

**Collective Agreement
between
The University of Guelph Food Service Employees
Association
and
The University of Guelph**

Expiry Date: April 30, 2003

Note: This web version of the agreement differs slightly from the official document in format only. For an official copy of the collective agreement, please contact [Cathy Chapman](#), x6700.

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Agreement Between
The University of Guelph
(hereinafter called "The University")
Of the First Part
- and -
The University of Guelph
Food Service Employees Association
(hereinafter called "The Association")
Of the Second Part

Now, therefore, the parties are agreed as follows:

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

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

1.04 "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.

1.05 "Regular full-time" means an employment class at the University conferring upon its incumbents the anticipation of:

- (a) hours of work of normally thirty-seven and one-half (37-1/2) 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.

1.06 "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.

1.07 "Paid status" means drawing wages for time worked, for paid sick leave, for paid holidays, for vacation leave, and for periods of Workplace Safety and Insurance Board (WSIB) of up to six (6) months duration.

1.08 "Department" means "Hospitality Services".

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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.

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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 Hospitality Services Department employed in a "Food Service" capacity, employed at its campus in Guelph, Ontario, save and except for office and clerical staff; management and supervisory staff, including co-ordinators, dieticians, and purchasing staff; persons not regularly employed for not more than twenty-four (24) hours per week averaged over a two (2) week pay period; students employed during their school vacation period or first off-semester period in a year.

3.02 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.

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Article IV - Relationship

4.01 The University and the Association agree that all employees have the right to freedom from harassment in the workplace because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses, marital status, family status or physical handicap or disability (as defined by the Ontario Human Rights Code).

4.02

(a) The University and the Association agree that all employees have to right to freedom from harassment in the workplace because of sex.

Sexual harassment will not be permitted by any agent or employee of the University towards any other employee, student or visitor. Employees who feel they may be involved in a sexual harassment situation may be assisted by their Association representative if desired and should contact the Human Rights and Equity Advisors for assistance. It is understood that the procedure outlined in the University's "Sexual and Gender Harassment Policy and Procedures" will be utilized first. All such contacts and resulting investigations will be handled in a confidential manner. It is understood that should the situation or concern not be resolved, an employee may then submit a grievance at the third step. Any employee who engages in a course of sexual harassment may be terminated.

(b) The University and the Association agree to the definition of harassment as currently defined in the University of Guelph's Sexual and Gender Harassment Policy and Procedures. (See Appendix "A")

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Article V - Membership in the Bargaining Unit & Deduction of Dues

5.01 The University will, during the term of this Agreement, deduct from the wages of all employees who have completed their probationary period and who are 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.

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

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

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

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Article VI - Management Rights

6.01 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.

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Article VII - No Strike, No Lockout

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

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Article VIII - Committee

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

- (i) matters of mutual concern relative to the interpretation or application of this Agreement,
- (ii) the renewal or re-negotiation of this Agreement.

8.02 Employees shall not be eligible to serve as members of the Association Committee until they have been continuously employed for a period of not less than one (1) year.

8.03 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 Hospitality Services) for the purpose of grievance administration.

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

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

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

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

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Article IX - 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 has no grievance until s/he has first given his/her immediate management supervisor an opportunity to adjust his/her complaint. If an employee has a complaint s/he shall discuss it with his/her immediate management supervisor within five (5) 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 five (5) days to seek information and advice and to communicate his/her answer to the complainant. At any stage of the grievance procedure the grievor may be accompanied by an Association representative, who is an employee of the University.

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

Step One

Within five (5) days of the reply of the immediate management supervisor, the employee may present his/her alleged grievance in writing on a form acceptable to the University to his/her 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/her grievance by his/her representative. Failing an immediate settlement, the immediate management supervisor shall deliver decision in writing to the employee and his/her representative within five (5) days following the presentation of the written grievance to him/her.

Step Two

If not settled at Step One, the grievor together with his/her 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 Hospitality Services or their nominee with a notice of a desire to meet with them. The Director, or his/her nominee, shall meet with the grievor, his/her representative or the Association President within five (5) days of the receipt of such notice and shall give his/her 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 Manager, Employee Relations or designate with a notice of a desire to meet with him. The Manager, Employee Relations or designate shall meet with the Committee within five (5) days of the receipt of such notice and shall give his/her 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 Manager, Employee Relations or designate 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.

