

COLLECTIVE AGREEMENT

BETWEEN

THE UNIVERSITY OF GUELPH FOOD SERVICE

EMPLOYEES ASSOCIATION UNIT 2

AND

THE UNIVERSITY OF GUELPH



EXPIRY DATE
July 31, 2027

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ARTICLE 1 – DEFINITIONS

- 1.01 “Employee” means an employee of the University included in the Bargaining Unit defined in Article 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 “Part-time” means an employment class at the University where incumbents are:
- (a) not guaranteed a minimum of number of hours but may be regularly scheduled up to but not over twenty-four (24) hours per week;
 - (b) hired on a determinate term of employment, normally not more than eight (8) consecutive months between September to April, conditional on work being available.
- 1.04 “Department” means “Hospitality Services”.
- 1.05 “Unit” means the physical location where an employee is assigned to work (i.e. Creelman Hall).
- 1.06 “Retail” means the portions of operational units that are under the direction of Hospitality Services. These operations include but are not limited to: University Bookstore; Eastside Variety; Gryph’s Pro Shop and Gryph’s Locker.
- 1.07 “Emergency” is defined as a serious situation or occurrence that happens unexpectedly and that requires immediate or urgent action.

ARTICLE 2 – PURPOSE

- 2.01
- (a) The general purposed of this Agreement is to establish and maintain collective bargaining relations between the University and the employee covered by this Agreement; to provide for on-going means of communication between the Association and the University and the prompt and equitable disposition of complaints and grievances and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
 - (b) Any letters of understanding and/or memoranda of understanding printed with the Collective Agreement are attached to form part of this Collective Agreement.

ARTICLE 3 – RECOGNITION AND SCOPE

- 3.01 The University recognizes the Association as the sole and exclusive bargaining agent for all part-time employees of the University’s Hospitality Services Department employed in a “Food Service and/or Retail” capacity, employed at its campus in Guelph, Ontario, save and except for office and clerical staff; supervisors and persons above the rank of

supervisor, co-ordinators, dieticians, purchasing staff, apprentices, students, work study students, and those persons represented by other bargaining units or associations.

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

ARTICLE 4 – RELATIONSHIP

- 4.01 The University and the Association agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, disability or record of offences unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment.
- 4.02 No discrimination, intimidation, restraint or coercion shall be exercised or practiced by the Association or any of its representatives or members with respect to any employee; neither shall there be any solicitation on University premises by the Association or any of its representatives or members, during work hours if such solicitation will interfere with the operational requirements of the University.
- 4.03 The University shall maintain a work environment that is free from harassment. Harassment is a form of discrimination based on one or more of the prohibited grounds identified by the *Ontario Human Rights Code* or by the University's Human Rights Policy. The *Code* defines harassment as, "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome." Harassment may be either subtle or blunt and may include verbal or physical abuse, jokes, slurs, graffiti, pejorative or demeaning names, hate group activity and ostracism. Sexual harassment will not be permitted by any agent or employee of the University towards any other employee, student or visitor. Sexual harassment can include a sexual advance, request for sexual favours or sexual flirtation or banter that is known, or ought reasonably to be known, to be unwanted. It is particularly serious where the solicitation or advance is made by any person in a position to grant, confer or deny a benefit, privilege or advancement to the person subjected to the harassment.

- 4.04 An employee may elect to submit a grievance alleging harassment under the Collective Agreement or to file a complaint under the University's Workplace Harassment or Human Rights Policy.
- (a) Employees electing to proceed with a complaint under the University's Workplace Harassment or Human Rights Policy shall have the right to be accompanied by an Association representative at any stage of the process.
- 4.05 No discrimination, intimidation, restraint or coercion shall be exercised or practiced by any supervisor with respect to any employee.
- 4.06 The University and the Association shall work together in the interest of achieving a violence free workplace. Workplace violence is defined as any incident in which an employee is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace.

It is expected that employees or the Association on their behalf will report incidents of workplace violence to their immediate supervisor or, as appropriate the Campus Safety Office as specific circumstances dictate, and, as necessary, file an incident report detailing the incident including any directly related damage to property. Such reported incidents will be investigated by the University. The outcome of such investigation will be communicated to the Association. If the complaint is not resolved to the satisfaction of the member or the Association, a grievance may be filed at the 3rd Step.

