

**COLLECTIVE AGREEMENT**

**Between**

**Ontario Secondary School Teachers' Federation/Fédération des Enseignantes-enseignants des écoles Secondaires de L'Ontario**



**(OSSTF/FEESO)**

**On behalf of**

**Ontario Secondary School Teachers' Federation/Technical, Administrative, Research,  
Agricultural**

**(OSSTF/TARA)**

**District 35**

**And**

**The University of Guelph**



**EXPIRY DATE**

**April 30, 2018**

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## Article 1: Definitions

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

Word/Phrase	Definition
Act	Designates the <i>University of Guelph Act, S.O. 1964</i> and subsequent amendments.
Collective Agreement	Is this Collective Agreement negotiated between and ratified by the University and the Union.
Bargaining Unit	Shall be those Members defined in Article 3 hereinafter denoted OSSTF/TARA.
Bargaining Unit Executive Committee	The duly elected Members as defined in the OSSTF/TARA Constitution and Bylaws.
Continuing Limited-Term (CLT)	A Member who is regularly scheduled on an ongoing basis to work 35, 37.5 or 40 hours per week, less than twelve (12) months per year. These Members work for a set period each year, for example, April to November or September to April.
Continuous Service	Is the total service the Member has since starting employment at the University less leave of absence(s) without pay greater than thirty (30) days
Day	Means a working day in the University's Human Resources Directorate, unless otherwise specifically stipulated.
Designate	An individual authorized to act on the behalf of an officer of the University, or an individual named to represent a Member, group of Members or the Union.
Grievance	A complaint with respect to the application, interpretation, administration or alleged violation of this Collective Agreement.
Grievance Officer	The duly elected Members to represent Members with any labour related issues as defined in the OSSTF/TARA Constitution and Bylaws.
Internally	Is understood to mean within the Bargaining Unit.
Member	Shall mean any employee of the University that is represented by OSSTF/TARA as per Article 3.
OSSTF	Is Ontario Secondary School Teachers' Federation/Federation des Enseignantes-enseignants des Ecoles Secondaires de L'Ontario (OSSTF/FEESO).
Part-Time	A Member who is regularly scheduled to work up to but not over twenty-four (24) hours per week.
Parties	To this Collective Agreement are the University and the Union.
Probationary Member	Shall mean a Member that is in their probationary period.

Word/Phrase	Definition
Regional Representatives	Are elected Members as per the OSSTF/TARA Constitution and Bylaws.
Regular Full-Time (RFT)	A Member who is regularly scheduled to work between thirty-five (35), thirty-seven and one-half (37.5) or forty (40) hours per week for an indefinite term of employment.
Salary	Is the annual gross wages paid to a Member excluding overtime payments and other supplementary payments.
Spouse	Except where otherwise indicated, is a person married to a Member or cohabitating with a Member for a period of not less than one (1) year, inclusive of same sex partners.
Strike/Lockout	As defined by the <i>Ontario Labour Relations Act 1995</i> .
TARA	Identifier of the Bargaining Unit group represented by OSSTF – Technical, Administrative, Research, Agricultural (TARA).
Temporary Full-Time (TFT)	a Member who is regularly scheduled to work 35, 37.5 or 40 hours per week for a determinate term of employment not to exceed twenty-four (24) months.
University/Employer	means the University of Guelph as designated in the <i>Act</i> , and its designates, the Board of Governors of the University of Guelph, or any officer authorized to act on behalf of the Board, and is hereinafter referred to as the University or Employer.
Union	means the Ontario Secondary School Teachers' Federation/Federation des Enseignantes-enseignants des Ecoles Secondaires de L'Ontario (OSSTF/FEESO)
Vacation Year	Means the period from January 1, to December 31 annually.
Workplace Violence	Any incident in which a Member is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace in accordance with the University's Workplace Violence Prevention Program.

## Article 2: Purpose

2.01 It is the purpose of this Collective Agreement to:

- a) establish and maintain a harmonious relationship between the University, the Members of the Bargaining Unit and the Union;
- b) set forth certain terms and conditions of employment together with salaries, allowances and related benefits;
- c) to provide a process for the settlement of all matters in dispute between the Parties and;

- d) recognize the mutual value of joint discussions and negotiations.