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

9.04 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.

9.05 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.

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Article X - Discharge and Suspension Cases

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

10.02 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 s/he was hired shall not be the subject of a grievance.

10.03 Where an employee is suspended or discharged after the completion of his/her probationary period and other than in accordance with clause 10.02, the employee and the Association shall be informed, at the same time, of his/her suspension or discharge. The employee will be entitled to be accompanied to this meeting by an Association representative. A written confirmation of said discharge or suspension shall be provided to the employee and the Association within one (1) day.

10.04 An employee who has completed his/her probationary period and to whom clause 10.02 does not apply, may initiate a grievance at Step Three of the Grievance Procedure alleging that s/he has been unjustly discharged/suspended. Such grievance shall be filed within five (5) days after the discharge/suspension has been effected.

10.05 A grievance filed under the terms of clause 10.04 may be settled under the grievance or arbitration procedure by:

- (a) confirming the University's action in discharging/suspending the employee,
- (b) reinstating the employee without loss of seniority and with full compensation for time and credits lost, or,
- (c) by any other arrangement which may be deemed just and equitable.

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

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

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Article XI - Arbitration

11.01 When either party demands that a grievance be taken to arbitration under the provisions of Article 9 or Article 10 such demand shall include notice to the other party of the appointment of an arbitrator.

11.02 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 Chair 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 Chair.

11.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

11.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

11.05 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.

11.06 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 Chair will be final and binding upon the parties hereto and the employee or employees concerned.

11.07 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 Chair of the Arbitration Board.

11.08 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.

11.09 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.

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Article XII - Seniority

12.01 A new employee shall be on probation until s/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.

12.02 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.

12.03

- (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.

12.04 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 on

a departmental basis.

12.05 In the event the University declares a need to lay off regular full-time employees within the bargaining unit, the Association will be provided with as much notice as reasonably possible. 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 on a departmental basis.

12.06 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.

12.07 The University will maintain a seniority list for employees of the Hospitality Services Department and will provide the Association with a copy of such seniority list every six (6) months. Temporary full-time employees shall not accrue seniority but shall be subject to the probationary period specified in clause 12.01. Hospitality Services will maintain and post a 'Years of Service List' for temporary full-time employees. Supervisors and managers will be encouraged to consider continuous years of service for scheduling of hours and order of layoff within their unit.

12.08 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 regular full-time employees being laid off or placed on a shorter work week. Further, it is agreed that during the period commencing the first day of classes and ending on the last day of classes in the Fall and Winter semesters, the University will not utilize the services of part-time or student employees where this would directly result in temporary full-time employees being laid off or placed on a shorter work week. It is understood that during the winter semester, there is two (2) "first day of classes" and two (2) "last day of classes".

12.09 Whenever practical, the University will give employees who have completed their probationary period forty-eight (48) hours notice of any lay-off.

12.10 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 which absence continues for more than twelve (12) months,
- (g) is absent due to disability which absence continues for more than twenty-four (24) months except that in Workplace Safety and Insurance Board (WSIB) cases, the absence may continue for the period of compensation.

12.11 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.

12.12 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.

12.13

(a) 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/her anniversary date of employment. The lay-off of temporary full-time employees occurring as part of the Hospitality Services' 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.

(b) No temporary full-time employee will be laid off prior to the last day of classes in December and April each year.

12.14 When considering lay-off, the University shall accord top seniority rights to the Committee recognized by clause 8.01 provided the University has work available which they are qualified to perform.

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Article XIII - Re-hire of Temporary Full-time Employees

13.01 For the purposes of this Article (XIII) 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 Hospitality Services only.

13.02 A temporary full-time employee who is notified that s/he will not be re-hired shall be informed in writing, normally in April, of the reason for which s/he is not to be re-hired. Notwithstanding the provisions of section 10.02, a claim that the reason outlined in the letter is not factual, may be dealt with through the grievance and arbitration procedure. Normally a grievance will be filed within five (5) days of receipt of the letter. 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 6.01(b).