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

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

- 5.01 The University will, during the term of this Agreement, deduct from the wages of all employees who have completed their probationary period and who are actively employed at the time of ratification, an amount equal to the monthly Association membership dues as properly notified in writing by the Secretary of the Association to the University.
- 5.02 Employees who join the University subsequent to the date of effectiveness of this Agreement and during the term of the Agreement and who have completed their probationary period shall be required by payroll deduction to pay an amount equal to the monthly Association membership dues to the Association.
- 5.03 The sums equivalent to membership dues referred to in Articles 5.01 and 5.02 shall be deducted from the first (1st) pay of every month and remitted by the University to the Secretary of the Association prior to the end of the month in which 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, judgments, attachments and from any form of liability arising from or as result of the deduction or non-deduction of such dues made in accordance with the foregoing authorization.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 The Association acknowledges that it is the exclusive function of the University to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, promote, demote, classify, transfer, lay-off, recall and to suspend, discipline employees or discharge seniority-rated employees for just cause provided that a claim of discriminatory promotion within the Bargaining Unit, demotion or lay-off or that an employee has been suspended, discharged or otherwise disciplined without just cause, may be treated as a grievance as provided under the Grievance Procedure;
- (c) maintain and enforce rules and regulation 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, the 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.

ARTILCE 7 – NO STRIKE, NO LOCKOUT

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

ARTICLE 8 – COMMITTEE

8.01 The University will recognize up to six (6) Association representatives selected by the Association from amongst members of the Bargaining Unit as an Association Committee for the purpose of discussing with University management provided, however, up to four (4) of such representatives will be employees of the University's Hospitality Services:

- (a) matters of mutual concern relative to the interpretation or application of this Agreement;
 - (b) the renewal or re-negotiation of this Agreement.
- 8.02 Employees shall not be eligible to serve as members of the Association Committee until they have successfully completed their probationary period.
- 8.03 Notwithstanding Article 8.01 above, the University will recognize up to five (5) employee representatives (no more than two (2) from any operational unit of the Hospitality Services) 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 regular duties to perform and will not absent themselves from their duties without the consent of their immediate supervisor which will not be unreasonably withheld.
- 8.05 Where a grievance must be serviced or where meetings between the Association and University officials take place during an employee's scheduled working hours, they shall be paid their basic hourly rate as though working. Notwithstanding any other provisions of this Agreement, the University shall be obligated to pay only the basic hourly rate to an employee replacing one (1) so acting for the Association.
- 8.06 The Association shall keep the University informed in writing of the names and positions of its Executive and Association Committees, and of the names and areas of responsibility of its employee representatives. The effective date of appointment shall be included in such notification.
- 8.07 The University will grant up to a total of twenty-five (25) days per contract year, leave of absence with pay for Food Service Employees Association Executive members or their designate, to attend educational courses, conferences, conventions and seminars, and to attend to University related Association duties. Requests for such leaves of absence as detailed above, must be submitted in advance and in writing to Staff Relations and will be subject to supervisory approval and operational requirements, which shall not be unreasonably withheld. It is further understood that all costs for transportation, accommodation and tuition will be borne by the Association.

ARTICLE 9 – 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 they have first given their immediate management supervisor an opportunity to adjust their complaint. If an employee has a complaint, they shall discuss it with their immediate management supervisor within seven (7) days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The immediate management supervisor shall be allowed seven (7) days to seek information and advice and to communicate their answer to the complainant. At any stage of the

grievance procedure, the employee may be accompanied by an Association representative, who is an employee of the University.

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

Step One

Within seven (7) days of receiving the reply of the immediate management supervisor, the employee may present their alleged grievance in writing on a form acceptable to the University to the Executive Director, Hospitality Services or designate. 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, and
- (e) All applicable Province of Ontario Legislation, such as the *Ontario Human Rights Code*, alleged to have been violated.

The employee may be assisted in the preparation and presentation of their grievance by their representative. Failing an immediate settlement, the Executive Director, Hospitality Services or designate shall deliver the decision in writing to the employee and their representative within seven (7) days following the presentation of the written grievance to them.

9.03 **Step Two**

If not settled at Step One, the grievor, together with up to three (3) of the Committee members recognized in Article 7.01 may, within seven (7) days of the reply at Step One, present the grievance in writing to the Director, Human Resources (Staff Relations) or designate with a notice of a desire to meet. The Director, Human Resources (Staff Relations) or designate shall meet with the Committee within fifteen (15) days of the receipt of such notice and shall give their reply in writing within seven (7) days following the meeting.

