

**Human  
Resources  
Manual**

Return to  
the [Index](#)

# **Collective Agreement between The University Of Guelph Staff Association and The University Of Guelph**

**Expiry Date  
April 30, 2002**

## **Table of Contents**

### **Article**

- [I Definitions](#)
- [II Purpose](#)
- [III Recognition](#)
- [IV Management Functions](#)
- [V Relationship](#)
- [VI Membership in the Bargaining Unit and Deduction of Dues](#)
- [VII No Strike, No Lockout](#)
- [VIII Grievance Procedure](#)
- [IX Provisions re: Discipline, Discharge and Suspension](#)
- [X Arbitration](#)
- [XI Seniority](#)
- [XII Leave of Absence](#)
- [XIII Paid Holidays](#)
- [XIV Vacations](#)
- [XV Job Posting](#)
- [XVI Sick Leave](#)
- [XVII Association Representatives and Grievance Committee](#)
- [XVIII Hours Of Work and Overtime](#)
- [XIX Emergency Call-in](#)
- [XX Wages](#)
- [XXI Benefits](#)
- [XXII Method of Payment of Wages](#)
- [XXIII Lay-off](#)
- [XXIV Time Off for Snow Storms, Heat, etc.](#)
- [XXV 8-9-10 Month Continuing Limited Term Positions](#)
- [XXVI Educational Leave](#)
- [XXVII Educational Leave: Full-time Programs Leading to a Degree](#)
- [XXVIII Occupational Health And Safety](#)
- [XXIX Term Of Agreement](#)

### [SCHEDULE "A"](#)

- [\(A\) Wages](#)
- [\(B\) Incremental Adjustments](#)
  - [1. Shift Premiums](#)

## 2. Acting Pay

### SCHEDULE "B"

11 Hour Shifts - Clerk Dispatchers, Security Services

### SCHEDULE "C"

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

## MEMORANDA OF UNDERSTANDING

1. Staff Development
2. Athletic Fee Subsidy
3. Scholarship Plan
4. Tribunal
5. Trial Period
6. Parking
7. Job Evaluation
8. Early Retirement
9. Pensions and Benefits Committee
10. Joint Health & Safety Committee
11. Protocol on Essential Animal Care

## Memorandum of Agreement #1

## Letters of Understanding

---

This Agreement made this 10th day of March, 2000.

Between

the University Of Guelph (hereinafter called the "University")  
of the First Part

and

the University of Guelph Staff 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 as defined in paragraph 3.01 of this Agreement.

1.02 Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included.

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

1.04 "Vacation year" and "year" means the period from 1 January to 31 December

annually.

1.05 "Lay-off" means cessation of employment because of lack of work in an employee's salary band or the discontinuance of a function or facility of the University.

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

- (a) hours of work of normally thirty-five (35) or thirty-seven and one-half (37-1/2) hours per week for agricultural workers and agricultural assistants .
- (b) an indeterminate term of employment during good conduct, capacity for their work, competence, and for so long as suitable work is available.

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

- (a) hours of work of normally thirty-five (35) or thirty-seven and one-half (37-1/2) hours per week for agricultural workers and agricultural assistants .
- (b) except as provided in paragraph 9.02 a determinate term of employment of less than twelve (12) consecutive months during good conduct, capacity for their work, competence, and for so long as suitable work is available.

1.08 "Paid status" means drawing wages for time worked, for paid sick leave, for paid holidays, for vacation leave, for bereavement leave, for jury duty, for military leave, paid/unpaid parental leave and for periods of Workers' Safety and Insurance Board Benefits of up to twelve (12) months duration.

1.09 "Regular hourly rate" means an amount calculated by dividing weekly wage by 35 or by 37.5 as appropriate to the individual.

[Return to top of page](#)

## **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 salary levels, hours of work and working conditions generally for employees.

[Return to top of page](#)

## **Article III - Recognition**

3.01 The University recognizes the Association as the sole and exclusive bargaining agent for all employees of the respondent employed or normally performing a major part of their work at its campus at Guelph, engaged in clerical, secretarial, library assistant, library associate, or performing duties as technicians or their assistants,

buyers, draftspersons, design draftspersons, engineering assistants, xerox operators, graphic designers, console operators, printing press operators, sales clerks, dispatchers, performing agricultural duties or other duties historically performed by bargaining unit employees save and except for:

- (1) members of the University faculty;
- (2) all persons employed in Human Resources;
- (3) secretaries to academic and administrative department heads and to persons above those ranks;
- (4) all persons employed in a professional capacity in the fields of engineering, accounting, purchasing, library science, administration, medicine, nursing and student counselling;
- (5) administrative and executive assistants to department heads or persons above that level;
- (6) Construction Co-ordinators and persons above those levels in the Directorate of Physical Resources;
- (7) all persons employed in the offices of the President, Vice-President, Academic and Vice-President, Administration;
- (8) all persons paid from trust funds and grants;
- (9) all persons regularly employed for not more than twenty-four (24) hours per week averaged over a two (2) week pay period;
- (10) students employed during their school vacation period or first off semester period in a year;
- (11) the supervising and confidential clerk in the office of the Dean of the College of Social and Applied Human Science;
- (12) the confidential clerk in the Department of Animal and Poultry Science and in any other department where the personnel strength is greater than fifty (50) and such appointment is deemed necessary by the University;
- (13) Sports Coaches;
- (14) persons in other bargaining units;
- (15) supervisors and persons above the rank of supervisor.

3.02 Should any new position be established within the University which the Association claims to fall within the bargaining unit defined in paragraph 3.01 hereof, the question 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 to 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 on any other subject not included in this Agreement.

[Return to top of page](#)

## **Article IV - Management Functions**

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

4.02 The University agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

4.03 Employees who are excluded from the bargaining unit shall not perform the regular work of employees in the bargaining unit where in doing so such action directly results in the lay-off of bargaining unit employees or in the permanent elimination of a bargaining unit position.

4.04 The University will not replace a regular full-time position within a department, with two (2) or more part-time employees, whose combined hours equal or exceed that of the regular full-time position.

[Return to top of page](#)

## **Article V - Relationship**

5.01 No discrimination, interference, restrictions or coercion shall be exercised or practised by the University or the Association with respect to any staff member in regard to any matter to do with terms and conditions of employment by reason of race, creed, colour, sex, marital status, nationality, ancestry, place of origin, political or religious affiliations, sexual orientation, age, (as defined in the Ontario Human Rights Code) nor by reason of membership or non-membership or activity or lack of activity in the Association.

5.02 No discrimination, intimidation, restraint or coercion shall be exercised or practised 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, except as provided in this Agreement or otherwise in writing.

5.03 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, sexual orientation or handicap.

5.04 The University and the Association agree that all employees have the 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 Employee Relations section of the Human Resources Division for assistance. 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.

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

[Return to top of page](#)

## **Article VI - Membership in the Bargaining Unit and Deduction of Dues**

6.01 The University will, during the term of this Agreement, deduct from the wages of all employees an amount equal to the monthly Association membership dues.

6.02 The sums equivalent to membership dues referred to in 6.01 shall be deducted from the first pay of every month and remitted by the University to the Secretary/Treasurer of the Association prior to the end of the month in which the dues have been deducted. The initial remittance which shall be effective for the first full calendar month following the date of signing of this Agreement, 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.

6.03 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 a result of the deduction or non-deduction of such dues made in accordance with the foregoing authorization.

6.04 Copies of Request for Leave of Absence forms and names of terminated regular full-time bargaining unit employees, will be provided to the Association monthly.

[Return to top of page](#)

## **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 operations 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.

[Return to top of page](#)

## **Article VIII - Grievance Procedure**

8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until s/he has first given his/her immediate supervisor an opportunity to adjust his/her complaint. If an employee has a complaint s/he shall discuss it with his/her immediate supervisor within fifteen (15) days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The immediate supervisor shall be allowed seven (7) days to communicate his/her answer to the complainant. Failing settlement, it may then be taken up as a grievance. In the case of a job competition grievance, it is understood that the appropriate supervisor will be the recruiting supervisor.

The grievance is described as an alleged violation of:

- i) the collective agreement
- ii) the Human Rights Code of Ontario
- iii) The Employment Standards Act of Ontario

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

### **Step 1**

Within seven (7) days of the supervisor's decision the employee may present his/her alleged grievance in writing, on a form agreed to by the University and the Association, to his/her 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 allegedly violated or the alleged occurrence said to have caused the grievance.

The employee may be assisted in the presentation of his/her grievance by his/her Association representative who is an employee of the University. Failing an

immediate settlement, the supervisor shall deliver his/her decision to the employee and to the Association within seven (7) days following the presentation of the grievance to him/her.

### **Step 2**

If not settled at Step 1, the grievor together with the Association may submit his/her alleged grievance to his/her supervisor's supervisor within seven (7) days of the reply at Step 1. The supervisor's supervisor may meet with the grievor within seven (7) days to discuss the grievance and shall deliver his/her decision to the employee and to the Association within seven (7) days of the meeting. If no meeting takes place the decision shall be delivered to the employee and the Association within seven (7) days."

### **Step 3**

If not settled at Step 2, the grievor together with a representative of the grievance committee as hereinafter constituted may submit his/her alleged grievance to the Assistant Vice-President, Human Resources or designate within seven (7) days of the reply at Step 2. The Assistant Vice-President, Human Resources or designate shall meet with the grievor and the grievance committee nominated by the Association within ten (10) days of the presentation of the grievance to him/her. The Assistant Vice-President, Human Resources or designate shall render his/her decision in writing to the grievor and the chair of the grievance committee within ten (10) days of the above meeting.

### **Step 4**

Failing settlement of the grievance at Step 3, the Association after full discussion with the grievor, may submit the grievance to arbitration as hereinafter provided within twenty (20) days of the receipt of the decision at Step 3.

8.02 The time limits mentioned in paragraph 8.01 may be extended by agreement between the grievor and/or the appropriate Association representative and the appropriate University official. Where no such agreement has been made or where an agreed extension has expired:

- (a) the grievor may proceed to the next step of the procedure if the appropriate University official exceeds the time limits allowed for him/her to act, or
- (b) the University may consider the grievance abandoned if the grievor exceeds the time allowed for him/her to act.

8.03 A complaint or grievance arising directly between the University and the Association with respect to:

- (a) a matter of policy or interpretation of the collective agreement, or
- (b) a decision or action of the University administration or departmental management that affects three (3) or more employees, or
- (c) an action of the Association that is considered prejudicial by or to the



University,

may be lodged by the grieving party at Step 3 in the manner provided by Step 3 within ten (10) days of the occurrence complained of. The Assistant Vice-President, Human Resources or designate shall meet with the grievance committee nominated by the Association within ten (10) days of the presentation of the grievance to the University or the Association. If a mutually agreeable solution cannot be reached at such meeting, then the Assistant Vice-President, Human Resources or designate shall render his/her decision in writing to the grieving party within ten (10) days of the above meeting. Failing settlement of the grievance at Step 3, the grieving party may demand the matter be taken to arbitration by notice in writing to the other within twenty (20) days of the receipt of the decision at Step 3. Should the grieving party exceed the above time limit, the grievance shall be considered to have been abandoned. Grievances permitted by this clause shall be lodged by the University with the Association President and by the Association with the Assistant Vice-President, Human Resources. It is expressly understood that this procedure may not be used with respect to a situation primarily affecting any employee which such employee could himself/herself raise as a grievance, thereby by-passing the regular grievance procedure. It is further understood that the provision for the extension of time limits by agreement shall apply to this article.