### **Article 3: Scope and Recognition**

3.01 The University recognizes The Ontario Secondary School Teachers' Federation (OSSTF) as the sole and exclusive bargaining agent authorized to represent and negotiate on behalf of all Members:

- a) All Administrative Secretaries, Executive Secretaries, Secretaries, Administrative Assistants, or Executive Assistants to Department Heads\* or to persons above that rank,
- b) employed by the University of Guelph in the City of Guelph, and

\*Clarity Note: For the purposes of the recognition clause. "Department Head" includes all Chairs, Associate Deans, Associate Directors and Assistant Directors.

- c) All employees of the University of Guelph employed or normally performing a major part of their work at its regional campuses or research stations at the Campus d'Alfred Research Station in the township of Alfred and Plantagenet, the Alma Aquaculture Research Station in township of Centre Wellington, the Arkell Research Station in Puslinch township, the Bradford Muck Crops Research Station in King township, the Cedar Springs Research Station in the township of Chatham-Kent, the Elora Research Station in the township of Centre Wellington, the Emo Research Station in the Rainy River District, the Huron Research Station in the Municipality of South Huron, the Kemptville Campus in the township of North Grenville, the New Liskeard Agricultural Research Station in the District of Timiskaming, the Ponsonby Live Stock Research Station and the Ponsonby General Animal Facility in the township of Centre Wellington, the Ridgetown Campus in the Municipality of Chatham-Kent, the Simcoe Research Station in Norfolk County, the Vineland Research Station in the Town of Lincoln, the Winchester Research Station in the township of North Dundas and the Woodstock Research Station in Oxford County.

Save and except for:

- i) Persons who exercise managerial functions or are employed in a confidential capacity in matters relating to Labour Relations;
- ii) All persons holding Full-Time and Part-Time academic, teaching, tutoring, instructing, lecturing, scholar and fellowship appointments at any rank including Post-Doctoral Fellowships;
- iii) All persons employed in the Offices of the President, Provost & Vice-President (Academic), and Vice-President (Finance & Administration);
- iv) Assistants to the University Secretariat, Legal Counsel, Assistant to Director, Campus Police, Assistant Vice-President (Finance), Associate Vice-President

(Human Resources), Assistant Vice-President (Communications and Public Affairs);

- v) All persons employed in Human Resources;
  - vi) Analysts in Resource Planning and Institutional Analysis;
  - vii) Grant/Trust Fund employees;
  - viii) Students;
  - ix) All persons in bargaining units for which any trade union held bargaining rights as of January 12, 2012;
  - x) All persons governed by the College Academic Research Group Agreement with the University;
  - xi) All persons governed by the Compact between the University and the Professional Staff Association.
- 3.02 Should any new position be established within the University which the Union claims to fall within the Bargaining Unit defined in Article 3.01, the question as to its inclusion 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 Collective Agreement. The Arbitrator shall determine the inclusion or exclusion of any new position in dispute based on its relationship to other jobs that are included in the Bargaining Unit.
- 3.03 No representative of the University or the Union shall have the authority to modify and/or amend the Collective Agreement, save and except the duly authorized representatives of the Parties.
- 3.04 The University recognizes the right of the Ontario Secondary School Teachers' Federation to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.05 The Union recognizes the right of the University to authorize any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

#### **Article 4: Management Rights**

- 4.01 The Union recognizes that the management of the University and the direction of the Members are fixed exclusively in the responsibility of the University and shall remain solely with the University except as specifically limited by the provisions of this Collective Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the University to:
- a) Maintain order, discipline and efficiency;

- b) hire, assign/direct, promote, demote, classify, transfer, lay-off, recall, suspend and/or discipline Members or discharge Members who have passed probation for just cause provided that a claim by any Member that they have been disciplined without just cause or a claim by a Member who has passed probation that they have been discharged without just cause may be subject of a grievance and dealt with as hereinafter provided;
  - c) determine in the interest of efficient operation and high standards of service, the hours of work, work assignments, schedules of work, methods of doing the work and the working establishment for the service;
  - d) make, enforce, and alter from time to time reasonable rules and regulations to be observed by Members which are not inconsistent with the provisions of this Collective Agreement; and;
  - e) generally to manage the University and without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment to be used, the standards of performance for all Members, and all other matters concerning the operations of the University not otherwise specifically dealt with elsewhere in this Collective Agreement.
- 4.02 The University agrees that these functions will be exercised in a manner consistent with the provisions of this Collective Agreement and applicable laws and statutes that govern the operation of the University.
- 4.03 Individuals who are excluded from the Bargaining Unit and students shall not perform the work of Members in the Bargaining Unit where in doing so directly results in the lay-off of Bargaining Unit Members or in the permanent elimination of a Bargaining Unit position. The University agrees, upon request by the Union, to utilize the Joint Relations Committee process to review issues or concerns the Union may have with regard to this clause.

