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No. OF EMPLOYEES	30	
NOMBRE D'EMPLOYÉS	D.V.	

# Collective Agreement

Between

THE UNIVERSITY OF GUELPH  
 FOOD SERVICE EMPLOYEES  
 ASSOCIATION and  
 THE UNIVERSITY OF GUELPH

**Expiry Date**  
**April 30, 1991**

**UNIVERSITY**  
**of GUELPH**

FEV - 81990

0531/03

COLLECTIVE AGREEMENT  
BETWEEN  
THE UNIVERSITY OF GUELPH FOOD SERVICE  
EMPLOYEES ASSOCIATION  
AND  
THE UNIVERSITY OF GUELPH

EXPIRY DATE  
April 30, 1991

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SCHEDULE "A", WAGE RATES AND SHIFT PREMIUMS  
MEMORANDA OF UNDERSTANDING

AGREEMENT BETWEEN

THE UNIVERSITY OF GUELPH  
(hereinafter called "The University")  
OF THE FIRST PART  
- and -

THE UNIVERSITY OF GUELPH  
FOOD SERVICE EMPLOYEES ASSOCIATION  
(hereinafter called "The Association")  
OF THE SECOND PART

Now, therefore, the parties are agreed as follows:

ARTICLE I - DEFINITIONS

- 1.01 "Employee" means an employee of the University included in the bargaining unit defined in clause 3.01 of this Agreement.
- 1.02 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 Personnel Department.
- 1.04 "Vacation year" and "year" means the period from 1 January to 31 December annually.

- 1.05 "Lay-off" means temporary cessation of employment because of lack of work in an employee's classification or the discontinuance of a function or facility of the University.
- 1.06 "Regular full-time" means an employment class at the University conferring upon its incumbents the anticipation of:
- (a) hours of work of normally thirty-seven and one-half (37-1/2) per week,
  - (b) an indeterminate term of employment during good conduct, capacity for their work, competence, and for so long as suitable work is available.
- 1.07 "Temporary full-time" means an employment class at the University conferring upon its incumbents the anticipation of:
- (a) hours of work of normally thirty-seven and one-half (37-1/2) per week,
  - (b) a determinate term of employment of less than twelve consecutive months during good conduct, capacity for their work, competence, and for so long as suitable work is available.
- 1.08 "Paid status" means drawing wages for time worked, for paid sick leave, for paid holidays, for vacation leave, and for periods of Workmen's Compensation of up to six (6) months duration.
- 1.09 "Department" means "Food Services Department" or "Brass Taps", University Centre.

ARTICLE II - PURPOSE

2.01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the University and its employees, to provide machinery for the prompt and equitable disposition of grievances, and to establish rates of pay, benefits, hours of work, and working conditions for employees.

ARTICLE III - RECOGNITION AND SCOPE

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

3.02 This Agreement contains all the terms and conditions agreed upon by the University and the Association and,

during the term of the Agreement, neither will be required to negotiate on any further matter affecting these terms and conditions or any other subject not included in the Agreement. However, the parties recognize the benefits of consultation and are willing to discuss matters of mutual concern relative to the application or interpretation of this Agreement.

ARTICLE IV - MEMBERSHIP IN THE BARGAINING UNIT & DEDUCTION OF DUES

- 4.01 The University will, during the term of this Agreement, deduct from the wages of all employees who have completed their probationary period and who are on strength on the date of signing of this Agreement, an amount equal to the monthly Association membership dues as properly notified in writing by the Secretary of the Association to the University provided that each employee from whom membership dues are to be deducted authorizes such deductions in writing on a proper form and such form placed on file with the University.
- 4.02 Employees who join the University subsequent to the date of effectiveness of this Agreement and during the term of the Agreement and who have completed their probationary period shall be required by payroll

deduction to pay an amount equal to the monthly Association membership dues to the Association.

4.03 The sums equivalent to membership dues referred to in clauses 4.01 and 4.02 shall be deducted from the first pay of every month and remitted by the University to the Secretary of the Association prior to the end of the month in which the dues have been deducted. The initial remittance shall be accompanied by a list of employees in respect to whom such remittance is made. Subsequent remittances shall include reconciliation lists of additions and deletions.

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

#### ARTICLE V - MANAGEMENT RIGHTS

5.01 The Association 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 rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees: and
- (d) generally to manage the University and without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery, and equipment to be used, schedules of work and all other matters concerning the operation of the University not otherwise specifically dealt with elsewhere in this Agreement.

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

#### ARTICLE VII - COMMITTEE

- 7.01 The University will recognize up to five (5) Association representatives selected by the Association from amongst members of the bargaining unit as an Association Committee for the purpose of discussing with University management provided, however, up to four (4) of such representatives will be employees of the University's Food Services Department:
- (i) matters of mutual concern relative to the

interpretation or application of this Agreement,  
(ii) the renewal or re-negotiation of this Agreement.