9.04 **Step Three**

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

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

9.06 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.

9.07 Group Grievances

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

9.08 Policy Grievance

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

ARTICLE 10 – DISCHARGE AND SUSPENSION CASES

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

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

10.03 An employee who has completed their probationary period may initiate a grievance at Step Two if the Grievance Procedure alleging that they have been unjustly discharged/suspended. Such grievance shall be filed within five (5) days after the discharge/suspension has been affected.

10.04 A grievance filed under the terms of Article 10.03 may be settled under the Grievance or Arbitration Procedure by:

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

10.05 Employees who have completed their probationary period have the right to review their Human Resources file not more than once yearly. In order to do so, employees are to submit their request, in writing, to the Staff Relations section of Human Resources. An

appointment to review the Human Resource file will be arranged within three (3) working days in Human Resources of the receipt of the request or within practical limitations.

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

ARTICLE 11 – ARBITRATION

- 11.01 When either party to this Agreement demands that a grievance be submitted for arbitration, they shall make such a demand in writing addressed to the other party of this Agreement.
- 11.02 The Arbitration Procedure incorporated into this Agreement shall be based on the use of a single Arbitrator selected by mutual agreement of the Parties. Failing agreement, either party may file with the Ministry of Labour for appointment of an Arbitrator.
- 11.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 11.04 The decision of the Arbitrator will be final and binding upon the Parties hereto and the employee or employees concerned.
- 11.05 The Parties will jointly share the expenses of the Arbitrator.
- 11.06 The party demanding arbitration shall be responsible for informing any third party likely to be adversely affected;
- (a) of the time and place of the sitting of arbitration,
 - (b) of the matter to be placed before the Arbitrator, and
 - (c) of the right of that third party to be present and represented.
- 11.07 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by the Agreement, nor alter, modify or amend any part of this Agreement.

ARTICLE 12 – SENIORITY

- 12.01 A new employee shall be on probation until they have completed four (4) months of continuous employment. On written notice to the employee and the Association, the University may extend the probationary period in exceptional circumstances for a further period of two (2) months to a maximum of six (6) months.
- 12.02 Once a part-time employee has successfully completed their probationary period and the employee is re-engaged in their former classification by the University, they shall not be subject to a new probationary period.
- 12.03 Seniority will accumulate based on hours worked. Seniority will apply on a unit basis for day to day operations.

- 12.04 In the event the University declares a need to lay-off part-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.
- 12.05 The University will maintain a seniority list for employees of the Bargaining Unit and will provide the Association with a copy of such seniority list every twelve (12) months.
- 12.06 Whenever practical, the University will give employees who have completed their probationary period forty-eight (48) hours' notice of any lay-off that is outside of Article 13.
- 12.07 An employee shall lose all seniority and service and shall be deemed to have terminated if they:
- (a) voluntarily leaves the employ of the University;
 - (b) is not rehired for a new determinate term of employment;
 - (c) is discharged and is not reinstated through the Grievance or Arbitration Procedure;
 - (d) is absent from work without permission and without a reasonable explanation for failing to seek such permission for three (3) consecutive days;
 - (e) 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;
 - (f) 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; or
 - (g) is absent due to lay-off which absence continues for more than twenty-four (24) months.
- 12.08 It shall be the duty of the employee to notify the University promptly of any change 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.
- 12.09 When considering lay-off, the University shall accord top seniority rights to the Committee recognized by Article 8.01 provided the University has work available which they are qualified to perform.
- 12.10 An employee who temporarily transfers to a position outside of the Bargaining Unit for up to six (6) months shall accumulate seniority during the period of time outside of the Bargaining Unit. Seniority accumulation will be based on the average hours for the preceding six (6) months worked.
- 12.11 An employee who transfers or posts into a Bargaining Unit position will not be eligible to bring the other Bargaining Unit's seniority with them.