## **Article 5: Union Dues and Assessment**

- 5.01 The University will deduct from each Member OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount on each date which a Member receives a pay cheque.
- 5.02 The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the University at least thirty (30) days prior to the expected date of change.
- 5.03 The OSSTF dues deducted in accordance with 5.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15th) day of the month following the month in which the deductions were made. Such remittance shall be accompanied by list(s) identifying the Member name, University of Guelph employee number, amount of dues deducted, and year to date of the amount of dues deducted.

- 5.04 Dues specified by the Bargaining Unit in accordance with Article 5.01, if any, shall be deducted and remitted to the Treasurer of the Bargaining Unit, no later than the fifteenth (15th) day of the month following the month in which the deductions were made. Such remittance shall be accompanied by list(s) identifying the Member name, University of Guelph employee number, amount of dues deducted, and year to date of the amount of dues deducted.
- 5.05 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the University harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.
- 5.06 The University agrees to record total Union dues deductions paid by each Member on her/his T-4 Income Tax Receipt.

## **Article 6: Labour Management Relationship**

- 6.01 Bargaining Unit Members have the right and responsibility to participate in the affairs of the University, to help shape the environment of the University, and to support the University's objectives through their contribution. Bargaining Unit Members have the right to be informed and consulted on matters that affect their job responsibilities and matters affecting the quality of the work environment.
- 6.02 The University aims to create an environment of trust and respect and believes that the right of individuals to advance their independent views openly, and constructively, in the appropriate forum, must be upheld throughout the University.
- 6.03 Members of the Bargaining Unit Executive Committee and its delegates will be informed and invited to participate in meetings where the University is discussing issues that affect OSSTF/TARA Members pursuant to this Collective Agreement, and will be allowed time off for such meetings, at no loss of pay, during regular working hours. Members of the Bargaining Unit Executive Committee will be represented at these University meetings as a recognized bargaining group.
- 6.04 Where meetings of a general nature are called by the University on issues that affect the general Bargaining Unit Members, supervisors shall not unreasonably deny requests for time off from Bargaining Unit Members to attend the meeting.
- 6.05 The Bargaining Unit will be allowed reasonable access to, and the use of the University's copy/duplication services, computing facilities, audio/visual equipment at standard cost.
- 6.06 The University shall provide bulletin board space for the use of the Bargaining Unit at appropriate locations throughout the University's regional campuses and research stations.
- 6.07 The University agrees to inform new Members that their terms and conditions of employment are covered by the Collective Agreement between OSSTF/TARA and the University as part of the appointment letter that the University provides to new members.

- 6.08 Preparation of the Collective Agreement:
- a) The University agrees to prepare and provide copies of this Collective Agreement within sixty (60) days of the signing of the Collective Agreement.
  - b) The University shall make the Collective Agreement available on the Human Resources web site and provide the Bargaining Unit with an editable electronic version of the Collective Agreement.
  - c) The University shall provide each Member with a copy of the Collective Agreement.
  - d) The cost associated with printing copies of the Collective Agreement for Members of the Bargaining Unit will be paid by the University.
  - e) Prior to printing, the Parties shall mutually agree to the composition and design of the Collective Agreement.
- 6.09 Twice per calendar year, the University shall provide a report to the Bargaining Unit President that includes the following information for all Bargaining Unit Members if it is on file:
- a) name;
  - b) Department;
  - c) band level;
  - d) home address; and
  - e) telephone number
- 6.10 The Bargaining Unit shall be allowed to carry out Union business on the University's premises before or after regular working hours or on a Members' lunch break, in reasonable locations including, without restricting the generality of the foregoing, Membership meetings and executive meetings between representatives and Members of the Bargaining Unit. The University shall permit the Bargaining Unit to book University rooms for business meetings of the Bargaining Unit on the same basis as other internal users at standard cost.
- 6.11 It is recognized that the Bargaining Unit President, or designate, may, from time to time, be required to leave their job to provide Union representation to Members of the Bargaining Unit as outlined under this Collective Agreement. Subject to operational requirements, permission shall normally be granted. Should operational requirements preclude the Bargaining Unit President, or designate, from attending the meeting, at the Union's request, the meeting shall be rescheduled to a more suitable time.
- 6.12 The Bargaining Unit shall have the use, free of charge, of the internal University postal services. External mailing costs of the Bargaining Unit shall be borne by the Bargaining Unit.
- 6.13 The Bargaining Unit shall also have the right to the use of the University's e-mail systems and fax machines. It is understood that the use of these systems shall be for official