13.03 The Association will be provided with a copy of all letters regarding re-hire status.

13.04 It is understood that the provisions of Article 13 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/her pre-determined period of employment.

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Article XIV - Leave of Absence

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

14.02 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) consecutive days. Immediate family shall mean parent, step-parent, spouse, child, step-child, ward, brother, sister, step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild or grandparent.

14.03 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 s/he would have received for work which s/he was scheduled to perform during the period of his/her 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.

14.04 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 s/he received, as evidenced by a statement from the proper authority, and his/her normal University wages or salary.

14.05 Paid Parental Leave

1. Purpose of Paid Parental Leave:

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

2. Eligibility for Paid Parental Leave:

- (a) Natural mothers and adoptive parents who are regular full-time University employees will be eligible to receive seventeen (17) weeks of normally continuous paid parental leave, including the date of birth or adoption, per pregnancy or placement.
- (b) The employee shall give at least two (2) weeks written notice to her or his supervisor of the intent to commence paid parental leave.
- (c) Employees must apply for E.I. benefits before supplementary income from the University becomes payable. To be eligible for paid parental leave, employees must provide appropriate documentation of the birth or adoption of a child and of the receipt of E.I. maternity or adoption leave benefits to Human Resources. An employee disentitled or disqualified from receiving E.I. maternity or adoption benefits is not eligible to receive supplementary benefits from the University. Exceptions to this rule will be made for those employees who are denied E.I. maternity or adoption leave benefits only because they have not completed the seven hundred (700) hours of employment in the previous fifty-two (52) weeks, required for E.I. benefit eligibility.

3. Terms of Paid Parental Leave

- (a) Eligible employees will receive 95% of normal salary less applicable Employment Insurance (E.I.) maternity or adoption leave benefits for a maximum period of seventeen (17) weeks from the commencement of the leave. An employee who receives paid parental leave benefits must not receive other earnings or payments, such that his or her combined income (including E.I. maternity leave benefits, supplementary payments from the University and other earnings) exceeds 95% of normal weekly earnings.
- (b) No employee may claim any other form of supplementary benefit during the period of leave.
- (c) The employee proceeding on paid parental leave shall not forfeit any accrued employment benefits save for the right to accrue sick leave credits during the period of absence. Seniority shall continue to accrue for employees taking paid parental leave.
- (d) While on paid parental leave, the employee will continue to receive University benefits on a normal cost sharing arrangement.
- (e) For the purposes of promotion, any period of paid parental leave shall be considered as a period of service with the University. An employee who has taken a paid parental leave shall remain eligible for increases based on her or his level of performance while in full-time employment.
- (f) An employee taking paid parental leave shall not be disadvantaged. She or he will return to the same or an equivalent position without loss of salary or seniority.
- (g) Paid parental leave may be voluntarily shorter than the previously arranged period, providing the employee advises the University of his or her intention to return to work at least two (2) weeks prior to the intended date of return.
- (h) If the Supervisor/Manager is not certain of a natural mother's physical ability to return to and perform his/her duties, they may request medical certification of such ability.

14.06 Unpaid Parental Leave

1. Purpose of Unpaid Parental Leave

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

2. Eligibility for Unpaid Parental Leave

- (a) On receipt of appropriate documentation of the birth or adoption of a child, the University will grant eighteen (18) 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 35 weeks after the child comes into parental care.
- (b) Additional unpaid parental leave may be requested by an employee, up to a maximum total of one (1) year of unpaid parental leave. Such leave will be arranged according to existing University policies governing unpaid personal leave.

3. Terms of Unpaid Parental Leave

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

leave.