8.04 Where a complaint is submitted at Step 1, which does not allege violation of the:

- i) collective agreement,
- ii) Human Rights Code of Ontario,
- iii) Employment Standards Act of Ontario

It may be processed only through Step 3 of the grievance procedure but shall not be subject to being referred to arbitration.

8.05 Nothing herein shall be deemed to preclude an employee from discussing problems, personal or job related, with supervisors or members of the Human Resources Department as appropriate.

Nothing herein shall be deemed to preclude a Supervisor, Department Head, Director or Dean from meeting with the Association, provided no agreements are reached which are inconsistent with the provisions of the collective agreement or without approval of Employee Relations.

[Return to top of page](#)

## **Article IX - Provisions re. Discipline, Discharge and Suspension**

9.01

- (a) The discharge of an employee prior to completion of his/her probationary period may be subject to the grievance procedure only up to Step 3.

(b) The termination of employment of a temporary full-time employee at the end of a predetermined period or upon completion of a specific project for which s/he was hired shall not be the subject of a grievance. The University shall send to the Association a copy of any temporary full-time appointment letter within five (5) working days of receipt of the Employee Data Form in Human Resources.

#### 9.02

(a) The hiring of temporary full-time employees shall not be within established positions except in case of the temporary absence of the regular incumbent to a maximum period of twenty-four (24) months.

(b) The hiring of a temporary full-time employee in an established regular full-time position shall be permitted during the recruitment period, which will begin on the date the position first becomes vacant; and which shall not exceed twelve (12) weeks. Any request by the University for an extension to this twelve (12) week period, shall be made in writing to the Association for approval, which approval shall not be unreasonably withheld.

9.03 Where an employee is suspended or discharged after the completion of his/her probationary period and other than in accordance with paragraph 9.02, s/he and the Association shall be informed, at the same time, of his/her discharge or suspension. The employee's supervisor will encourage the employee to exercise his/her right to have a Staff Association representative present at this meeting. Employee Relations will inform the Staff Association in advance of such meetings. A written confirmation of said discharge or suspension shall be provided to the employee and the Association within one (1) day.

9.04 An employee who has completed his/her probationary period and to whom paragraph 9.02 does not apply, may initiate a grievance at Step 3 of the Grievance Procedure alleging that s/he has been unjustly discharged or suspended. Such grievance shall be filed within five (5) days after the discharge has been effected.

9.05 A grievance dealing with a discharge or suspension may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the University's action in discharging or suspending the employees;
- (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.

9.06 The Association shall receive a copy of all written reprimands given to all regular full-time employees.

9.07 It is agreed that disciplinary letters within employees' Personnel files shall be

removed after a two (2) year period provided that no further discipline has been recorded within that two (2) year period.

9.08 Employees who have completed their probationary period have the right to review their Personnel files no more than once yearly. In order to do so employees are to submit their request in writing to the Employee Relations Section of the Human Resources Department. An appointment to review the Personnel file will be arranged within three (3) working days of the receipt of the request or within practical limitations. An employee involved in a grievance or complaint along with the Association will be allowed to view the employee's file. An employee may request and shall be provided with a photo-copy of any document of which they would normally have a copy. Requests for copies of other documents shall not be unreasonably withheld.

[Return to top of page](#)

## **Article X - Arbitration**

10.01 When either the University or the Association demands that a grievance be taken to arbitration under the provisions of paragraph 8.03, such demand shall include notice to the other party of the appointment of a nominee.

10.02 Within seven (7) days thereafter, the other party shall nominate a nominee, provided however, that if such party fails to nominate an nominee 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 nominees so nominated shall attempt to select by agreement a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of five (5) days, either may then request the Minister of Labour for the Province of Ontario to appoint an impartial Chair.

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

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

10.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

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

10.07 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expenses, if any, of the Chair of the Arbitration

Board.

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

- (a) of the time and place of the sitting of the Board of Arbitration,
- (b) of the matter to be placed before the Board, and
- (c) of the right of that third party to be present and represented.

[Return to top of page](#)

## **Article XI - Seniority**

11.01 The purpose of this article is the provision of increased job security and increased protection of accrued benefits in relation to length of employment, always provided that ability to perform the work required is a prime requisite.

11.02

- (a) Except as provided for in 11.10(b), an employee shall be on probation until s/he has completed six (6) months continuous regular full-time employment.
- (b) On written notice to the employee, including the reasons for the extension and on notification to the Association, the University may one (1) time only, extend the probation period for a further period of three (3) months. Upon completion of such probationary period, the employee's name shall be placed on the seniority list with seniority from the date of his/her employment.

11.03

- (a) Probationary employees will be given a written progress report upon completion of three (3) months service. Both the employee and the supervisor will be notified that a review is required.
- (b) A letter will be sent to probationary employees informing them of the successful completion of their probation and their new rates of pay, or the employees shall be deemed to have completed probation.

11.04 A seniority list is established for employees in the bargaining unit. All regular full-time employees who have completed the probationary period or any extension thereof, shall be included on a seniority list.

11.05 The University agrees to maintain an up-to-date seniority list and to supply the Association with copies of such list, it being understood that the list shall not be supplied to the Association more frequently than once every six (6) months. Association officials may have access to up-to-date seniority information on an "as required" basis.

11.06 In all cases of job competition within the bargaining unit, seniority shall be exercised as outlined in 15.02(a).

11.07 An employee shall be terminated if s/he:

- (a) voluntarily leaves the employ of the University;
- (b) is discharged and is not reinstated through the Grievance or Arbitration Procedure;
- (c) is absent from work without permission 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 twenty-four (24) months or is absent due to disability, which absence continues for more than twenty-four (24) months, except that in Workplace Safety and Insurance Board cases, the absence may continue for the period of compensation.

11.08 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.

11.09 An employee whose position does not fall within the bargaining unit, but who was immediately previously employed in a position within the bargaining unit, shall be deemed to retain the seniority accrued from their start date within the bargaining unit to the date they leave the bargaining unit for a period of up to three (3) years from leaving the unit. However, their name shall not appear on the seniority list.

11.10

- (a) If appointed to a regular full-time position with no break in employment or a break of three (3) weeks or less, a temporary full-time employee will be credited for time worked against credited service for the purposes of vacation, sick leave, tuition waiver, service review date, paid holidays and seniority. It is understood that every regular full-time employee will serve only one (1) probationary period
- (b) Temporary full-time employees who have been employed for greater than nine (9) months and who are subsequently appointed as a regular full-time employee and who are performing the same job duties but now as a regular full-time employee and for the same department at the same salary band, and notwithstanding Article 11.02 (b) and 11.03 (b) they will have their probationary period reduced to three (3) months.

11.11 An employee whose position had not fallen within the bargaining unit, but who would now fall within the bargaining unit as a result of collective agreement negotiations, arbitration, job evaluation or any formal action initiated by the Staff Association, shall be granted one (1) year of Staff Association seniority for every four (4) years of continuous full-time service with the University immediately prior to his/her placement within the bargaining unit, to a maximum of five (5) years seniority.

[Return to top of page](#)

## **Article XII - Leave of Absense**

12.01 The University may, subject to operational requirements, grant leave of absence without pay to an employee. A request for such leave of absence shall be in writing and shall be submitted to the supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the University as soon as possible. The granting of such leave may not be unreasonably withheld. The supervisor shall normally respond within ten (10) working days. Seniority shall accrue during a leave of absence. Normal benefit cost-sharing continues for unpaid leaves of absence of one (1) month duration or less. For unpaid leaves of greater than one (1) month, normal benefit cost sharing continues for the 1st month of the leave.

12.02 The University agrees to grant leave of absence without pay for up to five (5) days per year per hundred employees or fraction thereof in the bargaining unit to persons selected by the Association to attend association meetings or conferences. With respect to any particular individual, the granting of such leave of absence shall be contingent upon the approval of the department head concerned, which shall not be unreasonably withheld.

12.03 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 up to a period of three (3) days. Immediate family shall mean parent, spouse, child, brother, sister, ward, grandparent, grandchild, step parent, step child, common-law spouse, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law or daughter-in-law.

12.04 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/her 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/her for such services. In addition, an employee who is subpoenaed as a witness shall receive full regular pay for such absence, provided the litigation was not initiated by the employee.

12.05 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.

12.06 Employees who are enfranchised to vote shall be allowed time off for Ontario

Provincial elections or Federal elections, without loss of pay, as defined by Federal or Ontario Provincial legislation.

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

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 calendar 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 12.01 to accommodate their family responsibilities.

## 12.08 Paid Parental Leave

### 1. Purpose

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

- (a) Natural mothers or the adoptive parent having primary care of the child or children, who are regular full-time University employees will be eligible to receive seventeen (17) weeks of normally continuous paid parental leave, including the date of birth or adoption, per pregnancy or placement.
- (b) The employee shall give at least two (2) weeks written notice to 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 the Salary Administration section of the Personnel Department. 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 twenty (20) weeks of employment required for E.I. benefit eligibility.

### 3. Terms

(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 merit 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. S/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/her intention to return to work at least two (2) weeks prior to the intended date of return.

(h) If the Supervisor/Chair is not certain of a natural mother's physical ability to return to and perform her duties, they may request medical certification of such ability.

#### 12.09 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.

#### 12.10 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.

## 12.11 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. (This leave is available to both parents, and when added to the paid parental leave period, would enable the parents themselves to provide the first year of care for their child or children. Employees should contact the Employment Insurance (EI) Office to determine their eligibility for benefits during the initial ten (10) weeks of this unpaid leave period.)

(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/her level of performance while in full-time employment.

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

## 12.12 Temporary Reduction of Workload and Compensation

The operational requirements of the University must be met. However, it is recognized

that effort will be required to accommodate a regular full-time employee's requests for a temporary reduction of workload and compensation.

The purpose of a temporary reduction of workload and compensation is to provide an eligible regular full-time employee with the opportunity to reduce his/her regular hours of work in a week, from 37.5 or 28 (as applicable), to no less than 50% in anyone week. It is not intended to replace the provisions of any other article/clause, specifically clause 12.01 (unpaid leave of absence); Article XXV (8-9-10 month continuing limited term appointments); or clause 18.12 (4 day work week).

1. Eligibility and Application Procedure

- (a) Every regular full-time employee is eligible to request a temporary reduction in workload and compensation at any time during his/her career.
- (b) Any eligible employee may submit a written request for a temporary reduction in workload and compensation to his/her immediate supervisor and to the relevant Department Chair or Director.
- (c) An employee whose request for a reduction in workload and compensation is denied may grieve the decision according to the collective agreement grievance procedure.