University and/or Union business only. The use of the University's e-mail/ fax system is subject to the University's Acceptable Use policy. The costs associated with the use of University fax machines for Union business shall be borne by the Bargaining Unit.

- 6.14 Any official correspondence from the University to the Bargaining Unit shall be directed to the Bargaining Unit President. Any official correspondence from the Bargaining Unit to the University shall be addressed to the Associate Vice-President, Human Resources, or a person specifically designated by the Associate Vice-President, Human Resources, unless otherwise stated in this Collective Agreement.
- 6.15 The University will notify the President of the Bargaining Unit, in writing, when a Member:
- a) is hired;
  - b) is promoted;
  - c) is demoted;
  - d) is transferred;
  - e) is laid off;
  - f) is recalled;
  - g) is disciplined;
  - h) is terminated;
  - i) retires;
  - j) becomes deceased; or
  - k) otherwise leaves the employ of the University.
- 6.16 Notice will be sent to the Bargaining Unit President by way of copying the President on the notice sent to the Member, except in the case of (a),(i), ( j), and (k), which is provided through the monthly Arrivals and Departures Report provided by the University.
- 6.17 Effective July 1, 2016, the President of the Bargaining Unit will be entitled to a maximum of one-hundred (100) percent release time and the Union and the University agree to share the wages and benefit costs of the Bargaining Unit President's release time on a 50-50 basis. The University will invoice the Union on a quarterly basis (August, November, February and May) and the Union agrees to reimburse the University within thirty (30) days of receipt of the invoice. Should the University elect to fill the vacancy of the Bargaining Unit President, they shall do so in accordance with Article 21.03 b). Should the University declare the Bargaining Unit President's position redundant during the term being served, they shall do so in accordance with Article 27 at the end of such leave.
- 6.18 Two Grievance Officers will be entitled to fifteen (15) percent each release time from his/her/their regular university hours to engage in University related Bargaining Unit business. Such time will be paid by the University. It is expected that Bargaining Unit regional representatives may, when warranted, be allowed reasonable relief time from their duties to carry on Bargaining Unit business including grievances when necessary on

off-campus worksites. It is further understood that Executive meetings are held monthly, during the lunch hours, but from time to time an Executive Member may exceed his/her normal lunch hour and the extra time will be made up at another time.

- 6.19 The Bargaining Unit shall forward the names of OSSTF/TARA Members for participation in standing and ad hoc committees where such participation is requested by the University.
- 6.20 The University will agree to grant up to a total of forty (40) days leave of absence with pay for Bargaining Unit Executive Members (provided to the entire Executive; not for each individual Member) to attend educational courses and to attend to University related Bargaining Unit duties. Such time off is subject to operational requirements and supervisory approval. Such approval shall not be unreasonably withheld. Requests for time off must be received in Staff Relations no less than five (5) days in advance. It is understood that all costs for transportation, accommodation and tuition will be borne by the Bargaining Unit.
- 6.21 If a Member is requested by OSSTF to attend a meeting/conference, the University shall grant that Member a leave of absence for the day(s). OSSTF shall provide a letter to Human Resources requesting leave of absence for the day(s). OSSTF shall reimburse to the University the replacement cost of that Member for the day(s). These days shall not count against those days referenced in Article 6.20.
- 6.22 The Regular Full-Time position occupied by a Member of the Bargaining Unit Executive may be declared redundant. Consequently the affected Member will be subject to the redeployment, transfer and bumping provisions of Article 27 – Redundancy and it is agreed that the affected Member of the Bargaining Unit Executive will not be “laid-off” from the University during his/her current term of office. If the Bargaining Unit Executive Member must be laid off, such lay-off would be deferred until the end of the Member’s current term of office. No other Bargaining Unit Member would be laid off in place of the Bargaining Unit Executive Member.
- 6.23 The University agrees to allow a lunch period of two (2) hours for OSSTF/TARA Members to attend the Annual General Meeting (AGM) with no loss of compensation where operationally feasible.