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

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

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

14.07 **Paid Paternity Leave** Purpose of Paid Paternity Leave

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

14.08 **Adoption Leave**

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

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

1. The operational requirements of the University must be met. However, it is recognized that effort will be required to accommodate requests for family responsibility time.
2. Seven (7) days per year of family responsibility time (FRT) will be provided to all regular full-time employees. Family responsibility time may be used in amounts not less than one hour, will be requested in advance if possible, and will be granted unless precluded by operational requirements.
3. Family responsibility time will be available on a "borrow" basis, to be repaid by mutual agreement between employee and supervisor. Family responsibility time can be repaid by, for example, working shortened lunch breaks, starting earlier or working late.
4. Unused family responsibility time will not accumulate from one year to the next. Any outstanding time owing must be cleared by March 1 of the year following the taking of family responsibility time.
5. In addition to family responsibility time, employees may apply for an unpaid leave of absence, as outlined in Article 14.01, to accommodate their family responsibilities.

14.10 **Temporary Reduction of Workload and Compensation**

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

1. Eligibility and Application Procedure
 - (a) Every regular full-time employee with dependent children is eligible to request a temporary reduction in workload and

compensation at any time during his/her career.

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

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

2. Terms of Reduction in Workload and Compensation

(a) An employee who is granted a temporary reduction of workload shall enter into an agreement with the University which specifies the degree of reduction in both workload and compensation (to be not more than 50%) and its duration.

(b) Regular full-time employees who are granted a temporary reduction of workload will continue to be eligible for benefit cost-sharing, as though they were not on a reduced workload.

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

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

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

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Article XV - Job Posting

15.01 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.

15.02 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/her former job should the employee not demonstrate s/he has the ability to perform the work as required. The employee is also entitled to transfer back to his/her former job within the aforementioned ten (10) day period should s/he request to do so.

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Article XVI - Paid Holidays

16.01

(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) The University will provide annually, one (1) or two (2) additional day(s) off with pay during the Christmas period (December 24 - January 1), as required. Employees scheduled to work on these days will be granted a day off with pay at some other time. Premium pay, other than for normal overtime, does not apply for work on these days.

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

(d) Should the Parliament of Canada enact a new public holiday in the month of February known as Heritage Day, during the term of this Agreement, such holiday shall be observed as though it were in this Agreement.

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

16.03 A 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.

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

16.05 In the event that one or more of the foregoing holidays occurs during an employee's vacation period, s/he shall receive, in addition to his/her vacation pay, any holiday pay to which s/he may be entitled, or an equivalent amount of time off in lieu of the holiday pay to be taken at a time convenient to the University. The employee may request such equivalent time off and the University will make every reasonable effort to grant it in accordance with the employee's wishes.

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

University. The University will use its best endeavours to grant such time off in accordance with the employee's wishes.

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

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

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Article XVII - Vacations

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

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

17.03 Temporary full-time employees shall not normally be entitled to vacations with pay but shall receive four per cent (4%) of his/her gross earnings calculated and provided on his/her bi-weekly pay cheque.

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

17.05 A regular full-time 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.

17.06 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.

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

Years of Continuous Employment	Vacation Days
1	10
2	15
7	16
8	18
9	20
12	21
14	22

16	24 *effective January 1, 2001
17	25
28	30

17.08 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.

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

17.10 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.

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

- (a) to pay the cash value of any vacation accrued in a previous vacation year and not taken provided that the University has agreed in writing to any such carry over greater than ten (10) days; and
- (b) to make a cash settlement with respect to the prorated value of vacation earned from the first day of January prior to the date of termination, to that date.

17.12 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/her most recent date of employment as a temporary full-time employee.

17.13 Employees will be provided with an accounting of their vacation carry-over and current year entitlement in January and August of each year.

17.14 The University reserves the right to schedule vacations to meet its operating requirements, but agrees to consider the wishes of employees and to resolve conflicts between employees' wishes on a seniority basis where its operating requirements are not a factor. While an employee may exercise seniority in vacation scheduling, s/he may not do so after March 1st.

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Article XVIII Sick Leave

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

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

18.03 Except as provided in clause 18.07, upon completion of his/her probationary period an employee shall be considered to be vested with sufficient sick leave entitlement to provide him/her with full regular pay without premiums, until s/he has established eligibility for long term salary continuation benefits.

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

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

18.06 When an employee is entitled to receive compensation under the Workers' Compensation Act, his/her salary will continue up to the limit of his/her sick leave entitlement. The employee shall reimburse the University in an amount equal to lost time compensation received under that Act in respect of the period for which s/he received full salary. Sick leave used shall then be reinstated as of the date the employee returns to work.

