Bwakodie

 Claire Stevenson

 Jim L...

Signed this 3rd day of SEPTEMBER 2020, at Guelph, Ontario