### **Union Representation**

- 6.24 The Bargaining Unit shall provide the University with the names of the Members of its Executive, its Grievance Officers, and the name of Regional Representatives who may represent a Member at a meeting with the University.
- 6.25 In the years when the Collective Agreement is being re-negotiated the Bargaining Unit may establish a negotiating committee of up to five (5) Members of the Bargaining Unit, excluding persons acting on behalf of or assisting the team.
- 6.26 Members of the Bargaining Unit’s negotiating team shall be treated in all respects during time spent negotiating as if they were actively at work. There shall be no charge to the Bargaining Unit for Members of the negotiating team attending scheduled negotiating

meetings. Members of the Bargaining Unit's negotiating team shall be paid only for regularly scheduled hours while attending negotiations not subject to shift premiums or overtime.

- 6.27 Members of the Bargaining Unit's negotiating team shall be granted release time from the University to participate in negotiations preparation and research. Such time will not be unreasonably requested by the Bargaining Unit nor denied by the University. Such requests shall be provided to the University at least one (1) week in advance and will be deducted from union leave identified in Article 6.20.

## **Article 7: Strikes and Lockouts**

- 7.01 The Bargaining Unit agrees that there will be no strike, slowdown, or other interruption of work during the term of this Collective Agreement.
- 7.02 The University agrees that there will be no lockout during the term of this Collective Agreement.
- 7.03 In the event that any employee of the University other than those covered by this Collective Agreement, engages in a lawful strike and maintains picket lines, Members covered by this Collective Agreement will neither be asked nor be required to perform work normally done by those employees, with the exception of those Members who manage or supervise the work of employees who are covered under the terms and conditions of another Collective Agreement.

## **Article 8: No Discrimination**

- 8.01 The Parties agree that there will be no discrimination, interference, restrictions, coercion, or intimidation exercised on or practiced by the University or the Bargaining Unit in regard to any matter associated with the terms and conditions of employment of Members by reason of race, creed, colour, sex, gender, marital status, ethnic origin, ancestry, place of origin, political or religious affiliation, sexual orientation, citizenship, age, record of offences, family status, disability, language (unless an occupational requirement of a position), nor by reason of Membership or non-Membership or activity or lack of activity in the Bargaining Unit unless the individual's record of offences is a reasonable and bona fide qualification because of the nature of the employment.
- 8.02 The Parties recognize their respective rights and responsibilities as defined in the University's Human Rights Policy.
- 8.03 Notwithstanding 8.02, the Bargaining Unit may file a grievance concurrent with a formal complaint under the Human Rights Policy.

## **Article 9: Joint Relations Committee**

- 9.01 There shall be a Joint Relations Committee consisting of up to four (4) Members appointed by the University and up to four (4) Members appointed by the Bargaining Unit. The Parties agree that there is benefit to draw representatives from the Parties' diverse locations and worksites. Such aforementioned representatives shall be provided video/telephone conferencing access if required.
- 9.02 The Committee shall meet every three (3) months, or at the written request of either Party to discuss matters of common concern or issues arising from the application of this Collective Agreement. A meeting shall be convened within five (5) days of a request by either Party, unless otherwise agreed. The proposed agenda items shall be shared prior to the meeting. Unless agreed otherwise, this meeting will not be used to discuss the subject matter of any issues that are at the time being resolved through the Grievance and/or Arbitration procedure as set out in Article 11. This meeting may be cancelled at the written request of either party subject to mutual agreement.
- 9.03 Meetings of the Committee shall take place at times mutually agreeable to the Parties and shall be considered time worked for the Bargaining Unit Members of the Committee.
- 9.04 Nothing in this Article shall prevent the Parties from continuing to meet informally to discuss issues of common concern.