- 7.02 Employees shall not be eligible to serve as members of the Association Committee until they have been continuously employed for a period of not less than one (1) year.
- 7.03 Notwithstanding clause 7.01 above, the University will recognize up to five (5) employee representatives (no more than two (2) from any operational unit of the Food Services Department and the "Brass Taps", University Centre) for the purpose of grievance administration.
- 7.04 An employee who is a member of the Association Committee or who is an employee representative has his regular duties to perform and will not absent himself from his duties without the consent of his immediate supervisor which will not be unreasonably withheld.
- 7.05 Where a grievance must be serviced or where meetings between Association and University officials take place during an employee's scheduled working hours, he shall be paid his basic hourly rate as though working. Notwithstanding any other provisions of this Agreement, the University shall be obligated to pay only the basic hourly rate to an employee replacing one so acting for the Association.
- 7.06 The Association shall keep the University informed in writing of the names and positions of its executive

and Association Committee, and of the names and areas of responsibility of its employee representatives. The effective date of appointment shall be included in such notification.

#### ARTICLE VIII - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he has first given his immediate management supervisor an opportunity to adjust his complaint. If an employee has a complaint he shall discuss it with his immediate management supervisor within three (3) days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The immediate management supervisor shall be allowed three (3) days to seek information and advice and to communicate his answer to the complainant.
- 8.02 If the complaint is not settled to the satisfaction of the employee concerned, the following steps of the grievance procedure may be invoked in order:

##### Step One

Within three (3) days of the reply of the immediate

management supervisor, the employee may present his alleged grievance in writing on a form acceptable to the University to his immediate management supervisor. Each written grievance shall be signed by the grievor and shall include:

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

The employee may be assisted in the preparation and presentation of his grievance by his representative. Failing an immediate settlement, the immediate management supervisor shall deliver his decision in writing to the employee and his representative within three (3) days following the presentation of the written grievance to him.

#### Step Two

If not settled at Step One, the grievor together with his representative or the Association President may, within five (5) days of the reply at Step One, present the grievance in writing to the Director of Food Services (in the case of a Food Services employee) or to the Director of the University Centre (in the case of a "Brass Taps", University Centre employee), or

their nominees with a notice of a desire to meet with them. The Director, or his nominee, shall meet with the grievor, his representative or the Association President within five (5) days of the receipt of such notice and shall give his reply in writing within five (5) days following the meeting.

Step Three

If not settled at Step Two, the grievor, together with up to three (3) of the Committee members recognized in clause 7.01 may, within five (5) days of the reply at Step Two, present the grievance in writing to the Director of Personnel with a notice of a desire to meet with him. The Director of Personnel shall meet with the Committee within five (5) days of the receipt of such notice and shall give his reply in writing within five (5) days following the meeting.

Step Four

If the grievor and the Association Committee are not satisfied with the decision of the Director of Personnel they may, within five (5) days of such decision demand in writing that the matter be taken to arbitration in accordance with the procedure provided in this Agreement.

- 8.03 The time limits prescribed in Article 8 (Grievance Procedure), Article 9 (Discharge Cases) and Article 10

(Arbitration) may be extended by mutual agreement of the parties in writing.

- 8.04 If the time limits or any mutually agreed upon extension are not observed by employees or the Association, the grievance shall be considered as abandoned and may not be re-opened. If the time limits or any mutually agreed upon extension are not observed by the University, the grievance will be considered as advanced to the next stage of the grievance procedure.
- 8.05 Any difference arising directly between the Association and the University (other than collective agreement renewal discussions or a matter affecting individual employees) may be introduced in writing at Step Three of the grievance procedure.

#### ARTICLE IX - DISCHARGE AND SUSPENSION CASES

- 9.01 The discharge of an employee prior to the completion of his probationary period shall not be the subject of a grievance.
- 9.02 The termination of employment of an employee at the end of a pre-determined period of employment or on completion of a specific project for which he was hired shall not be the subject of a grievance.
- 9.03 Where an employee is suspended or discharged after the

completion of his probationary period and other than in accordance with clause 9.02, he and the Association shall be informed in writing of his discharge or suspension.

9.04 An employee who has completed his probationary period and to whom clause 9.02 does not apply, may initiate a grievance at Step Three of the Grievance Procedure alleging that he has been unjustly discharged. Such grievance shall be filed within five (5) days after the discharge has been effected.

9.05 A grievance filed under the terms of clause 9.04 may be settled under the grievance or arbitration procedure by:

- (a) confirming the University's action in discharging 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.

#### ARTICLE X - ARBITRATION

10.01 When either party demands that a grievance be taken to arbitration under the provisions of Article 8 or Article 9 such demand shall include notice to the



other party of the appointment of an arbitrator.

- 10.02 Within seven (7) calendar days thereafter, the other party shall nominate an arbitrator, provided however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two arbitrators so nominated shall attempt to select by agreement, a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of five (5) calendar days, either may then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.
- 10.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.06 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the

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

10.07 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense, if any, of the Chairman of the Arbitration Board.