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, and such employees will maintain their status within the bargaining unit.
- (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.

[Return to top of page](#)

## **Article XIII - Paid Holidays**

### 13.01

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

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

(b) In each calendar year, providing fourteen (14) calendar days notice is given to his/her immediate supervisor, each employee shall be entitled to be granted two (2) other days as "additional paid holidays" annually. An employee working on a day being observed as an "additional paid holiday" by another employee shall not be entitled to the holiday premium contemplated in paragraph 13.05. An "additional paid holiday" may not be carried over for observance into a new calendar year.

(c) It is understood that during an employee's probationary period an employee shall be entitled to use only one (1) of the above mentioned "additional paid holidays".

(d) Should the Parliament of Canada enact a new public holiday 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.

(e) The University will provide annually to bargaining unit employees, one (1) or two (2) additional day(s) off with pay during the Christmas period (December 25 - January 1), to coincide with the University's Christmas closure and to provide the employee with uninterrupted time off. If additional days off are required (ie. 3 or more), the employee will be given the option of charging the day(s) as vacation, floater, lieu time or time off without pay. Employees required 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.

13.02 Holiday pay will be computed on the basis of the employee's normal daily hours and their regular hourly rate. In the case of employees with variable daily hours of work, the employee's average daily hours shall be calculated based on the number of hours normally worked divided by the number of days normally worked in a week.

13.03 In order to qualify for holiday pay, the employee must work the full scheduled shifts immediately preceding and immediately following the holiday except in cases of excused illness in which case the employee shall receive holiday pay providing s/he has worked a full scheduled shift in the week immediately preceding and the week immediately following the holiday.

13.04 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.

13.05 An employee required to work on any of the foregoing holidays shall be paid at the rate of two (2) times his/her regular hourly rate for time worked (including overtime) on such holiday in addition to any holiday pay to which s/he may be entitled or equivalent amount of time off in lieu of the holiday pay. The employee may request such equivalent time off and the University will make every reasonable effort to grant it in accordance with the employee's wishes.

13.06 Should any of the foregoing holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday with respect to employees whose days off are regularly and normally Saturday and Sunday. With respect to employees whose work schedule in its normal course sometimes provides days off other than Saturday and Sunday, the day on which the holiday actually falls shall be the day in respect of which holiday pay is paid or a day off in lieu is granted and in respect of which the premium provided in paragraph 13.05 is paid for hours worked.

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

[Return to top of page](#)

## **Article XIV - Vacations**

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

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

14.03 All eligible employees shall be granted vacation credits in accord with the following scale:

<b>Years of Continuous Service</b>	<b>Vacation Credit</b>	<b>Monthly Equivalent</b>
1 & 2 years	10 days	0.83 days
3 & 4 years	15 days	1.25 days
**2 to 4 years	15 days	1.25 days
5 & 6 years	16 days	1.33 days
**6 years	17 days	1.42 days
*7 years	18 days	1.50 days
*8 to 11 years	20 days	1.66 days
12 to 13 years	21 days	1.75 days
14 to 15 years	22 days	1.83 days
16 years	23 days	1.92 days
17 to 27 years	25 days	2.08 days
28 years or more	30 days	2.50 days
* Effective January 1, 1999		
** Effective January 1, 2000		

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

14.05 Vacations taken or scheduled shall be charged against vacation credits granted under 14.03. In addition, if an employee is in unpaid status for more than one (1) month, a debit for each month in unpaid status shall be charged against vacation credits.

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

14.07 The University reserves the right to schedule vacations to meet its operating requirements, but agrees to consider the wishes of employees and to resolve conflicts between employees' wishes on a seniority basis where its operating requirements are not a factor. Vacation schedules shall be posted by April 8th in each year. While an employee may exercise seniority in vacation scheduling, s/he may not do so after March 31st.

14.08 Except as provided in 14.02, on termination of employment the University agrees:

- (a) to pay the cash value of any vacation accrued in a previous vacation year and not taken provided there has been compliance with 14.09, and
- (b) to make a cash settlement with respect to the pro-rated value of vacation entitlement from the first day of January prior to the date of termination to that

date.

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

[Return to top of page](#)

## **Article XV - Job Posting**

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

15.02 (a)

(i) All regular full-time job vacancies within the bargaining unit, and temporary full-time positions of seventeen (17) weeks or greater, shall be posted for seven (7) calendar days on bulletin boards, with a copy forwarded to the Association Office on the same day as such vacancy is posted.

(ii) In the case of a temporary absence of a regular full-time incumbent (eg sick-leave; leaves of absence), and which absence was not expected to extend to seventeen (17) weeks, posting will not be required. However, any extension to these temporary absences for a further period of twelve (12) weeks or greater, will be posted.

(iii) Such job postings shall indicate the salary band or wage rate and the position number and reflect a summary of the duties and responsibilities of the position. All postings for jobs within the Association shall state: "This position is covered by the Collective Agreement with the University of Guelph Staff Association."

(b) Normally, applications for vacancies will not be considered from an employee during the probationary period as defined in clause 11.02. Probationary employees may request this to be waived.

(c) Every effort will be made to ensure job posting qualifications reflect the qualifications as interpreted by the Joint and Equal Job Evaluation Committee.

(d) Applications

Any employee who feels that s/he is qualified may apply for the position. It is the responsibility of the employee to demonstrate evidence of qualification at the time of application. In all cases of job competition, the University shall assess the skill, efficiency and capability of the applicants using all relevant information and when these factors are assessed to be relatively equal, seniority shall govern.

(e) Offer Letters

The University shall send the Association a copy of the offer letter to the successful candidate within five (5) working days of the receipt of the employee data form in Human Resources. All offer letters, including temporary full-time appointments, shall contain the salary band or wage rate and the position number (if applicable) of the appointment.

(f) All unsuccessful competitors shall be informed in writing within five (5) working days of receipt of acceptance of the written employment letter. Unsuccessful regular full-time competitors to bargaining unit regular full-time vacancies will be provided with the reasons why they were not successful, when the position was awarded to a temporary full-time employee. Upon receipt of a written request from the regular full-time employee, such reasons will be provided in writing.

#### 15.03

(a) All postings for regular full-time positions will normally be designated as "on-campus" prior to "off-campus".

(b) All qualified regular full-time employees within the University will be considered first. If there is no qualified candidate from the first level of consideration, only then may qualified temporary full-time and part-time employees within the University be considered, and off-campus candidates next. It is understood that a complaint or grievance may only be initiated at the first level of consideration as mentioned above.

15.04 A successful candidate for a regular full-time position, shall receive a copy of the job fact sheet for his/her newly acquired position. In the case of temporary full-time positions where there is no job fact sheet, the supervisor will supply the job fact sheet summary.

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

[Return to top of page](#)

## **Article XVI - Sick Leave**

16.01 Effective January 1, 1980, except as provided in paragraph 16.02, employees shall accumulate sick leave on the following basis:

Less than 3 months employment	3 days
More than 3 months employment	10 days
More than 12 months employment	24 days
More than 24 months employment	36 days
More than 36 months employment	48 days
More than 48 months employment	60 days

Employees who will, after three (3) months, become entitled by reason of disability to receive income protection at the rate of sixty-six and two-thirds per cent (66-2/3%) of the salary rate at the time of commencement of the disability, will receive an additional sum of money equivalent to thirteen and one-third per cent (13-1/3%) of their basic wages for a period of four (4) months from the commencement of the time in respect of which income protection payments are received or until the disability ceases, whichever is sooner.

16.02 There shall be no accumulation of sick leave during any period of four (4) weeks or longer during which an employee is not in a paid status.

16.03 Accumulated sick leave entitlement may be used in any twelve (12) month period commencing on the employee's employment anniversary and sick leave so used will be renewed in accordance with the above schedule at the end of the twelve (12) month period in which it is taken provided the employee is in a paid status at such anniversary. If the employee is not in a paid status on such anniversary, the renewal of sick leave shall occur as of the date of his/her return to paid status.

16.04 Sick leave unused on an employee's employment anniversary may be carried over and added to the entitlement for the next twelve (12) months provided that the maximum accumulation of sixty (60) days may not be exceeded.

16.05 For absences of five (5) or more consecutive work days, the employee shall provide medical evidence verifying the illness. The University may require such evidence for lesser periods provided the employee is allowed reasonable time to obtain such evidence.

16.06 An employee shall give notice to his/her immediate supervisor, or designate, of any illness which will prevent him/her from performing his/her duties.

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

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

16.08 The Association will co-operate with the University in investigating allegations of sick leave usage which appear to be unusually high or above the average sick leave



experience for the Association bargaining unit.

16.09 A period of certified illness of one (1) day or more during a period of vacation leave will be recorded as sick leave. In cases involving a certified illness the University may require a second opinion as to the employee's illness from another mutually agreeable and legally qualified medical practitioner (understanding that in the event of a second opinion other than the University's Medical Director the employee is responsible for any fees).

16.10 Medical and dental appointments should be made outside normal working hours whenever possible. When this is not possible, employees may be granted one (1) hour off work without loss of credit. Time off in excess of one (1) hour shall be accumulated and charged against their sick leave credits.

16.11 The University will notify the Association within ten (10) working days of any bargaining unit member who has filed a WSIB claim due to a lost-time injury, and in the case of Long Term Disability (LTD), of any member who has been issued with an LTD application kit.

[Return to top of page](#)

## **Article XVII - Association Representatives and Grievance Committee**

17.01 The University will recognize not more than fifty (50) Association representatives elected by the Association from among employees who have completed their probationary period. The number of representatives may be increased by consent of the parties.

17.02 The Association will inform the University in writing of the names and positions of its executive and of the names and areas of jurisdiction on the campus of its representatives.

17.03 The University shall be informed in writing by the association of the effective date and term of appointment of all of its executive and representatives. Persons so nominated will be recognized by the University for purposes of this article during their employment in a position covered by this Agreement.

17.04 An Association Grievance Committee may be set up on an ad hoc basis for each grievance where such a Committee is required. Unless otherwise agreed, it shall be made up of three (3) people selected by the Association.

17.05 Where an employee's grievance is being dealt with, his/her Association representative should normally be a member of such Committee.

17.06 It is understood that a representative or Committee person has his/her regular work to perform and that if it is necessary to service a grievance during working hours, s/he will not leave his/her work without first obtaining the permission of his/her immediate supervisor which shall not be unreasonably withheld. S/he shall state his/her

destination to his immediate supervisor and shall report again to his/her supervisor at the time of his/her return to work.

17.07 The University will grant up to a total of 45 days per contract year, leave of absence with pay for Staff Association Executive members and department representatives to attend educational courses and to attend to University related Association duties. It is further understood that all costs for transportation, accommodation and tuition will be borne by the Association. Such time off is subject to operational requirements for those individuals selected. Such permission shall not be unreasonably withheld.

17.08 There will be a Joint Consultation Committee comprised of three (3) representatives of the Association and three (3) representatives of the University. The Committee shall meet at least once every two months for the purpose of discussing issues related to union/management matters which affect the parties.