18.07 Subject to the provisions of clauses 18.04, 18.05 and 18.06, in each six (6) month period (May 1 to October 31; November 1 to April 30), sick leave with pay will be allowed according to the following schedule:

- (a) for the third (3rd) period of absence sick leave with pay will commence after one (1) full day of absence,
- (b) for the fourth (4th) or any subsequent period of absence, sick leave with pay will commence after two (2) full days of absence.

The University will, in cases of certified chronic medical conditions preventing an employee from performing his/her duties, exercise its right to waive the provisions of this clause providing that in the case of any individual employee the University may choose not to exercise such right if such right has been exercised twice before in any year. In cases involving a certified chronic medical condition, the University may require a second opinion as to the employee's condition from another qualified physician mutually agreeable to the University and the employee.

18.08

- (a) Upon appointment, temporary full-time employees shall be eligible for up to three (3) days sick leave. Upon completion of his/her 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 s/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 18.08(a).

18.09 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/her most recent date of employment as a temporary full-time employee.

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Article XIX - Hours of Work and Overtime

19.01

(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 19.01(a), the Association recognizes that the nature of the University's food service programme may, in the future, necessitate the introduction, subject to government permit, of a work week of less than five (5) days per week but of more than seven and one-half (7-1/2) hours per day.

19.02 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.

19.03 It is recognized that the nature of the University's food service serving schedule gives the University the right to schedule the one-half (1/2) hour meal break referred to in clause 19.02 at a time convenient to the serving schedule, and to reschedule verbally such meal break during the shift according to the exigencies of the service.

19.04 Authorized work performed in excess of the employee's standard work day or standard work week or on an employee's scheduled day off shall be paid at the rate of time and one-half 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.

19.05 Overtime may be paid for in cash or in compensatory paid time off at the rate of overtime earned (i.e. one and one-half (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/her request, taking into account the operating requirements of the University.

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

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

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ARTICLE XX - Overtime Minima

20.01 An employee called into work in an emergency outside his/her scheduled shift and without previous notice, shall be paid at the rate of time and one-half (1-1/2) his/her regular hourly rate for the hours worked with a minimum of four (4) hours pay at his/her overtime rate except to the extent that such four (4) hour period overlaps and extends into his/her scheduled shift hours. Any further such call-in within the four (4) hour period shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate for the hours worked.

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

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

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ARTICLE XXI - Wages

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

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

21.03 A temporary full-time employee re-engaged less than six (6) months after the termination of his/her former temporary full-time employment shall be paid at the job rate then in effect provided s/he had enjoyed the job rate in effect at the time of his/her former termination.

21.04 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.

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Article XXII - Welfare

22.01 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 18,
- (b) long term salary continuation plan,
- (c) medical insurance providing major medical and semi-private hospital coverage,
- (d) group life insurance,
- (e) pension plans,
- (f) basic medical and hospital insurance as required by legislation,
- (g) dental plan.

22.02 Effective on the date of effectiveness of this Agreement and for regular full-time employees only, the University will contribute sixty-six and two-thirds 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.

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

- (a) sick leave as provided for in Article 18,
- (b) basic medical and hospital insurance as required by legislation.

22.04 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 22.03(b) provided that the employees are eligible by government regulation for enrollment in the plan.

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Article XXIII - Communications

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

- (a) in the case of the University - to the Assistant Vice-President, Human Resources,
- (b) in the case of the Association - to the President of the Association at his/her last known address.

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Article XXIV - Educational Assistance

24.01 The University agrees to waive the cost of tuition (excluding the costs of textbooks and laboratory fees) for a regular full-time employee who wishes to enroll in any course or program of studies offered by the University of Guelph for which the employee is accepted.