10.08 The party demanding arbitration shall be responsible for informing any third party likely to be adversely affected;

(a) of the time and place of the sitting of the Board of Arbitration,

(b) of the matter to be placed before the Board, and

(c) of the right of that third party to be present and represented.

10.09 The parties may mutually agree that a single arbitrator may be appointed instead of a Board of Arbitration. In the event that the parties agree on a single arbitrator, the arbitrator shall have the same powers as a Board of Arbitration under this Agreement, and the parties will jointly bear the expense of the arbitrator.

ARTICLE XI - SENIORITY

11.01 A new employee shall be on probation until he has

completed three (3) months continuous employment. On written notice to the employee and the Association, the University may extend the probation period for a further period of three (3) months to a maximum of six (6) months.

- 11.02 Temporary full-time employees who are re-engaged in their former classification by the University, either as temporary full-time employees or regular full-time employees following termination shall not be subject to a new probationary period provided their re-engagement is less than six (6) months after their termination.
- 11.03 (a) Regular full-time employees who have completed the probationary period and where applicable an extension thereof, shall have seniority as from their last date of hiring.
- (b) Seniority shall operate on a departmental wide basis.
- 11.04 In all cases of promotion, demotion or reclassification within the bargaining unit, consideration shall be given to skill, efficiency and job ability. Where, in the opinion of the University, these factors are relatively equal, seniority shall govern provided, however, such seniority shall apply only on a departmental basis.
- 11.05 In all cases of lay-off or recall from lay-off, seniority shall govern provided that in the opinion of

the University the employee is ready, willing and able to do the work available. Such seniority shall apply only on a departmental basis.

- 11.06 Temporary full-time employees shall not be employed during a period of lay-off of a regular full-time employee except in situations where a regular full-time employee, capable of doing the work available, is not ready, willing, or able to respond to a notice of recall from lay-off.
- 11.07 The University will maintain two (2) seniority lists: one (1) for employees of the Food Services Department and one (1) for the employees of the "Brass Taps", University Centre and will provide the Association with a copy of such seniority lists every six (6) months. Temporary full-time employees shall not accrue seniority but shall be subject to the probationary period specified in clause 11.01.
- 11.08 The employment of part-time and student employees by the University is accepted by the Association as a necessary feature of the University's food service operation. However, the University will not utilize the services of part-time or student employees where this would result in full-time employees being laid off or placed on a shorter work week.
- 11.09 Whenever practical, the University will give employees who have completed their probationary period forty-eight (48) hours notice of any lay-off.

11.10 An employee shall terminate his or her appointment if he or she:

- (a) voluntarily leaves the employ of the University,
- (b) is discharged and is not reinstated through the Grievance or Arbitration Procedure,
- (c) is absent from work without permission and without a reasonable explanation for failing to seek such permission for three (3) consecutive days,
- (d) without reasonable explanation, fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted,
- (e) fails to return to work within seven (7) calendar days after being recalled from lay-off by notice sent by registered mail, unless such period is extended for reasons satisfactory to the University,
- (f) is absent due to lay-off or disability, or both, which absence continues for more than twelve (12) months, except that in Workmen's Compensation Board cases, the absence may continue for the period of compensation.

11.11 It shall be the duty of the employee to notify the University promptly of any change in address. If an employee fails to do this, the University shall not be

responsible for failure of a notice sent by registered mail to reach such employee.

- 11.12 Temporary full-time employees may apply for any regular vacancies which occur and shall be considered after applicants who are regular full-time but before a new employee is hired.
- 11.13 A temporary full-time employee employed for a period in excess of twelve (12) consecutive months shall be deemed a regular employee on and after his anniversary date of employment. The lay-off of temporary full-time employees occurring as part of the Food Services Department's regular operational programme during the Christmas and New Year's period shall not be deemed to interrupt continuous employment for the purposes of this clause.
- 11.14 When considering lay-off, the University shall accord top seniority rights to the Committee recognized by clause 7.01 provided the University has work available which they are qualified to perform.

#### ARTICLE XII - RE-HIRE OF TEMPORARY FULL-TIME EMPLOYEES

- 12.01 For the purposes of this Article (XII) only, the period of employment referred to herein is defined as: "the traditional period of employment for temporary full-time employees during the period of September of

one year to April of the next year" and applies to those temporary full-time employees in the Food Services Department only.

- 12.02 A temporary full-time employee who is notified that he will not be re-hired shall be informed in writing of the reason for which he is not to be re-hired. Notwithstanding the provisions of section 9.02, a claim that the reason outlined in the letter is not factual, may be dealt with through the grievance and arbitration procedure. The parties further agree, that such a grievance may not deal with the issue of whether or not "just cause" exists, as contemplated in section 5.01(b).
- 12.03 The Association will be provided with a copy of all letters regarding re-hire status.
- 12.04 It is understood that the provisions of Article 12 do not contemplate granting regular full-time employee status to a temporary full-time employee, and that a temporary full-time employee is terminated from employment upon completion of his pre-determined period of employment.