ARTICLE 13 – TEMPORARY LAY-OFF OF PART-TIME EMPLOYEES

- 13.01 The normal period of employment referred to herein is defined as, “the period between September of one (1) year to April of the next year” and applies to those part-time employees in Hospitality Services only.
- 13.02 Part-time employees who are not working in the spring/summer semester will receive a notice of lay-off in the month of April. This notice will advise the date the employee is to report back to work in August or September of the same year. Upon receipt of the notice in the University’s Human Resources Department, a Record of Employment will be automatically generated in accordance with Service Canada guidelines. For circumstances outside of those referenced in Article 13.01, employees may request a Record of Employment be generated by contacting the University’s Human Resources department.
- 13.03 The Association will be provided with a copy of all lay-off/recall letters

ARTICLE 14 – LEAVES OF ABSENCE

- 14.01 The University shall endeavour to, subject to operational requirements, grant a leave of absence without pay to an employee. Requests for such leave of absence shall be in writing and shall be submitted to their supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the University as soon as possible. Seniority shall not accrue during a leave of absence longer than three (3) months.
- 14.02
- (a) Upon request, in the event of the death in the immediate family, an employee will be granted at the time of the death or service, leave with pay for a period of three (3) consecutive scheduled workdays. Immediate family shall mean: parent, step-parent, spouse, common-law spouse (including same-sex partner), child, step-child, brother, sister, step-brother, step-sister. Where the funeral occurs outside the province, the employee will be provided with a total of one (1) additional day without pay for the purpose of travelling to and from the funeral (i.e. four (4) days maximum).
 - (b) Upon request, in the event of the death in the family, an employee will be granted at the time of the death or service, leave with pay for a period of one (1) scheduled workday. Family shall mean: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent. Where the funeral occurs outside the province, the employee will be provided with a total of one (1) additional day without pay for the purpose of travelling to and from the funeral (i.e. two (2) days maximum).
- 14.03 Absence on jury duty or as a subpoenaed witness is an excused absence and the University agrees to pay an employee who is required to serve as a juror, the difference between the regular pay they would have received for work which they were scheduled

to perform during the period of their absence and the amount received by them as a juror. It shall be the responsibility of the employee to provide proof of the period served as a juror and the amount paid to them for such services.

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

14.05 Pregnancy and Parental Leave

An unpaid leave of absence for pregnancy and parental leave shall be granted in accordance with the *Ontario Employment Standards Act, 2000*.

On request, in writing, a leave of absence, without accumulation of seniority, pay or benefits beyond that provided under the *Ontario Employment Standards Act, 2000*, may be granted to an employee on pregnancy and parental leave up to a maximum leave (including leave available under the legislation) of seventy-eight (78) weeks. The University, in considering any request for an extension in pregnancy and parental leave in excess of that provided under the legislation, shall give consideration to any medical or other relevant reasons.

Seniority will be maintained for the duration of the pregnancy and parental leave. At the employee's option, she may, by arrangement with the University, elect to pay for the employee portion of the premium cost for the benefit package set out in the benefit carrier's brochure for the duration of the pregnancy and parental leave.

14.06 Sick Leave

Employees are entitled to sick leave in accordance with the [University Policy "500 Sick Leave, All Staff"](#).

ARTICLE 15 – JOB POSTING

15.01 The Association and the University acknowledge that the nature of the part-time food service work and the higher than average turnover of part-time employees results in a high volume of recruitment activities. To facilitate on-going recruitment needs, the University maintains open job postings at all times for Food Service Worker positions.

ARTICLE 16 – PAID HOLIDAYS

16.01 All Statutory Holidays and the Civic Holiday shall be paid pursuant to the *Ontario Employment Standards Act, 2000*.

ARTICLE 17 – VACATIONS

- 17.01 (a) Part-time employees shall be eligible for vacation pay based on their years of service. Vacation pay will be calculated and paid on the gross pay earned for each pay period.
- (b) Years of continuous employment for vacation purposes does not include student appointments, apprenticeships or other part-time employment with the University; *Employment Standards Act* obligations permitting.

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

| Years of Service | Vacation Pay Percentage (%) |
|---|-----------------------------|
| Up to five (5) years | 4% |
| Five (5) years but less than ten (10) years | 6% |
| Ten (10) years or greater | 8% |

ARTICLE 18 – HOURS OF WORK AND OVERTIME

18.01

- (a) 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 normal working hours shall not exceed seven and one-half (7.5) hours in a day.
- (b) Notwithstanding the provisions of 18.01 (a), the Association recognizes that the nature of the University's food service program may, in the future, necessitate the introduction, subject to government permit, of a work of more than seven and one-half (7.5) hours per day.

18.02 Employees are entitled to one (1) paid fifteen (15) minute rest period for each half of a seven and one-half (7.5) hour shift worked. Employees are entitled to one (1) thirty (30) minute unpaid meal break when working five (5) consecutive hours or longer.