24.02 Wherever possible the courses attended should be scheduled outside the employee's normal working hours. When this is not possible the employee will not lose regular pay (excluding premiums) for attendance during working hours up to a maximum of three (3) hours per week provided that:

- (a) if the course is available outside the employee's working hours the paid leave as mentioned herein will not be available to the employee;
- and

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

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Article XXV - Termination

25.01 This Agreement shall be in effect from 98 04 01 to 2000 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.

25.02 On or after January 27, 1999, either party may request the other to commence negotiations to establish new wage rates and to negotiate other monetary items to be effective 99.05.01 to 2000.04.30.

SIGNED this 8 day of February, 2001, at Guelph, Ontario.

For the University of Guelph

For the University of Guelph
Food Service Employees
Association

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Schedule A

Effective May 1, 2000

	Level 1	Level 2	Level 3	Level 4	Level 5
	Start	3 months	6 months	9 months	12 months Job Rate
Kitchen/Baker's Helper	11.35	11.95	12.59	13.24	13.94
Gen Cafeteria Helper / Beverage Handler / Wait Staff	11.35	11.95	12.59	13.24	13.94
Cashier	11.03	11.60	12.22	12.85	13.55
Door Person / Floor Person / Porter	11.35	11.95	12.59	13.24	13.94
Commissary Handler	13.26	13.96	14.71	15.46	16.28
Head Commissary Handler	13.65	14.36	15.12	15.92	16.75
Asst. Cook / Asst. Baker	13.72	14.44	15.20	16.00	16.84
Cook / Baker	14.83	15.63	16.45	17.30	18.21

Head Cook / Head Baker	17.21	18.12	19.06	20.07	21.13
Head Cafeteria Helper / Host / Hostess	13.65	14.36	15.12	15.92	16.75
Head Kitchen Helper	12.46	13.12	13.81	14.54	15.30
Short Order Cook	11.62	12.24	12.87	13.57	14.28
Lead Hand	appropriate rate plus 20 cents/hour				

Progression through ranges is based on months of continuous employment while employed in a full-time or temporary full-time appointment.

Effective the date of ratification of this agreement (January 15, 2001) all bargaining unit members who were employed as of September 15, 2000 and who continue to be employed on the date of ratification, will receive a one-time only lump-sum signing bonus of \$500.00.

Effective May 1, 2001

	Level 1	Level 2	Level 3	Level 4	Level 5
	Start	3 months	6 months	9 months	12 months Job Rate
Kitchen / Baker's Helper	11.58	12.19	12.84	13.50	14.22
Gen Cafeteria Helper / Beverage Handler / Wait Staff	11.58	12.19	12.84	13.50	14.22
Cashier	11.25	11.83	12.46	13.11	13.82
Door Person / Floor Person / Porter	11.58	12.19	12.84	13.50	14.22
Commissary Handler	13.53	14.24	15.00	15.77	16.61
Head Commissary Handler	13.92	14.65	15.42	16.24	17.09
Asst. Cook / Asst. Baker	13.99	14.73	15.50	16.32	17.18
Cook / Baker	15.13	15.94	16.78	17.65	18.57
Head Cook / Head Baker	17.55	18.48	19.44	20.47	21.55
Head Cafeteria Helper / Host / Hostess	13.92	14.65	15.42	16.24	17.09
Head Kitchen Helper	12.71	13.38	14.09	14.83	15.61
Short Order Cook	11.85	12.48	13.13	13.84	14.57
Lead Hand	appropriate rate plus 20 cents/hour				

Progression through ranges is based on months of continuous employment while employed in a full-time or temporary full-time appointment.

Effective May 1, 2001, all bargaining unit members who were employed as of April 4, 2001, will receive a one-time only lump-sum signing bonus of \$250.00.

Effective May 1, 2002

	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	11.81	12.43	13.10	13.77	14.50
Gen Cafeteria Helper / Beverage Handler / Wait Staff	11.81	12.43	13.10	13.77	14.50
Cashier	11.48	12.07	12.71	13.37	14.10
Door Person / Floor Person / Porter	11.81	12.43	13.10	13.77	14.50
Commissary Handler	13.80	14.52	15.30	16.09	16.94
Head Commissary Handler	14.20	14.94	15.73	16.56	17.43
Asst. Cook / Asst. Baker	14.27	15.02	15.81	16.65	17.52
Cook / Baker	15.43	16.26	17.12	18.00	18.94
Head Cook / Head Baker	17.90	18.85	19.83	20.88	21.98
Head Cafeteria Helper / Host / Hostess	14.20	14.94	15.73	16.56	17.43
Head Kitchen Helper	12.96	13.65	14.37	15.13	15.92
Short Order Cook	12.09	12.73	13.39	14.12	14.86
Lead Hand	appropriate rate plus 20 cents/hour				

Progression through ranges is based on months of continuous employment while employed in a full-time or temporary full-time appointment.