#### ARTICLE XIII - LEAVE OF ABSENCE

- 13.01 The University may in its discretion grant leave of absence without pay to an employee. Requests for such

leave of absence shall be in writing and shall be submitted to his supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the University as soon as possible. Seniority shall not accrue during a leave of absence longer than three (3) months.

- 13.02 In the event of death in the immediate family of an employee, the University agrees to grant leave of absence and to make up the employee's regular pay (computed at the employee's regular hourly rate) for any absence at the time of and necessitated by the death for a period of three (3) days. Immediate family shall mean parent, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild or grandparent.
- 13.03 Absence on 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 he would have received for work which he was scheduled to perform during the period of his absence and the amount received by him as a juror. It shall be the responsibility of the employee to provide proof of the period served as a juror and the amount paid to him for such services.
- 13.04 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 he received, as evidenced by a statement from the proper authority, and his normal University wages or salary.

- 13.05 It is agreed that for regular full-time employees (a) who request leave of absence for maternity or adoption purposes, (b) who qualify in accordance with the Employment Standards Act, and (c) subject to Unemployment Insurance Commission eligibility and regulations, the University will provide ninety-five percent (95%) of salary less U.I. benefits received for up to seventeen (17) weeks. It is further agreed that such employees may continue with the normal cost sharing arrangements on benefits while on maternity or adoption leave (normal pension contributions will be at the employee's option).
- 13.06 An employee who is the spouse will be entitled to three (3) days of paid paternity leave associated with and at the time of the birth of the child or children.

#### ARTICLE XIV - JOB POSTING

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

part-time employee during a period of job posting.

- 14.02 When no bids are received for an open job during the period of posting, the University may then fill the job with the lowest seniority employee in that classification, or by hiring a new employee.
- 14.03 Employees shall be given a training period of ten (10) days after they have been awarded a new job through the job posting procedure. This ten (10) day period will also be deemed as a trial period with the University having the right, without being subject to grievance, to transfer the employee back to his former job should the employee not demonstrate he has the ability to perform the work as required. The employee is also entitled to transfer back to his former job within the aforementioned ten (10) day period should he request to do so.

ARTICLE XV - PAID HOLIDAYS

- 15.01 (a) Employees shall receive pay for the following holidays:
- Good Friday
  - Victoria Day
  - Canada Day
  - Civic Holiday
  - Labour Day
  - Thanksgiving
  - Day before Christmas
  - Christmas Day
  - Boxing Day
  - December 31st
  - New Year's Day
- (b) For the 1989/90 Christmas period, December 27th and 28th, 1989 will be designated as days Off

with pay. Employees scheduled to work on this day will be granted another day off with pay at some other time.

- (c) For the 1989/90 contract each full time employee shall be entitled to be granted one (1) other day as an "additional paid holiday". An employee working on a day being observed as an "additional paid holiday" by another employee shall not be entitled to a holiday premium. An "additional paid holiday" may not be carried over or observance into a new calendar year. The floater holiday will be granted in accord with the operating requirements of the department taking into account the wishes of the employees.

15.02 Except as provided in clause 15.03, in order to qualify for holiday pay, the employee must work the full scheduled shifts immediately preceding and immediately following the holiday except in cases of certified illness in which case employees shall receive holiday pay providing they have worked a full shift in the week immediately preceding and the week immediately following the holiday.

15.03 A temporary full-time employee who is laid off during the month of December but recalled in the month of January of the next year as part of the University's normal staff contraction during the Christmas and New Year's period shall be deemed to qualify for holiday

pay for six (6) paid holidays during the period of December and January.

- 15.04 Holiday pay will be computed on the basis of the number of hours the employee normally works in a day at his regular hourly rate.
- 15.05 In the event that one or more of the foregoing holidays occurs during an employee's vacation period, he shall receive, in addition to his vacation pay, any holiday pay to which he may be entitled, or an equivalent amount of time off in lieu of the holiday pay to be taken at a time convenient to the University. The employee may request such equivalent time off and the University will make every reasonable effort to grant it in accordance with the employee's wishes.
- 15.06 An employee required to work on one of the specified paid holidays outlined in 15.01(a) shall be paid at the rate of two (2) times his regular hourly rate for the time worked on such holiday in addition to any holiday pay to which he may be entitled. The employee may request equivalent time off in lieu of the holiday pay which may be granted at the option of the University. The University will use its best endeavours to grant such time off in accordance with the employee's wishes.
- 15.07 Should any of the foregoing holidays fall on a Saturday or Sunday, the preceding Friday or the

following Monday shall be observed as the holiday with respect to employees whose days off are regularly and normally Saturday and Sunday. With respect to employees whose work schedule in its normal course provides days off other than Saturday and Sunday, the day on which the holiday actually falls shall continue to be the observed holiday.