## **Article 10: Discipline and Discharge**

- 10.01 No Member will be disciplined, suspended, or discharged without just cause.
- 10.02 Any disciplinary action shall be measured against the severity and the frequency of the violation along with any aggravating and/or mitigating circumstances. Discipline shall be progressive except in serious infractions.
- 10.03 Where a Member is suspended or discharged after the completion of her/his probationary period, s/he and the Union shall be informed, at the same time, of her/his discharge or suspension. The Member's supervisor will encourage the Member to exercise her/his right to have a Union Representative present at this meeting. Staff Relations will inform the Union in advance of such meetings. A written confirmation of said discharge or suspension shall be provided to the Member and the Bargaining Unit within five (5) days.
- 10.04 The termination of employment of a Temporary Full-Time Member 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, subject to the provisions of this Collective Agreement.
- 10.05 A Member who has completed her/his probationary period and to whom paragraph 10.04 does not apply, may initiate a grievance at Step 2 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 or suspension has been effected.

- 10.06 When the University deems it necessary to discipline a Member, the University will inform the Member in writing, copied to the Bargaining Unit President of the date, the time, and location of meeting. In the case of a Member employed at an off campus worksite, the regional representative shall be copied as well.
- 10.07 The University recognizes that a Member has the right to be, and will be accompanied by their representative for cases involving discipline and discharge.
- 10.08 Any claim of unjust discipline or discharge will be submitted to the grievance and arbitration procedures (Article 11 - Grievance Procedure) within five (5) days from the date of receipt of the discipline or discharge letter.
- 10.09 The Bargaining Unit shall receive a copy of all discipline letters given to Members covered by this Collective Agreement.
- 10.10 It is agreed that discipline letters within Members' Human Resources files shall be removed after a two (2) year period provided that no further discipline has been recorded within that two (2) year period.

## **Article 11: Grievance Procedure**

- 11.01 The Union shall have carriage of all Bargaining Unit initiated grievances. The University shall deal only with the Bargaining Unit with respect to a grievance. A representative of the Bargaining Unit and/or Union may be present at all stages of the formal complaint, grievance and arbitration procedures.
- 11.02 It is the mutual desire of the Parties hereto that complaints of Members shall be adjusted as quickly as possible and it is understood that a Member or the Union on their behalf, has no grievance until the Member's immediate supervisor has been given an opportunity to adjust the complaint. If a Member has a complaint s/he shall discuss it with her/his immediate supervisor within ten (10) days after the Member would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The immediate supervisor shall be allowed ten (10) days to communicate her/his 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.

### **Step 1:**

Within ten (10) days of the supervisor's decision the Member or the Union may present the alleged grievance in writing, to her/his supervisors' supervisor. Each written grievance shall be signed by the designated Grievance Officer of the Bargaining Unit 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 Collective Agreement allegedly violated or the alleged occurrence said to have caused the grievance.

The Member may be assisted in the presentation of the grievance by a Union representative who may be an employee of the University. Failing an immediate settlement, the supervisor's supervisor shall deliver the decision in writing to the Member and to the Union within ten (10) days following the presentation of the grievance to her/him.

**Step 2:**

If not settled at Step 1, the Bargaining Unit or Union may submit the alleged grievance to the Director, Staff Relations Human Resources or designate within ten (10) days of the reply of Step 1. The Director, Staff Relations or designate shall meet with the grievor and their Union Representative within ten (10) days of the presentation of the grievance. A Representative of OSSTF may also be in attendance if requested by either Party. The Director, Staff Relations, or designate shall render her/his decision in writing to the grievor and to the Bargaining Unit President within ten (10) days of the above meeting.

**Step 3:**

Failing settlement of the grievance at Step 2, the Union may submit the grievance to arbitration as hereinafter provided within fifteen (15) days of the receipt of the decision at Step 2.

- 11.03 The Parties may agree in writing to extend any time limits specified in either the grievance or arbitration process. Where no such agreement has been made and the time limits as described have not been followed, or where an agreed extension has expired, either party may advance the grievance to the next step of the grievance procedure including arbitration. However, the grievance shall be deemed abandoned if the party having filed the grievance does not advance the grievance to arbitration within fifteen (15) days from the receipt of the decision at Step 2.