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 (0.5) hour meal break referred to in Article 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 Employees shall be entitled to a five (5) minute wash-up period at the end of each shift.

18.05 In order to be eligible to receive overtime pay, an employee must receive approval by their supervisor in advance of the overtime being worked.

18.06 The hours worked by an employee in excess of forty-four (44) hours in a work week shall be paid at time and one-half (1.5) the regular hourly rate.

- 18.07 Overtime will be paid at time and one-half (1.5) in increments of fifteen (15) minutes rounded up.
- 18.08 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 program.

ARTICLE 19 – WAGES

- 19.01 The University will maintain its past practices relative to the method of wage payment for employees covered by this Agreement.
- 19.02 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.
- 19.03 In consideration of employee entitlement to beverages and meals during shifts worked, all employees working greater than five (5) hours in a day, shall be assessed a contribution of one dollar (\$1.00) by payroll deduction. In addition, the employee will be charged an additional three dollars (\$3.00) as a taxable benefit for each shift that is greater than five (5) hours, and this will be reflected on the employee’s T4. Employees working shifts of three (3) hours and up to five (5) hours, shall be assessed a deduction of one dollar (\$1.00) plus applicable tax by payroll deduction, for beverages consumed during the employee’s shift and/or break.

ARTICLE 20 – COMMUNICATIONS

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

ARTICLE 21 – ASSOCIATION-MANAGEMENT MEETINGS

- 21.01 An Association-Management Committee consisting of five (5) Association representatives and five (5) University representatives shall be formed. The Committee shall meet once per month, from September to April, at a time and place satisfactory to both Parties, to discuss matters of mutual concern which the Parties agree affect the Bargaining Unit as a

whole. Additional meetings may be scheduled upon mutual agreement by the Association and University Co-Chairs.

- 21.02 The Parties agree that the Association-Management Committee can discuss specific articles of the Collective Agreement and mutually develop interpretation and practice memorandums of agreement that will be appended to the duration of the current Collective Agreement. All memorandums of agreement must be signed by the Association, the Executive Director, Hospitality Services and the Director, Human Resources (Staff Relations).
- 21.03 Association members will receive their regular hourly wage for attendance at Association-Management meetings.

ARTICLE 22 – TERM

22.01 This Agreement shall be in effect from August 1, 2024 to July 31, 2027 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.

The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 20th day of June, 2024.


For the University:



Ed Townsley



Lukas Riley



Chris Herkimer



Lisa Tersigni-Holt



Vijay Nair



Steven McAnulty

For the Association:



Mike Framst



Annie Chow



Evonne Cugliari



Sam Scrimshaw



Jen Woodburn

SCHEDULE 'A'

Effective August 1, 2024 (3.75% increase)

| Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 |
|---------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| \$16.73 | 910 Hours \$17.03 | 1820 Hours \$17.45 | 2730 Hours \$17.78 | 3640 Hours \$18.15 | 4550 Hours \$18.52 | 5460 Hours \$18.87 |

Effective August 1, 2025 (3.5% increase)

| Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 |
|---------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| \$17.32 | 910 Hours \$17.63 | 1820 Hours \$18.06 | 2730 Hours \$18.40 | 3640 Hours \$18.79 | 4550 Hours \$19.17 | 5460 Hours \$19.53 |

Effective August 1, 2026 (3% increase)

| Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 |
|---------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| \$17.84 | 910 Hours \$18.16 | 1820 Hours \$18.60 | 2730 Hours \$18.95 | 3640 Hours \$19.35 | 4550 Hours \$19.75 | 5460 Hours \$20.12 |

Note: If, at any time during the term of this Collective Agreement, any of the above-noted wages fall below the provincial minimum wage, such wages will be increased to the provincial minimum wage. If/when those wages increase to amounts greater than the provincial minimum wage, the wages reflected in the above-noted grids will apply.