17.09 The University agrees to recognize a Negotiating Committee comprised of not more than eight (8) representatives of the Association. The Employer agrees to pay to a maximum of six (6) employees of the University for all time spent during regular working hours in negotiations.

17.10 All leave to attend any University endorsed committee meeting on behalf of the Association or to service a grievance up to and including step three during regular working hours shall be without loss of pay.

17.11 The President of the Association will be entitled to up to a maximum of 25% time off; the Grievance Officer will be entitled to up to a maximum of 25% time off; and the 1st Vice President or designate will be entitled up to a maximum of 10% time off, to engage in University related Association business, such time to be paid for by the central administration. The 1st Vice President or designate may allocate any part of this 10% to either the President or the Grievance Officer. The employee and their supervisor will provide the necessary documentation to Employee Relations which demonstrates the employee's requirement to attend to University related Association business prior to authorization to reimburse the department.

[Return to top of page](#)

## **Article XVIII - Hours of Work and Overtime**

18.01 The standard work week shall be thirty-five (35) hours and the standard work day shall be seven (7) hours. It is hereby expressly understood that the provisions of this section are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee of hours of work per day nor as to the days of work per week. The standard work week of thirty- five (35) hours shall normally be scheduled on five (5) days per week or so as to average five (5) days of seven (7) hours and thirty-five (35) hours per week over one complete cycle of a rotating schedule.

18.02 The regular work schedule contemplated in 18.01 may be varied by mutual

agreement of the employing department, the employee and the Staff Association to the extent that the total hours do not exceed 70 hours in a pay period. It is understood that these arrangements will not result in additional payments for overtime.

18.03 (a)

It is understood that the University will prepare regular schedules of the hours to be worked by employees and will post such schedules where they will be available to the employees concerned. When a new schedule providing for a general revision of hours to be worked is to go into effect, employees shall be notified by posting two (2) weeks in advance. In the case of individual or minor revisions required by illness, holidays, vacations, leave of absence, terminations and the like, the University will make every endeavour to give the employee or employees concerned at least two (2) days notice. Such notice may not be possible in cases of illness, bereavement or other emergency.

(b) The University will consider the shift preferences of employees where possible and such preferences will be dealt with on a seniority basis. Employee requests to work flexible shift arrangements will be considered subject to operational requirements and such requests will be dealt with on a seniority basis.

(c) An employee whose family responsibilities (eg. child-care) will initially be affected by a permanent change to his/her hours of work, will be provided with reasonable notice and/or opportunity to make alternate arrangements prior to the implementation of the change in hours.”

18.04 In order to allow the employee time to make personal arrangements, no employee shall be moved to an off-campus location and out of the bargaining unit without one (1) month's notification period. Such time may be reduced by mutual consent. An employee who does not agree to such a move and whose position on campus is no longer required, may elect to exercise his/her rights under Article 23.

18.05 (a)

Standard working hours shall be organized to provide employees with a meal break which shall not be included in the calculation of hours worked and two (2) fifteen (15) minute rest periods which shall be so included. Normally, one rest period will be provided before the meal break and one after.

(b) The University agrees to pay a meal allowance of \$8.00 plus tax to an employee who works more than ten (10) consecutive hours (exclusive of meal breaks and rest periods) at the supervisor's request. The meal allowance will be granted only in cases where the employee was not given at least sixteen (16) hours prior notice of working such consecutive hours of work.

18.06 (a) (a) Authorized work performed in excess of the employee's normal work schedule or on an employee's scheduled day off shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate, it being understood that when

payment at time and one-half (1-1/2) has been made for any such scheduled work, the time involved shall not be included again for the purpose of establishing a premium payment for that or any other work.

(b) Any employee who is scheduled to work overtime on a scheduled day off will receive a minimum of three (3) hours' pay at the appropriate overtime rate.

(c) Any employee who is scheduled to work overtime on a Sunday will receive two times the employee's regular hourly rate. The time involved shall not be included again for the purpose of establishing a premium payment.

(d) In the case of an employee on a four-day work week, the appropriate "overtime rate" is straight time for authorized overtime worked between twenty-eight (28) and thirty-five (35) hours inclusive.

18.07 To the extent feasible, employees shall be given the opportunity to volunteer for scheduled overtime. When the assignment of overtime is necessary, it shall be assigned in such a way as to divide overtime work as equally as practical among employees who normally perform the required work. Where overtime has been accepted on a voluntary basis or assigned, an employee scheduled to work may obtain a substitute who shall be acceptable to the appropriate supervisor. Every effort will be made to give employees as much notice as possible.

18.08 (a)

Where an employee requests time off in lieu of overtime, the University shall make every effort to provide for such time off at the time selected by the employee. The ratio for overtime shall apply to the calculation of the appropriate time off. No employee shall be compelled to liquidate overtime by taking time off.

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

18.09 Notwithstanding the provisions of this article, an employee who is absent from work without either permission or supporting medical evidence to justify the absence, and who has been duly warned in writing shall not be paid overtime in the pay period during which the absence occurs until s/he has worked his/her normal work schedule.

18.10 Notwithstanding the provisions of paragraph 18.01 of this Agreement work schedules presently in effect which do not conform to the provisions of that paragraph may be continued in effect or modified within their present limits provided that:

(a) no such schedule shall require a work week averaging more than thirty-seven and one-half (37-1/2) hours over its duration, and

(b) daily hours of work greater than seven (7) but which do not extend beyond seven and one-half (7-1/2) shall be paid for at the employee's regular hourly rate.

18.11 It is understood and agreed that for certain employees, such as console operators, not employed on straight day work, the meal break and rest periods provided in paragraph 18.05 shall be taken at the primary place of duty and the meal break shall be included in the calculation of hours worked.

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

- (i) Seniority shall continue to accrue.
- (ii) Wages, vacation and sick leave entitlement will be prorated accordingly.
- (iii) Benefit coverage will remain the same except for pension benefits, life insurance coverage and Long Term Disability, which are based on actual wages earned.

New hires who accept employment under a four (4) day work week do so as set out above.

Employee requests for the conversion of a regular full-time position to a four (4) day work week position are to be submitted in writing, to the employee's appropriate supervisor or department head. If approved, the employee will be issued with a new employment offer letter, with a copy to the Association.

[Return to top of page](#)

## **Article XIX - Emergency Call-in**

19.01 An employee called in to work in an emergency outside his/her scheduled shift and without previous notice shall be paid at the appropriate overtime rate (see Article 18.06) with a minimum of four hours at time and one-half. Any further such call-in within the same four-hour period shall be paid at the appropriate overtime rate for the hours worked. In the event that a portion of such four hours extends into his/her regular shift, the employee will be paid for such portion at the overtime rate.

19.02 Except as provided in paragraph 19.01, an employee who is scheduled to work overtime shall be paid for a minimum of three (3) hours at his/her overtime rate.

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

[Return to top of page](#)

## **Article XX - Wages**

20.01 The University and the Association agree to accept, for the term of this Agreement, the salary provisions outlined in Schedule "A" attached hereto and forming part of this Agreement.

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

[Return to top of page](#)

## **Article XXI - Benefits**

21.01 The components of the regular full-time employee benefits programme are:

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

21.02 The University will contribute sixty-six and two-thirds per cent (66-2/3%) of the total costs of the benefits indicated in sub-paragraph (b), (d), and (f) above. The University will contribute one-hundred per cent (100%) of the total cost of the benefits indicated in sub-paragraph (c) above. The University will contribute eighty per cent (80%) of the total premium costs of dental insurance.

21.03 The benefits of major medical, basic medical and group life insurance will be extended to temporary full-time employees whose appointment is for a period of six (6) months or more on the basis of the University contributing sixty-six and two-thirds per cent (66-2/3%) of the total cost of these plans.

21.04 The University agrees to provide to regular full-time employees covered by Collective Agreement between the University of Guelph and the University of Guelph Staff Association, during the term of the Agreement, any improvement in the level of benefits coverage as outlined in Article 21.01 (b), (c), (d), (e), (f) and (g) and in the cost sharing arrangement to the benefits programme as may be made available to other groups of employees, concurrently with the date of implementation for other groups.

21.05 The 1986/87 Employees Benefits Booklet represents the minimum provisions of the above mentioned pensions and benefits plan.

[Return to top of page](#)

## **Article XXII - Method of Payment of Wages**

22.01 Wages are calculated on hourly rates over two (2) week periods ending on Thursday on the assumption that normal scheduled hours are worked. This calculation is modified by the addition of premiums and overtime earned and the deduction of unpaid absences during the immediately preceding pay period.

22.02 Payment of wages is made every second Thursday of assumed earnings to and including that day modified as indicated in 22.01 above.

22.03 Notification of changes in the above procedure will be given to employees and the Association before being put into effect.

[Return to top of page](#)

## **Article XXIII - Redundancy and Lay-off**

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

"Lay-off" means cessation of employment because of lack of work in an employee's salary band or the discontinuance of a function or facility of the University;

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

Individual grievances alleging violation of this Article will be submitted at Step 3 of the Grievance Process.

23.02

### Notice to Association

(a) In the event the University declares a need to lay off employees or declare position(s) redundant within the bargaining unit, the Manager of Employee Relations will provide the Association with as much notice as reasonably possible of the proposed lay-off and no less than 20 working days prior to the proposed redundancy.

### Joint and Equal Redeployment Committee

(b) A Joint and Equal Redeployment Committee will be struck and shall be comprised of no more than five (5) representatives from the Staff Association, to include the President and Grievance Officer and five (5) representatives from the University to include a member of the University's Executive Group (as defined

by the University), and the Manager, Employee Relations or his/her designate.

(c) The Joint and Equal Redeployment Committee will convene prior to any affected employee(s) being notified and no later than (2) weeks after the notice referred to in (a). The Committee will meet as required to fulfill the mandate as in 23.03. Either party may convene a meeting of the Joint and Equal Redeployment Committee, if in their opinion it is required.

Notice to the Employee(s)

(d) The affected employee(s) will be notified of the position redundancy, as soon as possible following the meeting of the Joint and Equal Redeployment Committee, and no later than (2) weeks after said meeting. The affected employee will be notified of their rights under this Article in a meeting that will involve the Manager of Employee Relations or designate, the Department Chair and/or designate, and a Staff Association Representative.

(e) Following notification, as in (d), the affected employee(s) will meet with their H.R. Service Coordinator to initiate the completion of an Employee Skills Portfolio. The affected employee(s) will normally decide whether they will exercise the option of a voluntary termination (as per 23.10( b)) or whether they will exercise their seniority on, or before the 10th working day following the date of notification of their position redundancy.

### 23.03 Mandate of the Joint and Equal Redeployment Committee

(a) Identify and propose possible alternatives to proposed layoffs and/or position redundancies.

(b) Identify vacant positions within the bargaining unit or positions which are currently filled but which will become vacant within a six (6) month period.

(c) Identify secondments to positions which could be performed by bargaining unit employees who have had their position declared redundant, or employees who are or would otherwise be laid off.