**Policy Grievance**

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

## **Group Grievances**

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

## **Grievance Mediation**

11.06 After a response issued at Step 2 of the grievance procedure, the Parties by mutual consent in writing may elect to attempt to resolve a grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached.

11.07 The timelines outlined in the grievance procedure to proceed to arbitration shall be frozen while the mediation process is underway. Should mediation not resolve the grievance, the timelines to proceed to arbitration will continue as of that date.

11.08 The cost of mediation services will be jointly shared by the Parties.

## **Arbitration**

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

11.10 When either Party to the Collective Agreement requests that a grievance be submitted for Arbitration, they shall make such a request in writing addressed to the other Party of this Collective Agreement.

11.11 The arbitration shall be heard by a sole arbitrator. However, at the request of either party in writing, the arbitration shall be heard by an arbitration panel consisting of a sides-person nominated by each party to which the nominees select the arbitrator.

11.12 Unless an arbitration panel is requested, upon receipt of the notice to proceed to arbitration, the Parties will attempt to agree upon a single arbitrator. If no agreement can be reached within fifteen (15) days, either Party may request the Ministry of Labour to appoint an arbitrator.

11.13 The Arbitrator shall hear and determine the grievance as filed and her/his decision shall be final and binding on those Parties hereto and the Members.

11.14 The Arbitrator shall not make any decision inconsistent with the provisions of this Collective Agreement or deal with any matter not covered by this Collective Agreement, nor alter, modify or amend any part of this Collective Agreement.

11.15 The Parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The Parties will otherwise bear their own expense with respect to any arbitration proceedings.

11.16 The Party advancing to arbitration shall be responsible for informing any third party likely to be adversely affected:

- a) of the time and place of the Arbitration;
- b) of the matter to be heard at Arbitration;

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

### **Expedited Arbitration**

11.17 Either party may apply for expedited arbitration under Section 49 of the *Ontario Labour Relations Act 1995*.

### **Article 12: Member Files**

12.01 The only recognized personnel file of a Member shall be maintained in the Human Resources Directorate, accessible only by persons in the Human Resources Directorate. The file shall be available and open to the Member for inspection in the presence of a Human Resources Representative by contacting the Human Resources Directorate and arranging an appointment. The appointment will be arranged within three (3) days of the receipt of the request or within practical limitations.

12.02 A Member shall be entitled, upon request, to copies of any materials which they would normally have a copy. Requests for copies of other documents shall not be unreasonably denied.

12.03 In the event a Member is ill, or otherwise unavailable to review their file, they may authorize, in writing, access to their file by the Bargaining Unit President, or designate, who shall be supplied, upon request, to copies of any materials which they would normally have a copy. Requests for copies of other documents shall not be unreasonably denied.

12.04 A Member shall have the right to be accompanied by a Bargaining Unit representative when reviewing his/her personnel file.

### **Article 13: Probationary Period**

13.01 All new Members of the University within the Bargaining Unit shall serve a probationary period of six (6) months from the date of hire.

13.02 There is no new probationary period for Members in cases of promotion, demotion, transfer, or other movement between Regular Full-Time and Continuing Limited-Term Bargaining Unit positions.

Temporary full-time employees who have been employed for greater than nine (9) months and who are subsequently appointed as a regular full-time employee and who are performing the same job duties, for the same unit as they did during the temporary appointment, will be deemed to have completed their probationary period.

13.03 Midway through the probationary period the supervisor will give probationary Members a written progress report.

- 13.04 At the end of the probationary period, the Member shall be placed on the seniority list, retroactive to his/her date of hire.
- 13.05 The University may extend the probationary period of a probationary Member for an additional six (6) months with the agreement of the Director, Staff Relations and the Bargaining Unit. The notification of such extension will be in writing, no later than five (5) days prior to the end of the probationary period, to the Member with a copy to the Bargaining Unit President and will include the reasons for the extension.
- 13.06 A Member shall be informed in writing, with a copy to the Bargaining Unit President where possible, upon the successful completion of their probationary period. Normally, this notification will be sent to the Member within ten (10) days of the last day of the probationary period.
- 13.07 During the probationary period a Member may be terminated at any time at the sole discretion of the University. The release of a probationary Member will not be the subject of a grievance provided that such release was not discriminatory, or in bad faith.