- 15.08 It is understood that temporary employees will not be eligible for paid holidays during the first three (3) months of continuous employment.

#### ARTICLE XVI - VACATIONS

- 16.01 In this Article "employee" means regular full-time employee unless otherwise specified.
- 16.02 For the purpose of determining vacation credits, length of service shall include continuous full-time service at the University with the suppliers of the University's food service programme prior to 1973-05-01.
- 16.03 Temporary full-time employees shall not normally be entitled to vacations with pay but shall receive upon termination, four per cent (4%) of wages received since employment in lieu of vacation.
- 16.04 An employee shall not normally be granted or scheduled for a paid vacation prior to having completed six (6) months of continuous employment.
- 16.05 An employee whose services are terminated before

completion of six (6) months of paid employment or for cause shall receive four per cent (4%) of wages received since employment or during the then current vacation year as appropriate, in lieu of vacation.

16.06 After the completion of six (6) months of continuous employment an employee will be entitled to paid vacation at the appropriate rate, per month of employment, calculated from the date of employment and may take the vacation which would accrue at this rate to the next 31st day of December in advance of its actual accrual.

16.07 Vacation credits for all employees shall accumulate on the following basis:

<u>Years of Continuous Employment</u>	<u>Vacation</u>
	<u>Days</u>
1 year	10 days
2 years	15 days
7 years	16 days
8 years	18 days
9 years	20 days
12 years	21 days
14 years	22 days
16 years	23 days
17 years	25 days
28 years	30 days

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

16.09 Vacations taken or scheduled shall be charged against

vacation credits granted under 16.07. In addition, if an employee is in an unpaid status for more than one (1) month, a debit at the appropriate rate for each month in unpaid status shall be charged against vacation credits.

- 16.10 All regular employees must take at least two (2) weeks vacation per year when so entitled. The otherwise unused portion, to a maximum of ten (10) days, may be carried over into the next year following to lengthen that year's vacation. An employee wishing to carry over vacation credits from one year to the next must apply to their Department Head in writing indicating the reason for the carry over and when in the following year they would like to use the vacation carried over.
- 16.11 Except as provided in 16.05, on termination of employment, the University agrees:
- (a) to pay the cash value of any vacation accrued in a previous vacation year and not taken provided that the University has agreed in writing to any such carry over greater than ten (10) days: and
  - (b) to make a cash settlement with respect to the prorated value of vacation earned from the first day of January prior to the date of termination, to that date.
- 16.12 A temporary full-time employee promoted or transferred to regular full-time status without a break in service

shall, for the purpose of this Article only, be deemed to have been a regular full-time employee since his most recent date of employment as a temporary full-time employee.

ARTICLE XVII SICK LEAVE

- 17.01 In clauses 17.02, 17.03, 17.07 of this Article "employee" means regular fulltime employee. In clauses 17.04, 17.05 and 17.06 of this Article "employee" means all employees in the bargaining unit.
- 17.02 An employee with less than three (3) months continuous employment shall be eligible for up to three (3) days sick leave.
- 17.03 Except as provided in clause 17.07, upon completion of his probationary period an employee shall be considered to be vested with sufficient sick leave entitlement to provide him with full regular pay without premiums, until he has established eligibility for long term salary continuation benefits.
- 17.04 For absences of five (5) days or more, an employee shall provide medical evidence verifying the illness in a form satisfactory to the University. The University may require such evidence for lesser periods provided the employee is allowed reasonable time to obtain such evidence.



- 17.05 An employee shall give notice in accordance with departmental practice of any illness which will prevent him from performing his duties.
- 17.06 When an employee is entitled to receive compensation under the **Workers'** Compensation Act, his salary will continue up to the limit of his 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 he received full salary. Sick leave used shall then be reinstated as of the date the employee returns to work.
- 17.07 Subject to the provisions of clauses 17.04, 17.05 and 17.06, in each six (6) month period, sick leave with pay will be allowed according to the following schedule:
- (a) for the third (3rd) period of absence sick leave with pay will commence after one (1) full day of absence,
  - (b) for the fourth (4th) or any subsequent period of absence, sick leave with pay will commence after two (2) full days of absence.

The University will, in cases of certified chronic medical conditions preventing an employee from performing his duties, exercise its right to waive the provisions of this clause providing that in the case of any individual employee the University may choose

not to exercise such right if such right has been exercised twice before in any year. In cases involving a certified chronic medical condition, the University may require a second opinion as to the employee's condition from another qualified physician mutually agreeable to the University and the employee.