(d) Identify temporary positions which could be performed by regular full-time employees who are or would otherwise be laid off.

(e) The Committee may identify suitable, and mutually agreed upon, neutral third party(s) who will aid in the determination as to whether an affected employee has the skills and ability to perform the normal requirements of an identified position with a reasonable amount of training.

Disclosure

(f) The University shall provide to the Joint and Equal Redeployment Committee all pertinent staffing and financial information required by the Committee in carrying out their mandate.

### 23.04 In the event of redundancy or lay-off(s), within a College or directorate, it is



agreed that first part-time, then temporary and then probationary employees will be laid off from the University first, where such lay-off satisfies the need for reduction.

#### 23.05 Application of Seniority

In all cases of position redundancy, lay-off, or recall from lay-off, seniority within the seniority list established in 11.04 shall govern, provided that the employee has the skills and ability to perform the normal requirements of the position as indicated in the Official Job Fact Sheet on file in Human Resources, with a reasonable amount of training as indicated in the Official Job Fact Sheet.

23.06 For the purpose of bumping, layoff, and recall from layoff, the Association Executive shall head the seniority list during their term of office and shall resume their former standing on the seniority list upon termination of such office. However, the regular full-time position occupied by a member of the Executive may be declared redundant during his/her term of office and consequently he/she will be immediately subject to the redeployment and bumping provisions of this Article.

#### 23.07 Procedure

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

#### 23.08 Bumping

- (a) The employee(s) with the least seniority within their Department within the affected salary band will be displaced from his/her Department.
- (b) Once the employee is displaced from his/her Department s/he will be eligible seniority permitting, to displace within his/her salary band, the most junior bargaining unit employee within his/her College or Directorate.
- (c) If an employee does not possess the skills and ability to perform the requirements of the position occupied by the most junior employee in his/her College or Directorate, s/he will be assigned the position occupied by the next most junior employee within his/her College or Directorate, seniority permitting, and so on until an employee with less seniority within his/her band is identified in the College or Directorate where s/he has the skills and ability to perform the normal requirements of the position in question with a reasonable amount of training. If an employee does not have the skills and ability to perform a job within their salary band in his/her College or Directorate, the same process will be applied for bargaining unit jobs outside of the employee's College or Directorate within his/her same salary band.
- (d) The last employee displaced (resulting from (a), (b), or (c) above), will be

eligible, seniority permitting, to displace the most junior employee within the next lower paid salary band, provided s/he has the skills and ability to perform the normal requirements of the position with a reasonable amount of training. The same process spelled out in (a), (b), and (c) above shall apply, until there is no position in any lower salary band in which an employee has the skills and ability to perform the normal requirements of the position in question with a reasonable amount of training.

### 23.09 Notice to Employees

If there is no position in any lower salary band in which an employee has the skills and ability to perform (as per 23.05 (d)), the University will give the affected employee(s) who has completed his/her probationary period written notice of impending lay-off in accordance with the following scale:

Up to 4 years of service	1 month
4 and 5 years of service	2 months
6 and 7 years of service	3 months
8 and 9 years of service	4 months
10, 11, 12, 13, and 14 years of service	5 months
15 years or more of service	6 months

### 23.10

(a) The employee noted above in 23.09 may elect to receive payment in lieu of notice equal to the lesser of three (3) weeks of pay per year of service to a maximum of fifty-two (52) weeks or the maximum number of weeks remaining until normal retirement. However, it is understood that should an employee elect to receive pay in lieu of notice, s/he relinquishes his/her rights to recall as stipulated in 11.07 (f) and such employee shall be considered to have terminated his/her employment with the University.

(b) An employee whose position has been declared redundant as outlined in 23.02(d) and (e) may elect to receive a voluntary termination at the time of notification and in accordance with the formula outlined in 23.10(a).

23.11 The University will attempt to relocate any employee whose position is declared redundant. Any such UGSA member who elects to accept an offer of voluntary termination (per 23.10(b)), will be granted twenty-four (24) months of on-campus status for the purpose of job posting.

23.12 For the purpose of clarification of Article 23.12, it is expected that affected employee(s) (i.e. employees on lay-off or employees displaced to a lower salary band) will be proactive in maintaining contact with Human Resources regarding vacant positions within his/her original salary band that they wish to be considered for and also in keeping their skills portfolio up-to-date. The University will attempt to notify all individuals on lay-off, in writing, of possible vacancies prior to posting, provided the

employee has the skills and ability to meet the normal requirements of the position. The employee on "lay-off" will be provided with two (2) working days and up to a maximum of five (5) working days in extenuating circumstances to accept the identified vacant position. In the case of 23.12(b), the University shall make every effort to notify affected individuals, who possess the skills and ability to meet the normal requirements of the position, prior to the position being posted. The University shall attempt to contact the affected employee in 23.12(b) for two (2) working days prior to the position being posted.

The twenty-four (24) month recall period is defined in 11.07(f) of this Agreement.

#### Recall from Lay-off

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

#### Recall to Salary Band

(b) When an opening occurs within a salary band, an employee displaced from the salary band, or recalled to a lower salary band from which she/he was laid off, will be eligible, seniority permitting, to fill that opening provided she/he is has the skills and ability to perform the normal requirements of the position with a reasonable amount of training.

#### Temporary Recalls

(c) Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed one (1) month. Such preference shall be in order of seniority, provided that the employee has the skills and ability to perform the normal requirements of the job. The recall period under this collective agreement will be extended by an amount equivalent to the accumulated period worked during such lay off. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off.

[Return to top of page](#)

## **Article XXIV - Time Off for Snow Storms, Heat, etc.**

24.01 It is University policy that employees are expected to report for work on their normal work day regardless of weather. However, under severe weather conditions it may occasionally be impossible for all employees to fulfill their obligations without exposing themselves to undue hazards. Under these circumstances, should an employee be unable to report for work, s/he will have the option of charging his/her absence against his/her available vacation credits, floater holiday, or charging time off as absence without pay. Employees are urged to make every effort to report for work during inclement weather conditions. In recognition of this effort, supervisory

personnel are to use their discretion in recording latecomers who have been delayed because of the weather conditions.

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

- (a) Employees who are granted time off for early departure will not receive premium rates for time not worked on such days.
- (b) Vacation and sick leave charges will not be reduced by an equivalent amount of time off as granted.
- (c) Employees working shifts who are relieved from one shift to another are not allowed to leave early. It is stressed that time off for heat, snow storms, etc. is not a matter of legal obligation.

[Return to top of page](#)

## **Article XXV - 8-9-10 Month Continuing Limited Term Positions**

25.01 8-9-10 month continuing limited term positions are by their nature ongoing regular full-time positions and should not be confused with temporary full-time appointments. Present employees who have regular full-time status and new hires who accept continuing limited term positions will be so appointed on the following basis:

- (a) Seniority  
such employees will
  - (i) retain their up-to-date accumulated credits;
  - (ii) continue to accumulate such credits while working and
  - (iii) will not accumulate credits during the period of unpaid status.

Seniority lists will be adjusted to reflect periods of unpaid status.

- (b) Benefits  
eligibility for normal cost sharing arrangements for O.H.I.P., Major Medical, Group Life Insurance, Dental Plan, Long Term Disability Plan and the Pension Plan while at work. Participation in the Long Term Disability Plan and the Pension Plan will be reinstated immediately upon returning to work. During the unpaid status period the University will continue normal cost sharing arrangements for O.H.I.P., Major Medical, Group Life Insurance and for the Dental Plan. Participation in the Long Term Disability and Pension Plans will be discontinued during the period of unpaid status. In order to continue the cost sharing arrangement for eligible plans during the unpaid status period the employee will be required to submit his/her portion of the costs within thirty (30) days of billing. An employee who is unable to work during the predetermined paid work period as a result of illness will be eligible to qualify for sick pay and Long Term Disability benefits in accord with normal University practices and this policy.

(c) Vacations

Vacation credits will be granted in accord with normal University policy. Accordingly, there will be no accumulation of credits during each month of unpaid status.

(d) Sick Leave

Sick leave credits will be granted in accord with normal University policy or in accord with the terms of this Agreement. An employee will not be eligible to use sick leave credits during the pre-determined unpaid status period.

(e) Wages

Wages will be discontinued during the "off work" period. Increases will be in accordance with negotiated settlements as appropriate.

(f) No regular full-time employee will be compelled (ie. pressured by his/her supervisor) to take a continuing limited term appointment.

25.02 Employee requests for the conversion of a regular full-time position to an 8-9-10 month continuing limited term position are to be submitted in writing, to the employee's appropriate supervisor or department head. If approved, the employee will be issued with a new employment offer letter, with a copy to the Association.

25.03

(a) Employees who are appointed to 8-9-10 month continuing limited term positions are to be informed annually in writing, with a copy to the Association, of the anticipated last day of work for each term. Prior to the completion of the term, the employee will be informed in writing, of the date they are scheduled to return to work from their "off work" period. These positions signify that an individual hired into such positions can expect to be re-appointed for so long as suitable work is available."

(b) The "off-work" period will not be changed without the mutual agreement of the employee and the University. New employees hired into 8-9-10 month continuing limited term positions after (date of ratification), will be informed at the time of hire, that the "off-work" period may be subject to change as a result of operational requirements. However, every effort will be made to provide the affected employee with sufficient time to make any necessary arrangements for family responsibilities.

25.04 Association dues will be suspended during the period of unpaid status.

[Return to top of page](#)

## **Article XXVI - Educational Leave**

26.01 The University agrees to waive the cost of tuition (excluding the cost of textbooks and laboratory fees) for:

- (a) regular full-time employees who have completed one (1) year of service with the University;
- (b) employees on 8-9-10 month continuing limited term positions who have transferred from a regular full-time position without a break in service of more than (2) weeks;
- (c) other employees on 8-9-10 month continuing limited term positions who have completed twelve (12) months of service.

Such waiver will apply to eligible employees for any credit courses or thesis semester offered by the University or courses offered by the Office of Open Learning, provided the employee is accepted and subject to the following terms:

- i) no more than four (4) non-credit courses may be taken by an individual employee during any one (1) calendar year;
- ii) where the quality of a non-credit course may be jeopardized by a preponderance of employee enrollment, such employee enrollment may be limited by the instructor in consultation with the Director of the Office of Open Learning;
- iii) normally, an individual employee may not enroll in the same non-credit course more than once in any three (3) year period if the employee has attended less than sixty per cent (60%) of such course;
- iv) an employee may be subject to late registration fees.

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

- (a) if the course is available outside the employee's working hours the paid leave as mentioned herein will not be available to the employee; and
- (b) a request for the application of tuition waiver and leave of absence must be approved by the Department Head and the Assistant Vice-President, Human Resources prior to registering for the course. Such approval will not be unreasonably withheld; and
- (c) such leave will be granted provided that the operating needs of the department are not prejudiced, but the University agrees to take into account the needs of the employee. In the event of conflicts between employees, such conflicts will be resolved on a seniority basis where operating requirements of the department are not a factor; and
- (d) the employee will inform his/her supervisor of his/her course schedule as soon as the employee is made aware of his/her schedule.
- (e) Thesis semester students are not eligible for such three (3) hours.