Effective May 1, 2002, all bargaining unit members who were employed as of April 4, 2002, will receive a one-time only lump-sum signing bonus of \$250.00.

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 Manager, Employee Relations 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 01 01 15

Seventy-five cents (\$.75) per hour shift premium will be paid for all hours worked on a shift where at least four (4) hours of the shift fall between 1600 hours and 0730 hours.

Shifts worked on a Sunday will receive a shift premium of seventy-five cents (.75) per hour for all hours worked during the shift.

C. Acting Pay

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

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Schedule "B"

Memoranda of Understanding

[\(a\) Benefits](#)

[\(b\) Temporary Full-Time Benefits](#)

[\(c\) Vacancies](#)

[\(d\) Scholarship Plan](#)

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[\(f\) Guaranteed Housing Loan](#)

[\(g\) Safety Shoe Subsidy](#)

Letters of Understanding

[Letter of Understanding #1 - Temporary Full-Time Benefits](#)

[Letter of Understanding #2 - Health and Performance Centre](#)

[Appendix A - Definition of Sexual & Gender Harassment](#)

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(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 8 day of February, 2001, at Guelph, Ontario.

For the University of Guelph	For the University of Guelph Food Service Employees Association
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(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 current temporary full-time employees will be reclassified to accommodate a termination date of September 1, 1998 and September 1, 1999, for the purpose of accommodating continued access to extended health, dental and *life insurance benefits during the period May to August 1999 and 2000.

During these designated periods of layoff, employees will be responsible for the total cost of benefits coverage. It is understood that employees will not be able to withdraw and reenter the benefit plans during this period. This Agreement does not confer regular full-time status on the temporary full-time employees identified. It is understood that this Agreement is solely for the purpose of access to benefits and does not provide any additional rights not specifically contemplated within this Agreement.

*Please see [Letter of Understanding](#) below.

SIGNED this 8 day of February, 2001, at Guelph, Ontario.

For the University of Guelph	For the University of Guelph Food Service Employees Association
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(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 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 Hospitality Services. It is further agreed that probationary employees will not normally be considered for these positions.

SIGNED this 8 day of February, 2001, at Guelph, Ontario.

For the University of Guelph	For the University of Guelph Food Service Employees Association
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(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 8 day of February, 2001, at Guelph, Ontario.

For the University of Guelph	For the University of Guelph
	Food Service Employees
	Association

(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 8 day of February, 2001, at Guelph, Ontario.

For the University of Guelph	For the University of Guelph
	Food Service Employees
	Association

(F) Memorandum of Understanding

It is agreed that regular full-time U.G.F.S.E.A. members are entitled to apply for the "Guaranteed Housing Loan" as outlined in Human Resource Policy #514.

SIGNED this 17th day of December, 1998, at Guelph, Ontario.

For the University of Guelph	For the University of Guelph
	Food Service Employees
	Association

(G) Memorandum of Understanding

Further to the Collective Agreement between the University of Guelph and the University of Guelph Food Service Employees' Association, effective January 1, 2001, and upon submission of a CSA approved receipt, the University shall provide regular full-time U.G.F.S.E.A. members and temporary full-time U.G.F.S.E.A. members who have completed eight (8) months of continuous employment (and will be re-engaged as temporary full-time employees within six (6) months of their annual termination in April), with \$100.00 once annually - i.e. January to December), with no carry-over provision into the next calendar year, for the purchase of safety shoes.

SIGNED this 8 day of February, 2001, at Guelph, Ontario.