- 17.08 (a) Upon appointment, temporary full-time employees shall be eligible for up to three (3) days sick leave. Upon completion of his probationary period a temporary full-time employee shall be granted a credit of 1.25 additional days of sick leave for each twenty (20) days that he is in a paid status.
- (b) While not subject to a new probationary period if re-engaged less than six (6) months after termination, a temporary full-time employee re-engaged by the University as temporary full-time shall earn sick leave in accordance with the terms of clause 17.08(a).
- 17.09 For purposes of sick leave entitlement, a temporary full-time employee promoted or transferred to regular full-time status without a break in service shall be deemed to have been a regular full-time employee since his most recent date of employment as a temporary full-time employee.

ARTICLE XVIII - HOURS OF WORK AND OVERTIME

- 18.01 (a) The standard work week shall be thirty-seven and one-half (37-1/2) hours and the standard work day shall be seven and one-half (7-1/2) hours. It is hereby expressly understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee of hours of work per day nor as to the days of work per week. The standard work week of thirty-seven and one-half (37-1/2) hours shall normally be scheduled on five (5) days per week or so as to average five (5) days of seven and one-half (7-1/2) hours and thirty-seven and one-half (37-1/2) hours per week over one complete cycle of a rotating schedule.
- (b) Notwithstanding the provisions of clause 18.01(a), the Association recognizes that the nature of the University's food service programme may, in the future, necessitate the introduction, subject to government permit, of a work week of less than five (5) days per week but of more than seven and one-half (7-1/2) hours per day.
- 18.02 Standard shifts shall be organized to provide employees with a meal break of one-half (1/2) hour which shall not be included in the calculation of hours worked and two (2) fifteen (15) minute rest

periods, which shall be so included. Normally, one rest period will be provided before the meal break and one after.

- 18.03 It is recognized that the nature of the University's food service serving schedule gives the University the right to schedule the one-half (1/2) hour meal break referred to in clause 18.02 at a time convenient to the serving schedule, and to reschedule verbally such meal break during the shift according to the exigencies of the service.
- 18.04 Authorized work performed in excess of the employee's standard work day or standard work week or on an employee's scheduled day off shall be paid at the rate of time and one-half the employee's regular hourly rate, it being understood that when payment at time and one-half has been made for any such authorized work, the time involved shall not be included again for the purpose of establishing a premium payment for that or any other work.
- 18.05 Overtime may be paid for in cash or in compensatory paid time off at the rate of overtime earned (i.e. one and one-half (1-1/2) hours off for every one (1) hour worked at overtime). An employee may request overtime payment or compensatory time off and the University will use its best endeavours to grant the employee his request, taking into account the operating requirements of the University. Compensatory time off

will be liquidated within twenty (20) working days or failing that, overtime will be paid for in cash.

- 18.06 To the extent feasible, employees shall be given the first opportunity to volunteer for any overtime, within their individual units, provided the employee is available and as the ability to perform the work required. Employees shall be notified of the required overtime and those desiring to work must advise their supervisor. The University shall have the right to assign overtime to readily available qualified employees. It is recognized, however, that the assignment of overtime work shall not deprive student, part-time or other casual employees from continuing to be employed on a regular basis, as in the past, in accordance with the requirements of the University's food service programme.
- 18.07 Employees shall be entitled to a five (5) minute wash up period at the end of each shift.

#### ARTICLE XIX - OVERTIME MINIMA

- 19.01 An employee called into work in an emergency outside his scheduled shift and without previous notice, shall be paid at the rate of time and one-half (1-1/2) his regular hourly rate for the hours worked with a minimum of four (4) hours pay at his overtime rate

except to the extent that such four (4) hour period overlaps and extends into his scheduled shift hours. Any further such call-in within the four (4) hour period shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate for the hours worked.

- 19.02 Except as provided in paragraph 19.03, an employee who is scheduled to work overtime shall be paid for a minimum of three (3) hours at his overtime rate.
- 19.03 These minima shall not apply to overtime which is contiguous with the employee's normal shift nor to overtime which is separated from a normal shift only by a meal break, provided the employee was aware of the overtime required prior to the end of his normal shift.

#### ARTICLE XX - WAGES

- 20.01 The University will maintain its past practices relative to the method of wage payment for employees covered by this Agreement.
- 20.02 The University agrees to pay and the Association agrees to accept for the term of this Agreement, the rates of wages as outlined in Schedule A attached hereto and forming part of this Agreement.
- 20.03 A temporary full-time employee re-engaged less than six (6) months after the termination of his former

temporary full-time employment shall be paid at the job rate then in effect provided he had enjoyed the job rate in effect at the time of his former termination.

- 20.04 In consideration of employee entitlement to meals during shifts worked, all employees working five (5) or more hours in any day shall be assessed a contribution of one dollar (\$1.00) plus applicable tax by payroll deduction for each day actually worked towards the cost of providing meals consumed. Employees shall only be entitled to one (1) meal and two (2) rest periods per full shift worked. The provisions of this clause shall not apply to the "Brass Taps", University Centre employees.