### 26.03 Staff Development

- (a) The University and the Association acknowledge a shared and continuing commitment to staff development and renewal and will work together to identify and initiate such opportunities for Association members.

(b) The University and the Association encourage Association members to continue the development of their skills and abilities through courses both degree and non-degree.

(c) Where an employee wishes to take courses at institutions other than the University of Guelph and doing so will likely increase job proficiency, the financial resources of the department permitting, the employee will be reimbursed for 75% of the cost of tuition up to a maximum of \$600 in any one calendar year provided that:

- i) Approval for the chosen course or program must be secured in advance from the employee's Chair/Department Head and from the Assistant Vice-President, Human Resources. The nature of the program should be such that it will increase the effectiveness of the employee in their present or possible future position with the University.
- ii) Reimbursement is contingent upon successful completion.

[Return to top of page](#)

## **Article XXVII - Educational Leave: Full-Time Programmes Leading to a Degree/Diploma/Certificate**

27.01 An employee who wishes to undertake a programme which requires full-time attendance may apply for a leave of absence without pay for a period of up to eight calendar months. Such leave shall be approved provided:

- (a) the application is made at least two months in advance of the commencement of the leave;
- (b) prior approval of the leave is given by the Department Head who shall take into account the operating needs of the department;
- (c) prior approval of the leave is given by the Assistant Vice-President, Human Resources or designate.

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

[Return to top of page](#)

## **Article XXVIII - Occupational Health and Safety**

28.01 The University shall make all necessary provisions for the occupational health and safety of its employees.

- (a) The University will provide initial safety training in the use of special equipment whenever it is required that the employee use such equipment as part of his/her job.
- (b) Employees required to work in unsanitary or dangerous jobs shall be supplied

with the required tools, safety equipment and protective clothing. Effective January 1, 1997, upon submission of a CSA approved receipt, the University shall provide \$60.00 once annually or \$40.00 twice annually (every 6 months), with no carry-over provision, for the purchase of safety shoes, when they are a requirement of the job.

(c) The University and the Association agree to participate in Local Health and Safety Committees.

(d) The University acknowledges the employee's right to refuse or to stop work where health or safety is in danger, as prescribed in the Occupational Health & Safety Act, as amended from time to time.

[Return to top of page](#)

### Article XXIX - Term of Agreement

29.01 This Agreement shall continue in effect until April 30, 1999 (99.04.30). and shall continue automatically 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 sixty (60) calendar days prior to the expiration date, that it desires to amend or terminate this Agreement.

SIGNED this 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On behalf of the  
University of Guelph Staff Association

{signatures}

{signatures}

[Return to top of page](#)

### Schedule "A"

#### Year One - May 1/99 - April 30/00:

.47% Incremental Costs
2.00% Basic Increase
=====
2.47% TOTAL

\*Effective the date of ratification of this agreement (March 10, 2000) all regular full-time employees who were employed as of April 30, 1999 and



who continue to be employed on March 10, 2000 and temporary full-time employees who were employed as of April 30, 1999 and who have been continuously employed in a temporary or regular full-time capacity as of March 10, 2000, will receive a one-time only lump-sum signing bonus of \$500.00.

**Year Two - May 1/00 - April 30/01:**

.46% Incremental Costs  
 2.00% Basic Increase  
 =====  
 2.46% TOTAL

**Year Three - May 1/01 - April 30/02:**

.45% Incremental Costs  
 2.00% Basic Increase  
 =====  
 2.45% TOTAL

**(B) Incremental Adjustments**

1. Employees will progress to their appropriate incremental level based upon their Service Review Date (the length of service within their current salary band) and based upon performance as follows:

- Level 1 - entry level
- Level 2 - upon the completion of 6 months
- Level 3 - upon the completion of 12 months
- Level 4 - upon the completion of 24 months
- Level 5 - upon the completion of 36 months

2. New employees will normally enter at Level 1. In exceptional cases, a request may be made by the hiring department to the Assistant Vice-President, Human Resources or designate, for a new employee to enter at Level 2 or 3. Any such exceptions will normally be based upon prior experience. Notwithstanding the above, in unusual circumstances a new employee may be hired above Level 3.

3. Adjustments to Level 2 will be made upon the successful completion of the probationary period of new employees entering at Level 1. For new employees entering above Level 1, the normal probationary increase will not apply. If an employee enters at a level greater than 1, progression to subsequent levels will be on the completion of each 12 months of service.

4. An employee will normally be awarded one incremental increase on his/her Service Review Date. In exceptional cases of superior performance

an employee may be awarded two incremental increases on his/her Service Review Date subject to the approval of the Assistant Vice-President, Human Resources or nominee.

5. Adjustments made by the University under the provisions of #B.2, #B.3, and #B.4 above shall be at the sole discretion of the University and shall not be subject to the grievance procedure.

6. Adjustments beyond Level 2 may be withheld on the basis of performance. In such cases, the Assistant Vice-President, Human Resources or designate must be satisfied as to the validity of reasons for withholding adjustments and the employee concerned must be informed in writing as to the reasons why the increase is withheld and the improvements in performance that are expected. Grievances arising out of this article will be subject to the normal grievance procedure.

7. Level 5 will be the job rate to be reached normally at the completion of 36 months within the salary band.

8. In cases of voluntary demotion the employee will enter the new salary band at a level no higher than Level 5.

9. (a)

In cases of disciplinary demotion or reclassification to a lower salary band through the Joint Job Evaluation process, an employee will retain his/her previous salary provided such salary is less than or equal to the maximum of the new salary band. It is understood that if an employee's hourly rate falls between the defined levels in the new salary band, no adjustment to the hourly rate will occur. On the employee's next service review date, they will be eligible to move to the next higher level.

(b) In cases of demotion to a lower salary band as a result of a "reduction in strength", the employee will retain his/her previous salary. In cases where the employee's hourly rate exceeds the maximum of the lower salary band, the employee's hourly rate will be "red-circled" and his/her hourly rate will be managed.

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

### U.G.S.A. Salary Grid

Effective May 1, 1999

<b>Band</b>	<b>Level 1 Minimum \$</b>	<b>Level 2 \$</b>	<b>Level 3 \$</b>	<b>Level 4 \$</b>	<b>Level 5 Job Rate \$</b>	<b>Maximum \$</b>
Band 1	11.30	11.87	12.61	13.37	14.12	16.93
Band 2	12.63	13.27	14.10	14.95	15.79	18.95
Band 3	13.98	14.67	15.62	16.55	17.46	20.97
Band 4	15.32	16.09	17.13	18.14	19.16	22.99
Band 5	16.67	17.51	18.62	19.74	20.84	25.00
Band 6	18.00	18.91	20.11	21.32	22.51	27.00
Band 7	19.35	20.33	21.60	22.90	24.18	29.02
Band 8	20.68	21.73	23.09	24.49	25.86	31.04
Band 9	22.03	23.13	24.60	26.08	27.55	33.05

Effective May 1, 2000

<b>Band</b>	<b>Level 1 Minimum \$</b>	<b>Level 2 \$</b>	<b>Level 3 \$</b>	<b>Level 4 \$</b>	<b>Level 5 Job Rate \$</b>	<b>Maximum \$</b>
Band 1	11.53	12.11	12.86	13.64	14.40	17.27
Band 2	12.88	13.54	14.38	15.25	16.11	19.33
Band 3	14.26	14.96	15.93	16.88	17.81	21.39
Band 4	15.63	16.41	17.47	18.50	19.54	23.45
Band 5	17.00	17.86	18.99	20.13	21.26	25.50
Band 6	18.36	19.29	20.51	21.75	22.96	27.54
Band 7	19.74	20.74	22.03	23.36	24.66	29.60
Band 8	21.09	22.16	23.55	24.98	26.38	31.66
Band 9	22.47	23.59	25.09	26.60	28.10	33.71

Effective May 1, 2001

<b>Band</b>	<b>Level 1 Minimum \$</b>	<b>Level 2 \$</b>	<b>Level 3 \$</b>	<b>Level 4 \$</b>	<b>Level 5 Job Rate \$</b>	<b>Maximum \$</b>
Band 1	11.76	12.35	13.12	13.91	14.69	17.62
Band 2	13.14	13.81	14.67	15.56	16.43	19.72
Band 3	14.55	15.26	16.25	17.22	18.17	21.82
Band 4	15.94	16.74	17.82	18.87	19.93	23.92
Band 5	17.34	18.22	19.37	20.53	21.69	26.01
Band 6	18.73	19.68	20.92	22.19	23.42	28.09
Band 7	20.13	21.15	22.47	23.83	25.15	30.19
Band 8	21.51	22.60	24.02	25.48	26.91	32.29
Band 9	22.92	24.06	25.59	27.13	28.66	34.38

### 1. Shift Premiums

- (a) Shifts starting between 1200 hours and 1800 hours shall carry a premium of forty-five cents (\$.45) per hour.
- (b) Shifts starting between 1800 hours and 0600 hours the next day shall carry a premium of seventy cents (\$.70) per hour.
- (c) Shifts in which more than fifty per cent (50%) of the time worked falls on Saturday shall carry a premium of fifty cents (\$.50) per hour.
- (d) Shifts in which more than fifty per cent (50%) of the time worked falls on Sunday shall carry a premium of seventy cents (\$.70) per hour.
- (e) The premiums shall not be paid where the time worked is paid at the overtime rate.

### 2. Acting Pay

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

[Return to top of page](#)

---

## Schedule "B"

### 11 Hour Shifts - Clerk Dispatchers, Security Services

1. Eleven (11) hour shift schedules will be arranged in such a manner that the employee will normally work three (3) eleven (11) hour shifts on days, have three (3) days off, work three (3) eleven (11) hour shifts on nights, and have three (3) further days off.
  2. Employees will be provided with two (2) thirty (30) minute unpaid meal breaks, and three (3) fifteen (15) minute paid rest periods per eleven (11) hour shift.
  3. Authorized work performed in excess of the employee's normal work schedule of eleven (11) hours, shall be paid at time and one half (1.5) as per Article 18.06 (a).
  4. To average the hours worked in a six (6) week cycle to thirty-five (35) hours per week, the University will schedule two (2) eleven (11) hour shifts off per employee for each six (6) week cycle worked. These will be known as rotation days.
  5. The following articles will be converted to an hourly equivalent based on seven (7) hours per day:
    - Article XII - Leave of Absence, with the exception of Bereavement Leave, which will be three (3) shifts.
    - Article XIII - Paid Holidays
    - Article XIV - Vacations
    - Article XVI - Sick Leave; Medical certificates will be required after thirty-five (35) hours of absence.
    - Article XVIII - Hours of Work - Overtime will be paid after eleven (11) hours.
- The intent is to ensure that no additional costs or time off are generated in these or any other articles/clauses of the Collective Agreement as a result of the implementation of eleven (11) hour shifts.
6. For clarification of paid holidays, it is understood that an employee who does not work on a paid holiday will receive seven (7) hours straight time holiday pay. If such holiday falls on the employees "regular day off", the employee will also receive seven (7) hours off at another mutually agreeable time. An employee who works on a paid holiday will receive two (2) times the employee's normal hourly rate of pay for all hours worked plus an additional seven (7) hours straight time holiday pay.