For the University of Guelph

For the University of Guelph
Food Service Employees
Association

Letter of Understanding #1 - Temporary Full-Time Benefits

Further to Memorandum of Understanding (B) re. Temporary Full-time Benefits, it is agreed that those temporary full-time employees who elect to only carry benefits during the period September to April ("**105 Employees Staying with the September to April Coverage**") will have their temporary full-time contracts terminate in April 2001, April 2002 and April 2003. Therefore, not being "employees" during the months of May, June, July and August 2001, 2002, and 2003, these employees will **not** be eligible for continued access to extended health and dental benefits from the University, as outlined in Memorandum of Understanding (B). Further it is understood that these individuals cannot request that they be re-appointed at any time beyond their April 2001, April 2002 or April 2003 termination, in order to provide them the opportunity to access to benefits during the period May, June, July and/or August 2001, 2002 and 2003.

It is agreed that those temporary full-time employees employed as of November 10, 2001 and November 10, 2002 and who elect to carry benefits year round ("**Full Coverage 105's**"), will have their temporary full-time contracts extended, as outlined in Memorandum of Understanding (B), and will therefore have continued access to extended health, dental and life insurance benefits during the months of May, June, July and August 2001, 2002 and 2003, as outlined in Memorandum of Understanding (B). Further it is understood that only upon evidence of equivalent coverage under another insurance plan, can they opt out of extended health and dental benefits. Should these equivalent benefits cease, then, within thirty-one (31) days of the loss of this equivalent coverage, they may re-enter the University plan; beyond this thirty-one (31) day period, they will be required to provide evidence of insurability, which may affect their level of benefit coverage at that time. Newly hired temporary full-time employees (employees hired after November 10, 2000, November 10, 2001 and November 10, 2002) will be eligible to continue access to dental and extended health (based on the above criteria and the criteria outlined in Memorandum of understanding (B) during the summer months, but will not be eligible to continue access to life insurance during these months.

This arrangement will be reviewed during 2003 negotiations, to determine the feasibility of continuing this arrangement through the months of May, June, July and August 2004.

SIGNED this 8 day of February, 2001, at Guelph, Ontario.

For the University of Guelph

For the University of Guelph
Food Service Employees
Association

Letter of Understanding #2 - Health and Performance Centre

The University shall, on a one-time only basis, and subject to program continuance and program availability, during the life of this Collective Agreement, to reimburse U.G.F.S.E.A. members, 75% of the cost of one of the following consultation programs: "Fitness Program Development with Training Courses" or "Fitness and Nutrition success Package 1:"Get on Track" or "Getting Started with Fitness and Nutrition" Or "Exercise Fitness Program Development", at the University of Guelph Health and Performance Centre. Current costs associated with this consultation range from \$65.00 to \$399.00 per employee (based on 100% associated costs).

SIGNED this 8 day of February, 2001, at Guelph, Ontario.

For the University of Guelph

For the University of Guelph
Food Service Employees
Association

Appendix A

Definition of Sexual and Gender Harassment

For the purposes of the Sexual and Gender Harassment Policy, sexual and gender harassment are deemed to include:

unwanted sexual attention or behaviour, consisting of one or a series of incidents by an individual or group who knows or ought reasonably to know that such attention is unwanted;

unwanted sexual activity of a physical nature, including intercourse;

harassment on the basis of sexual orientation;

implied or expressed promise of reward for complying with a sexually oriented request;

actual reprisal or an implied or expressed threat of reprisal for refusal to comply with a sexually oriented request;

actual denial of opportunity or an implied or expressed threat of denial of opportunity for refusal to comply with such a request;

behaviour based on sex when it has the effect of creating an intimidating, hostile or offensive environment for work, study or University life;

demeaning or belittling remarks, jokes, slurs, innuendoes or taunting about the sex or body of an individual or group; and

displaying in University areas pictures, graffiti or materials that denigrate one of the sexes;

Sexual and gender harassment can be physical, verbal, visual or written (including electronic media); can involve individuals or groups; can be one incident or a series of incidents; and can occur on campus or off, during working hours or not.

Sexual harassment does not refer to relationships between responsible, consenting adults.

* The above definition may be amended from time to time.

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