A. INCREMENTAL ADJUSTMENTS

- 1) Part-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) A part-time member will progress to their appropriate incremental level based on actual hours worked and based upon satisfactory performance in accordance with the wage grid in "Schedule A".
- 3) A wage progression through the wage grid may be withheld on the basis of performance and subject to approval by the Executive Director, Hospitality Services and the Director, Human Resources (Staff Relations) or designate. Prior to withholding a wage progression, a meeting will be held with the employee, an Association representative and members from Hospitality Services management.
- 4) An employee will normally progress to their next wage progression step based on performance and following the completion of the required number of hours worked as defined in "Schedule A". In exceptional cases of superior performance, an employee may be awarded an additional wage progression step, subject to the approval of Human Resources.
- 5) Current employees who are covered under this Agreement who are earning a wage rate that is greater than the maximum of the Senior Food Service Worker

Level 6 rate, will be red circled until such time as the Senior Food Service Worker wage grid rates exceed the employee's red circled wage rate.

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

MEMORANDUM OF UNDERSTANDING "A" – SAFETY SHOE SUBSIDY

Further to the Collective Agreement between the University of Guelph and the University of Guelph Food Service Employees Association Unit 2, following ratification of the renewal agreement and upon submission of a receipt for CSA approved safety footwear, the University shall provide part-time UGFSEA Unit 2 members who have completed six (6) months of continuous employment with \$190.00 once annually (i.e. September to August), with no carry-over provision into the next calendar year, for the purchase of safety shoes.

The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 20th day of June, 2024.


For the University:



Ed Townsley



Lukas Riley



Chris Herkimer



Lisa Tersigni-Holt



Vijay Nair



Steven McAnulty

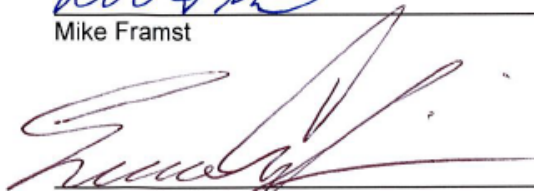
For the Association:



Mike Framst



Annie Chow



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Sam Scrimshaw



Jen Woodburn

MEMORANDUM OF UNDERSTANDING “B” – BENEFITS

Further to collective bargaining, the Parties agree that the current application of the University’s program for part-time staff will remain in effect for the duration of the Collective Agreement.

Participation in the University’s benefit program is optional for part-time employees; however, employees must choose to participate in the program at the time of hiring or upon reaching specific benefit qualifying criteria. Details of the benefit program coverage are detailed in the Employee Benefits Booklet, available on the University’s Human Resources website.

- 1) The current components of the benefit program for part-time employees are:
 - (a) Long term salary continuation plan,
 - (b) Supplemental medical insurance providing extended health care and semi-private hospital coverage,
 - (c) Group life insurance,
 - (e) Dental plan.
- 2) In the event the University changes benefit carriers, the University will endeavour to provide the Association with at least sixty (60) days’ notice.

3) Long Term Salary Continuation Plan and Group Life Insurance

For those part-time employees who qualify and elect to participate in the benefit coverage for long term salary continuance, employees will contribute thirty-three and one-third per cent (33 1/3%) and the University will contribute sixty-six and two-thirds per cent (66 2/3%) of the total cost of the benefit.

4) Supplemental Medical Insurance

- i) For those part-time employees who qualify and elect to participate in the benefit coverage for supplemental medical insurance and whose work load is between thirty-five per cent (35%) and fifty per cent (50%) of the full-time work week (37.5 hours) will contribute fifty per cent (50%) and the University will contribute fifty per cent (50%) of the total cost of the benefits.
- ii) For those part-time employees who qualify and elect to participate in the benefit coverage for supplemental medical insurance and whose work load is between fifty-one per cent (51%) and seventy-five per cent (75%) of the full-time work week (37.5 hours) will contribute twenty-five per cent (25%) and the University will contribute seventy-five per cent (75%) of the total cost of the benefits.

5) Dental Plan

For those part-time employees who qualify and elect to participate in the benefit coverage for dental and whose work load is between fifty-one per cent (51%) and seventy-five per cent (75%) of the full-time work week (37.5 hours) will contribute forty per cent (40%) and the University will contribute sixty per cent (60%) of the total cost of the benefits.

- 6) Part-time employees must have ten (10) years of continuous service at the University in order to be eligible for post-retirement benefits upon drawing a pension from the University.
- 7) Existing employees who are currently enrolled in the part-time benefit program for supplemental extended medical, and who previously elected to maintain coverage during the summer lay-off period (May to August) will continue with this agreement. Those employees who have elected this coverage will be responsible for the full cost of the supplemental extended medical for the summer lay-off period. The cost will be divided into eight (8) equal monthly payments (September to April) and deducted directly off their pay. New employees must elect to continue supplemental extended medical coverage during the summer lay-off period at the time of benefit qualification. Employees who do not elect to continue coverage during their lay-off period will be ineligible for such coverage in the future.