[Return to top of page](#)

---

## Schedule "C":

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

The current shift scheduling arrangements of twelve (12) eleven (11) hours shifts and one (1) eight (8) hour shift per four (4) week cycle will be continued subject to the following provisions:

1. Employees will be provided with one (1) sixty (60) minute unpaid meal break, or with the mutual consent of the employee and supervisor, with no less than two (2) thirty (30) minute unpaid meal breaks. Employees will be provided with three (3) fifteen (15) minute paid rest periods per eleven (11) hour shift.
2. Authorized work performed in excess of the employee's normal work schedule (11 hours or 8 hours as the case may be) shall be paid at time and one half (1.5) as per Article 18.06 (a).
3. The following articles will be converted to an hourly equivalent based on seven (7) hours per day:
  - Article XII - Leave of Absence, with the exception of Bereavement Leave, which will be three (3) shifts.
  - Article XIII - Paid Holidays
  - Article XIV - Vacations
  - Article XVI - Sick Leave; Medical certificates will be required after thirty-five (35) hours of absence.
  - Article XVIII - Hours of Work - Overtime will be paid after eleven (11) hours or eight (8) hours as the case may be.

The intent is to ensure that no additional costs or time off are generated in these or any other articles/clauses of the Collective Agreement as a result of the implementation of eleven (11) hour shifts.

4. For clarification of paid holidays, it is understood that an employee who does not work on a paid holiday will receive seven (7) hours straight time holiday pay. If such holiday falls on the employees "regular day off", the employee will also receive seven (7) hours off at another mutually agreeable time. An employee who works on a paid holiday will receive two (2) times the employee's normal hourly rate of pay for all hours worked plus an additional seven (7) hours straight time holiday pay.

[Return to top of page](#)

---

## Memoranda of Understanding

### 1. Memorandum of Understanding

Further to the Collective Agreement between the University of Guelph and the University of Guelph Staff Association, and in the interests of staff development, an employee may, in the absence of the regular incumbent or

when a temporary position is open, request the opportunity to assume duties other than those s/he normally performs. The department concerned will attempt to accommodate such requests where operationally practical and in the interests of the operational requirements of the department. This memorandum will apply to initial and not consequential openings. It is further understood that concerns arising from these requests will not be the subject of a grievance.

SIGNED this 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On behalf of the  
University of Guelph Staff Association

{signatures}

{signatures}

[Return to top of page](#)

## 2. Memorandum of Understanding

Further to the Collective Agreement between the University of Guelph and the University of Guelph Staff Association, the University will allocate a sum in 1996/1997, 1997/98 and 1998/1999 to subsidize University of Guelph Staff Association members' payment of annual fees for the use of the athletics facilities. This subsidy will reduce the annual fee (not including locker, towel service, course and equipment charges, and Facility Development Fee) to 25% of the normal fee. The annual membership will begin as of September 1st. All regular full-time members, including those with 8-9-10 month limited term positions, are eligible for this benefit.

SIGNED this 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On behalf of the  
University of Guelph Staff Association

{signatures}

{signatures}

[Return to top of page](#)

## 3. Memorandum of Understanding

Further to the Collective Agreement between the University of Guelph Staff Association and the University of Guelph, it is agreed that a scholarship plan will be available to dependent children and spouses of: a) regular full-time and 8-9-10 month employees; 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 or for whom the employee provides regular support.)

Dependent children or spouses may be eligible for a scholarship only if they will be enrolled in full-time studies. The definition of "full-time" applied to this plan is that used in administering the Ontario Student Assistance Program (OSAP); that is, students registered in three, four or five courses per semester. Dependent children and spouses must qualify for a scholarship by satisfying the University's entrance requirements, either by meeting the academic standards of the program in which they are to be enrolled 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.

Those dependent children who do not meet scholarship requirements may also receive financial assistance. Dependent children or spouses wishing to receive a scholarship for any semester during the academic year of August 1 to July 31 must apply to the Student Awards Section of the Registrar's Office by August 1 of that year. At the beginning of each semester, after registration has been confirmed, scholarship cheques will be sent to successful students.

When an employee to whom this plan applies terminates employment, children eligible at the effective date of termination may receive the scholarship for an additional two 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 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

{signatures}

On behalf of the  
University of Guelph Staff Association

{signatures}

[Return to top of page](#)

#### **4. Memorandum of Understanding**



Further to the Collective Agreement between the University of Guelph Staff Association and the University of Guelph, it is agreed that the third step of the complaint procedure identified in clause 8.04 will be replaced with a tribunal. Such tribunal will consist of one nominee selected by the University of Guelph Staff Association and one by the University, with the third member of the tribunal selected by the nominees, from the list of chairpersons outlined in Appendix "A". Where the two nominees are unable to agree, then the selection will be made on a rotational basis from the above list. The complainant will be entitled to be represented by one (1) University of Guelph Staff Association member and the respondent will be entitled to one (1) representative of his/her choice. Everyone involved (including nominees) must belong to the University community. It is further agreed that before a complaint can proceed to tribunal, it must first be processed through the verbal complaint, step 1 and step 2 of the grievance procedure as outlined in clause 8.01 of the Collective Agreement. If the complainant is not satisfied with the decision at step 2, s/he may within seven (7) days of the reply at step 2 submit his/her complaint to Employee Relations and the Staff Association. Both parties will initiate the process of establishing the tribunal. Within 30 calendar days of receipt of notification from the complainant to Employee Relations, that s/he was not satisfied with the decision at step 2, the hearing of the tribunal will be established. This 30 day time limit may be extended by mutual agreement. Within 21 days of the hearing, the tribunal will submit a written decision to the appropriate dean or director, with a copy to the Association, recommending implementation. It is understood that the recommendation of the tribunal will not modify any provisions of the Collective Agreement.

SIGNED this 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

{signatures}

On behalf of the  
University of Guelph Staff Association

{signatures}

#### **Appendix "A"**

Further to Memorandum of Understanding #4, the following individuals have agreed to stand as Chairpersons to the Tribunal as outlined in Memorandum of Understanding #4. The University of Guelph Staff Association and the University of Guelph have agreed on the following nominees:

Mr. Blair Capes, Student Housing Services  
Ms. Sandra Cook, Environmental Biology  
Dr. Terry Gillespie, Land Resource Science  
Dr. William Harris, Biomedical Sciences  
Mrs. Patricia Hock, Library Administration  
Mr. Sean Reynolds, Computing Centre Services

Ms. Mary Ann Robinson, Library Circulation  
Mrs. Virginia Warren, Environmental Biology

[Return to top of page](#)

## 5. Memorandum of Understanding

Further to the Collective Agreement between the University of Guelph Staff Association and the University of Guelph, it is agreed that subject to Article 15.02, the following arrangements will govern the promotion of regular full-time employees to regular full-time positions:

1. The successful applicant will be placed on a trial period for a period of up to four (4) calendar weeks from the date of appointment. In the event that the successful candidate proves unsatisfactory in the position during this trial period, or if the employee is unable to perform the duties of the new position, the employee shall be returned to his/her former position and wage without loss of seniority. Any other employee promoted because of the re-arrangement of positions shall also be returned to his/her former position and wage without loss of seniority.
2. During the trial period noted above, the successful applicant may elect to be returned to his/her former position and wage without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of position shall be returned to his/her former position and wage without loss of seniority and may not grieve such return.

SIGNED this 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On behalf of the  
University of Guelph Staff Association

{signatures}

{signatures}

[Return to top of page](#)

## 6. Memorandum of Understanding

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

SIGNED this 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On behalf of the  
University of Guelph Staff Association

{signatures}

{signatures}

[Return to top of page](#)

## 7. Memorandum of Understanding

Further to the Collective Agreement between the University of Guelph and the University of Guelph Staff Association, it is agreed that the Staff Association will continue to participate in the Job Evaluation Steering Committee to monitor and maintain the University of Guelph Job Evaluation System for U.G.S.A. Members of University Staff (MUS). The Committee shall be comprised of equal representation from the University and the University of Guelph Staff Association. The parties agree to adhere to the "Current Guide to the UGSA Salary Program" (dated 00.03.03) subject to any agreed upon modifications to "The Guide" by the Steering Committee.

SIGNED this 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On behalf of the  
University of Guelph Staff Association

[Return to top of page](#)

## 8. Memorandum of Understanding

Further to the Collective Agreement between the University of Guelph Staff Association and the University of Guelph and in accordance with section 9.02 "Early Retirement" in each of the pension plans, it is agreed that the early retirement penalty "shall not apply if the Member has attained age sixty (60) and his or her retirement is requested by the University

In order to determine the number of Plan Participants who would respond favourably to such a request, the University shall herewith annually invite plan participants to apply in writing to the University of Guelph Staff Association and to the Assistant Vice-President, Human Resources, for unreduced early retirement, no later than the first day of December of the year prior to the year in which early retirement is sought.

Selection for this option shall be based on the period of employment with

the University, credited service in the University pension plan(s), the applicant's age, and compassionate grounds.

The Advisory Committee on Pensions and Benefits will develop procedures for this selection (in consultation with the University Administration) and will advise the University Administration which applicants they recommend be offered early retirement.

Once approved by the University, the early retirement of the applicant is irrevocable.

SIGNED this 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On behalf of the  
University of Guelph Staff Association

{signatures}

{signatures}

[Return to top of page](#)

## 9. Memorandum of Understanding

Further to the Collective Agreement between the University of Guelph and the University of Guelph Staff Association, the University of Guelph Staff Association agrees to participate with other employee groups at the University of Guelph, through representation on the Advisory Committee on Pension and Benefits, to make recommendations on pensions and benefits. Notwithstanding Article 21.04, written submissions for recommendations regarding the administration, design and provisions of the Pension Plans and other employee benefits, as well as Staff Association representation on the ACPB will be managed in accordance with the protocol outlined in the ACPB Terms of Reference, as agreed by the ACPB and approved by the University. Agreed upon changes resulting in increased costs may be referred to the negotiating parties for ratification.

SIGNED this 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On behalf of the  
University of Guelph Staff Association

[Return to top of page](#)

## 10. Memorandum of Understanding

Further to the Collective Agreement between the University of Guelph and the University of Guelph Staff Association it is agreed that:

1. The University will certify the University of Guelph Staff Association

(UGSA) representative to the Central Joint Health and Safety Committee within the first year of his/her appointment to that committee;

2. The UGSA representative to the Central Joint Health and Safety Committee must also serve on a Local Health and Safety Committee;

3. The UGSA representative to the Central Joint Health and Safety Committee should serve on that committee for a term of at least three (3) consecutive years and on the Local Health and Safety Committee for a term of at least three (3) consecutive years.