#### ARTICLE XXI - WELFARE

- 21.01 The University agrees to provide, to regular full-time employees during the term of this Agreement, such benefits programme as may be available from time to time to other employees with whom the University has collective bargaining obligations. The benefits programme presently includes:
- (a) sick leave as provided for in Article 17,
  - (b) long term salary continuation plan,
  - (c) medical insurance providing major medical and

semi-private hospital coverage,

(d) group life insurance,

(e) pension plans,

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

(g) dental plan.

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

21.03 The components of the employee benefits programme for temporary full-time employees are:

(a) sick leave as provided for in Article 17,

(b) basic medical and hospital insurance as required by legislation.

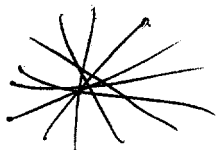
21.04 Effective on the date of effectiveness of this Agreement and insofar as temporary full-time employees are concerned, the University will contribute sixty-six and two-thirds per cent (66-2/3%) of the cost of the benefits indicated in clause 21.03(b) provided that the employees are eligible by government regulation for enrollment in the plan.



ARTICLE XXII - COMMUNICATIONS

22.01 Unless otherwise provided herein, all communications between the parties shall be addressed:

- (a) in the case of the University - to the Director of Personnel,
- (b) in the case of the Association - to the President of the Association at his last known address.



ARTICLE XXIII - TERMINATION

23.01 Except as provided in Article 23.02, this Agreement shall be in effect from 89 05 01 to 91 04 30 and shall continue thereafter for annual periods of one (1) year each unless either party notifies the other in writing not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration date that it desires to amend or terminate this Agreement.

23.02 On or after 90 05 01 either party may request the other to commence negotiations for monetary items, to be effective on 90 05 01.

SIGNED this 29th day of August, 1989, at Guelph, Ontario.

For the University of Guelph

*A. Ferguson*  
*J. G. Munro*

For the University of Guelph  
Food Service Employees  
Association

*Gary Dredon*  
*Vincent Bertaloni*  
*Linda Gale*

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## SCHEDULE 'A'

## FOOD SERVICES 1989/90 RATES

	Level 1 START	Level 2 3 MONTHS	Level 3 6 MONTHS	Level 4 9 MONTHS	Level 5 12 MONTHS (JOB RATE)
KITCHEN/BAKER'S HELPER WHIPPLETREE WAITER/ WAITRESS	7.92	8.34	8.78	9.24	9.73
WAITER/WAITRESS*	8.49	8.94	9.41	9.91	10.43
DOOR PERSON/FLOOR PERSON*	8.67	9.13	9.61	10.12	10.65
BAR STEWARD/STEWARDESS*	10.33	10.87	11.44	12.04	12.67
GEN. CAFETERIA HELPER/ BEVERAGE HANDLER/ WAITER/WAITRESS	8.80	9.26	9.75	10.26	10.80
CASHIER	8.72	9.18	9.66	10.17	10.70
DOOR PERSON/ FLOOR PERSON/PORTER	8.98	9.45	9.95	10.47	11.02
COMMISSARY HANDLER	10.49	11.04	11.62	12.23	12.87
HEAD COMMISSARY HANDLER	10.78	11.35	11.95	12.58	13.24
BAR STEWARD/STEWARDESS	10.62	11.18	11.77	12.39	13.04
ASST. COOK/ASST. BAKER	10.83	11.40	12.00	12.63	13.30
DAY CARE COOK	11.28	11.87	12.50	13.16	13.85
COOK/BAKER	11.72	12.34	12.99	13.67	14.39
HEAD COOK/HEAD BAKER	13.60	14.32	15.07	15.86	16.69
HEAD CAFETERIA HELPER/ HOST/HOSTESS	10.37	10.91	11.48	12.10	12.74
HEAD KITCHEN PORTER	9.84	10.36	10.91	11.48	12.08
SHORT ORDER COOK	9.18	9.66	10.17	10.70	11.27

LEAD HAND appropriate rate plus 20 cents/hour

\* - BRASS TAPS

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Y IN A FULL

ES IS BASED ON MONTHS OF CONTINUOUS EMPLOYMENT WHILE  
OR TE FULL-TIME APPOINTMENT.

## A. INCREMENTAL ADJUSTMENTS

- 1) Temporary full-time employees who are rehired in their former classification shall have previous service considered, provided their re-engagement is less than six (6) months after their last termination.
- 2) Employees will progress to their appropriate incremental level upon completion of the required months of service.
- 3) Incremental adjustments may be withheld on the basis of performance and subject to approval by the Director of Personnel or designate.
- 4) In cases of voluntary demotion, the employee will maintain his or her current salary unless this does not put the employee on a defined level, in which case the salary will be moved to the next higher level. Notwithstanding this, the employee shall not enter the new range at higher than level 5.
- 5) In cases of disciplinary demotion, reduction in strength or reclassification to a lower level by the University, the employee will retain his or her current salary until it falls within the new range.
- 6) In cases of promotion, the employee will enter at no less than level 2 of the new range and/or no higher than five percent (5%) above the employee's previous wage unless this does not put the employee on a defined level, in which case the salary will be moved to the next higher level.