The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 20th day of June, 2024.


For the University:



 Ed Townsley



 Lukas Riley



 Chris Herkimer



 Lisa Tersighi-Holt



 Vijay Nair



 Steven McAnulty

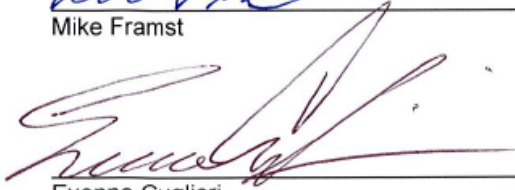
For the Association:



 Mike Framst



 Annie Chow



 Evonne Cugliari



 Sam Scrimshaw



 Jen Woodburn

MEMORANDUM OF UNDERSTANDING "C" – BENEFIT CHANGES

Benefits (for those eligible employees)

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

The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 20th day of June, 2024.


For the University:



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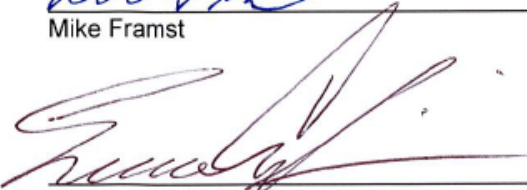
For the Association:



Mike Framst



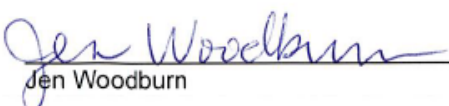
Annie Chow



Evonne Cugliari



Sam Scrimshaw



Jen Woodburn

MEMORANDUM OF UNDERSTANDING “D” – EMERGENCY CLOSURES AND ESSENTIAL STAFF

The University of Guelph and the University of Guelph Food Services Employees Association Unit 2, together the Parties, acknowledge that the University Policy 512 – Hazardous Weather / Emergency Closing Procedures applies to Bargaining Unit members. The Parties further acknowledge that Hospitality Services has an obligation to ensure appropriate levels of service to the University community during a University closure, including identifying the essential staff necessary to provide those services.

In accordance with HR Policy 512 and its obligations Hospitality Services, the University will identify those essential services and associated positions on an annual basis and provide a list to the Association and those impacted employees.

Those part-time employees that are employed in positions designated by Hospitality Services as being essential and that are required to work during an emergency closure will be paid at straight time for all hours worked (in addition to their regular pay).

The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 20th day of June, 2024.


For the University:



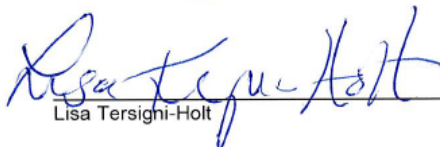
Ed Townsley



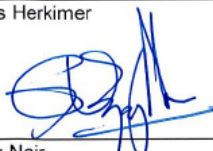
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Vijay Nair



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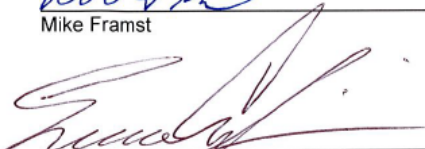
For the Association:



Mike Framst



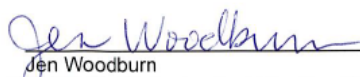
Annie Chow



Evonne Cugliari



Sam Scrimshaw



Jen Woodburn

MEMORANDUM OF UNDERSTANDING “E” – PAY INCREASE IMPLEMENTATION

The Parties agree to make the “Frequency of Pay Increase Implementation” a standing item at Labour-Management Committee meetings, with the aim of reviewing the number of times per year pay increases are implemented and effected for Association members.

The University and the Association have caused this Memorandum to be executed, on their behalf, in the City of Guelph, Ontario, on this 20th day of June, 2024.


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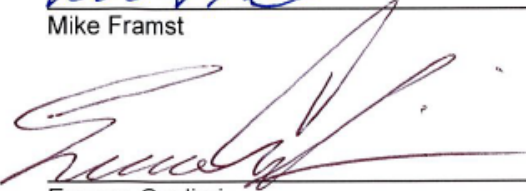
For the Association:



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Annie Chow



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Sam Scrimshaw



Jen Woodburn