4. This agreement does not preclude the University from certifying more than one (1) UGSA representative, who serves on a Local Health and Safety Committee.

SIGNED this 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On behalf of the  
University of Guelph Staff Association

{signatures}

{signatures}

[Return to top of page](#)

## 11. Memorandum of Understanding

### Protocol on Essential Animal Care

The University of Guelph and the University of Guelph Staff Association, agree in principle, that the proper care\* of research animals\*\* and animal patients (subject to paragraph 3 in the Terms of Reference of the March 31, 1993 *Report of the Joint Committee on Essential Animal Care*) will be maintained by the members of the University of Guelph Staff Association, in the event of a strike or lockout in the course of the current collective agreement or its continuance, if the University of Guelph Staff Association gives its consent and if the employees are willing and able to do so.

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

In the event of a dispute the procedure in section 73.2 of the Labour Relations Act will apply.

All persons so designated will be paid as per the UGSA collective agreement during the period of designation.

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

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

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

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

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

SIGNED this 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On behalf of the  
University of Guelph Staff Association

[Return to top of page](#)

## 12. Memorandum of Understanding

### **SELF FUNDED LEAVE**

The University of Guelph is introducing a self-funded leave plan for regular full-time Staff Association members. If you are eligible, the plan gives you an opportunity to fund a leave of absence by deferring a portion of your salary, which will then be paid to you at the time of the leave. In accordance with Part LXVIII of the Income Tax Regulations, Section 6801 you are entitled to defer taxes on the deferred salary until the leave period.

#### **How It Works**

Under this plan, you may apply for a leave of absence of up to 12 months. To fund this leave, a portion of your annual salary (up to 33 1/3%) would be held in an interest bearing account. At the end of a specified period, you would go on leave of absence and be paid the amount set aside in the account.

For example, you may choose to work for three years at 75% of your

normal salary. The remaining 25% would be deposited in an interest-bearing account. In year four, you would go on leave and receive the amount set aside in the previous years. (In this case, 75% of annual salary).

During the deferral period, you would only pay tax on the amount actually received rather than on the amount earned. In the example above, you would be taxed on 75% of salary for four years rather than 100% for three. This could result in less total tax on the same total salary.

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

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

## **Terms and Conditions**

### **Eligibility**

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

### **Application**

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

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

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

### **Salary Deferral**

The amount of salary to be deferred in any one year may not exceed 33 1/3% of your annual salary. The deferred salary will be held in a separate account for you in a bank or trust company chosen by the University of Guelph. Interest will be credited to your account monthly. The accumulated interest will be paid and reported to you each year during the

deferral period.

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

#### **Duration of Leave**

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

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

#### **Payment of the Deferred Salary**

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

#### **Return from Leave**

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

#### **Cancellation of Leave**

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

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

#### **Benefit Coverage**



**During the Salary Deferral Period**

- You will continue to contribute to the Pension Plan based on your full (100%) salary.
- Income Tax and both employee and employer Canada Pension Plan contribution will be based on your reduced salary.
- Employment Insurance contributions will be based on your full (100%) salary.
- Life Insurance and Long Term Disability premiums and benefits will be based on your full (100%) salary and normal cost-sharing arrangements will apply.
- Major Medical and Dental Insurance premiums will be deducted, and the normal cost-sharing arrangements will apply.
- Vacation credits, sick leave and seniority will accumulate as if you are receiving 100% of salary.

**During the Leave Period**

- You will continue to contribute to the Pension Plan on your full 100% salary.
- Income Tax and Canada Pension Plan contributions will be deducted from the deferred salary payments.
- Employment Insurance premiums will not be deducted from the deferred salary payment as the leave period is not a period of employment for purposes of Employment Insurance (Unemployment, Sickness, Adoption, Maternity and Parental Leave). The period of leave may hinder your eligibility for Employment Insurance Benefits. Please contact the Compensation and Benefits Department for further details.
- Life Insurance and Long Term Disability premiums and benefits will be based on your full (100%) salary. Normal cost-sharing arrangements will apply. If you become disabled during the leave period your sick leave payments and long term disability elimination period will commence upon the scheduled completion of your leave, assuming you are disabled at that time.
- Major Medical and Dental Insurance premiums will continue, and the normal cost-sharing arrangements will apply.
- You will remain eligible for normal salary increases based on the level of performance while in full-time employment.
- Vacation will not accumulate and cannot be used after the first month of the leave.
- Sick Leave will not accumulate after the first month of leave and cannot be used during any period of the leave.
- You will continue to receive credit for length of service.
- Seniority shall accrue during the period of leave.

**Other Matters**

The University intends to maintain the plan in force indefinitely, but

retains the right to amend or discontinue the plan in whole or in part at any time. However, no amendments to the plan initiated by the University will reduce the benefits accruing to you if you are enrolled in the plan at the time of the amendment.

[Return to top of page](#)

### **Memorandum of Agreement #1**

Further to the Collective Agreement between the University of Guelph (hereinafter called "University") and the University of Guelph Staff Association (hereinafter called "UGSA"), the following is agreed to with regard to the implementation of the Enhanced Partnership between the University of Guelph and the Ontario Ministry of Agriculture, Food and Rural Affairs (hereinafter called "OMAFRA") on April 1, 1997.

The parties agree that this agreement shall form an integral part of the Collective Agreement, the terms of which are statutorily frozen by virtue of the Labour Relations Act.

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

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

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

1. The University recognizes and agrees that the provisions of Article 3.01 apply to all EPTS employees within the Agriculture and Food Laboratory Services Centre and Veterinary Laboratory Services Centre in Guelph.

2. It is agreed that the University will not be required to post and fill positions within the UGSA bargaining unit, that are created as a direct result of the Enhanced Partnership and for which current OMAFRA employees are offered employment with the University during the period of September 30, 1996, to October 22, 1996, commencing employment on or about April 1, 1997. For this purpose only during this fifteen (15) working day period, it is agreed that the provisions of Article 15 will be waived.

3. After October 22, 1996, it is agreed that the University will first recall to any subsequent vacant positions covered by the UGSA collective agreement that occur within the EPTS, prior to posting, all displaced UGSA members to their bands, as per the provisions of Article 23.10(b) Recall to Salary Band.

4. EPTS employees offered employment with the University under the provisions of this agreement will not be required to serve a probationary period (Article 11).

5. It is agreed that the following seniority provisions will apply with regard to EPTS employees offered employment commencing with the University on or about April 1, 1997.

a) Subject to c) and d) below, the following will be applied: EPTS employees who commence employment with the University on or about April 1, 1997, will have no seniority as at commencement, and shall earn University of Guelph Staff Association bargaining unit seniority as would any new employee within the bargaining unit. For example, an EPTS employee with five (5) years of seniority with OMAFRA on March 31, 1997, commencing employment on April 1, 1997, would possess eight (8) months of UGSA bargaining unit seniority on November 30, 1997.

b) Subject to c) and d) below, as EPTS employees will accrue UGSA bargaining unit seniority as would any new employee within the bargaining unit, any application of the layoff and bumping procedures (Article 11 and 23) will be based upon accrued UGSA seniority only.

c) For the purpose of layoff/bumping and the application of seniority (i.e., Article 11 and 23), EPTS employees will have combined seniority (i.e., OMAFRA seniority plus accrued UGSA seniority) within their own EPTS group. For example, an EPTS employee whose position is made redundant or is to be laid off will be granted his/her OMAFRA seniority for the purposes of redeployment and exercising his/her bumping rights with other EPTS employees.

d) Between the period of April 1, 1997 and December 31, 1999, EPTS employees who commence employment with the University on or about April 1, 1997, cannot be bumped/displaced under the provisions of Article 23 by an UGSA member who has less seniority than an EPTS employee with greater combined seniority but can be bumped/displaced under the provisions of Article 23 by an UGSA member who has greater UGSA seniority than an EPTS employee with lesser combined seniority.

For example during this period:

An EPTS employee with ten (10) years OMAFRA seniority and one (1) year accrued UGSA seniority would have eleven (11) years combined seniority. An UGSA member with five

(5) years of UGSA seniority could not bump/displace this EPTS employee; however, an UGSA member with fourteen (14) years of UGSA seniority could bump/displace this EPTS employee.

e) If an EPTS employee leaves the Agriculture and Food Laboratory Services Centre or the Veterinary Laboratory Services Centre for a position in another University department or directorate, they will forfeit their rights under the exception outlined in d) above. i.e., Such employee will only receive credit for accrued UGSA seniority for application of all clauses of the collective agreement; however, the employee will not lose any service credit entitlements granted in 5h).

f) An EPTS employee who commences employment with the University on April 1, 1997, will use his/her accrued UGSA seniority for the purpose of vacation scheduling (i.e., Article 14.07) except where scheduling is among other EPTS employees. For example, he/she may exercise their OMAFRA seniority between other EPTS employees for the scheduling of vacation.

g) An EPTS employee who commences employment with the University on or about April 1, 1997, for the purposes of Articles 12, 13, 14, 16 and 26, service with OMAFRA will be counted as service within the University of Guelph Staff Association. Service for all other purposes including Articles 23.06 and 23.08 shall be calculated from commencement of employment with the University.

6. It is agreed that upon retirement from the University of Guelph, EPTS employees who have ten (10) or more years of continuous service with the Government of Ontario and of which some part of the ten (10) or more years includes membership with the Public Service Pension Plan and/or the OPSEU Pension Plan, they are not eligible for post-retirement group benefits from the University of Guelph. These employees will be entitled to coverage for insured benefits through the Government of Ontario in accordance with Order in Council 162/91.

7. The parties agree that any disputes about the proper application of this memorandum of agreement shall be resolved by mutual agreement, or in the absence of such agreement, by resort to the Grievance and Arbitration Procedures provided within the Collective Agreement.

SIGNED this 4th day of February 1998, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On behalf of the  
University of Guelph Staff Association

{signatures}

{signatures}

[Return to top of page](#)

### **Letter of Understanding #1**

The University, the Association and the employee will cooperate in any initiative provided for under the Workplace Safety and Insurance Act with respect to an early and safe return to work.

SIGNED this 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On behalf of the  
University of Guelph Staff Association

{signatures}

{signatures}

[Return to top of page](#)

### **Letter of Understanding #2**

The Association and the University agree to form a Working Group to review the role of UGSA in the governance of the Retirement and Non-Professional Pension Plans. The first meeting shall be held no later than May 1, 2000.

SIGNED this 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

On behalf of the  
University of Guelph Staff Association

{signatures}

{signatures}

[Return to top of page](#)

### **Letter of Understanding #3**

The University agrees on a one-time only basis during the life of this Collective Agreement, to reimburse Staff Association Members, 75% of the cost of a "Fitness Program Development" consultation at the University of Guelph Health and Performance Centre.

SIGNED this 6th day of September, 2000, at Guelph, Ontario.

On Behalf of the  
University of Guelph

{signatures}

On behalf of the  
University of Guelph Staff Association

{signatures}

[Return to top of page](#)

[Return to the HR Manual Index](#)