## B. SHIFT PREMIUMS - Effective 87 05 01.

Fifty-six cents (\$.56) per hour shift premium will be paid for all hours worked on a shift where at least four (4) hours of the shift fall between 1600 hours and 0730 hours.

SCHEDULE "B"

Memoranda of Understanding

- (a) Benefits
- (b) Vacancies
- (c) Shift Premium -- Whippletree
- (d) Scholarship Plan
- (e) Athletic Fee Subsidy
- (f) Second Mortgage Benefit Plan

(A)

## MEMORANDUM OF UNDERSTANDING

Further to the Collective Agreement between the University of Guelph Food Service Employees Association and the University of Guelph, it is agreed that the University will provide to regular full-time employees during the term of this Agreement such increases as may be available to other employees with whom the University has collective bargaining obligations for the following benefits: long term salary continuation plan, medical insurance, group life insurance, pension plans, basic medical and hospital insurance and dental plan.

SIGNED this 29th day of August, 1989, at Guelph, Ontario.

For the University of Guelph  
Guelph

J. B. Stuart II —  
Rosemary McHugh

For the University of  
Food Service Employees  
Association

Linda Yates  
Vincent Bertolon  
Gary Fredon —

(B)

## MEMORANDUM OF UNDERSTANDING

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

SIGNED this 29th day of August, 1989, at Guelph, Ontario.

For the University of Guelph  
Guelph

J. Stuart Bremner  
Suzanne M. McGill

For the University of  
Food Service Employees  
Association

Linda Yates  
Vincent Bertolon  
Daryl Redon

(C)

## MEMORANDUM OF UNDERSTANDING

Further to the Collective Agreement between the University of Guelph Food Service Employees Association and the University of Guelph it is agreed that in addition to the shift premiums specified in Schedule A of the current Collective Agreement, there will be an additional premium of thirty-two cents (\$.32) per hour for the classifications of Short Order Cook, Assistant Cook and Cook, only, who are required to work the evening shift in the Whippletree.

SIGNED this 29th day of August, 1989, at Guelph, Ontario.

For the University of Guelph  
Guelph

*J. Stewart Brennan*  
*Rosemary McHugh*

For the University of  
Food Service Employees  
Association

*Linda Gato*  
*Vincent Bertalan*  
*Dany Nelson*



## (D)

## MEMORANDUM OF UNDERSTANDING

Further to the Collective Agreement between the University of Guelph Food Service Employees Association and the University of Guelph, it is agreed that a scholarship plan will be available to dependent children of: a) regular full-time employees and temporary full-time employees with more than one year of service; b) retired or deceased employees; and, c) employees receiving long term disability payments. Tuition fees not exceeding those of the Bachelor of Arts program will be paid by the University for up to eight semesters for undergraduate degree or associate diploma program courses. (Note: "Dependent child" is defined as a natural child, step child, adopted child or ward for whom the employee is entitled to claim an exemption under the Income Tax Act and for whom the employee provides regular support.)

Dependent children may be eligible for a scholarship only if they will be enrolled in full-time studies. The definition of "full-time" applied to this plan is that used in administering the Ontario Student Assistance Program (OSAP); that is, students registered in three, four or five courses per semester. Dependent children 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 or possessing a

minimum overall scholastic average of 70 percent upon admission, whichever is higher. Students admitted to a program who do not meet the scholarship requirement may become eligible by satisfying the academic continuation requirements of their program plus obtaining a minimum two-semester cumulative average of 70 percent. In-course students will maintain their scholarships by satisfying the academic continuation requirements of their program.

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

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

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

SIGNED this 29th day of August, 1989, at Guelph, Ontario.

For the University of Guelph

J. Stuart Bremm  
Rosemary McHugh

For the University of Guelph  
Food Service Employees  
Association

Linda Yates  
Vincent Bartoloni  
Gary Pridon

(E)

## MEMORANDUM OF UNDERSTANDING

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

SIGNED this 29th day of August, 1989, at Guelph, Ontario.

For the University of Guelph  
Guelph

For the University of  
Food Service Employees  
Association

J. S. Stuart Bremner  
Rosemary McHugh

Linda Gately  
Wincent Bristolon  
Amy Redon

(F)

MEMORANDUM OF UNDERSTANDING

It is agreed that if other groups on campus receive a second mortgage benefit plan, UGFSEA members will also be eligible.

SIGNED this 29th day of August, 1989, at Guelph, Ontario.

For the University of Guelph  
Guelph

*J. Stuart Brennan*  
*Rosemarie McHugh*

For the University of  
Food Service Employees  
Association

*Linda Yates*  
*Vincent Bartolone*  
*Kary Freda*