#### **Article 14: Seniority**

- 14.01 Regular Full-Time and continuing Limited-Term Member's bargaining unit seniority shall be defined by the years of continuous service from the Member's initial date of hire in the bargaining unit. Part-time Members bargaining unit seniority shall be calculated based on hours worked and adjusted from date of hire within the Bargaining Unit.
- 14.02 At the time more than one (1) new Member is added to the seniority list the rank order shall be determined in the following order:
- a) previous service with the University in a position within the Bargaining Unit;
  - b) previous service with the University in a position outside of the Bargaining Unit;
  - c) if still tied, by lot, in a manner mutually agreed by the Parties.
- 14.03 Seniority lists are established for Members in the Bargaining Unit. All Members who have completed probation shall be included on one of the seniority lists. Seniority shall be calculated as Article 14.01, provided there have been no interruptions in employment. Unpaid leaves of thirty (30) calendar days or less in duration and paid leaves as are provided for under this Collective Agreement, and periods of lay-off shall be deemed as continuous service for the sole purpose of Bargaining Unit seniority.
- 14.04 The University agrees to maintain an up-to-date seniority list and to supply the Union with copies of such list, it being understood that the list shall not be supplied to the Union more frequently than once every six (6) months. Union officials may have access to up-to-date seniority information on an "as required" basis. Such lists shall be provided in a suitable electronic format as required by the Union.
- 14.05 A Member's employment shall be deemed 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 for three (3) consecutive scheduled days without notifying the University within that period, unless failure to notify is due to circumstances beyond the Member's control;
- d) without reasonable explanation, fails to return to work upon termination of an authorized leave of absence;
- e) without reasonable explanation utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- f) fails to return to work within seven (7) calendar days after being recalled from lay-off by notice sent by registered mail, unless such period is extended for reasons satisfactory to the University;
- g) is absent due to lay-off, where such absence continues for more than twenty-four (24) months.

14.06 It shall be the duty of the Member to notify the University promptly of any change of address. If a Member fails to do this, the University shall not be responsible for failure of a notice sent by registered mail to reach such Member.

14.07 A Member who transfers to a position outside the Bargaining Unit shall retain her/his seniority accrued to the date of transfer for a period of three (3) years from the date of leaving the unit. The Member's name will not appear on the seniority list.

14.08 If appointed to a Regular Full-Time or Continuing Limited-Term position with no break in employment or break of three (3) weeks or less, a Continuing Limited-Term, Temporary Full-Time Member, or Part-Time Member 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 Member will serve only one (1) probationary period.

14.09 A Member whose position had previously been excluded from the Bargaining Unit, but whose position is now included in the Bargaining Unit, shall be granted one (1) year of seniority for each year of continuous Full-Time employment with the University. (For clarity seniority will be calculated based on time worked and adjusted from date of hire with the University as outlined in Article 14.01).

14.10 Should a Part-Time member be successful in posting to a Regular Full-Time or Continuing Limited-Term position, their seniority shall be transferred to the Regular Full-Time and Continuing-Term seniority list using their adjusted seniority date calculated by using the number of hours worked in the Part-Time position.

Should a Temporary Full-Time member be successful in posting to a Regular Full-Time, Continuing Limited-Term or Part-Time position, their seniority shall be defined as

their original date of hire into the Bargaining Unit, provided there has been no breaks in service greater than thirteen (13) weeks.

## **Article 15: Hours of Work**

### **15.01 Hours of Work – Regular Full-Time, Continuing Limited-Term and Temporary Full-Time Members**

- a) The standard work week shall normally be thirty-five/thirty-seven and one-half or forty (35/37.5/ or 40) hours and the standard work day shall normally be seven/seven and one-half or eight (7, 7.5, 8) hours. It is recognized that some Members' hours of work may exceed eight (8) hours/day, for example, eleven and one-half hour (11.5) shifts. In such cases vacation, statutory holidays etc., are calculated based on an eight (8) hour day/forty (40) hour work week. There shall be no split shifts except where the Bargaining Unit and University formally agree, and such agreement will not be unreasonably withheld.
- b) When there is a new schedule of hours to be worked by members, such schedule shall be posted in a central location or otherwise distributed to those members who are impacted by the new schedule. Such notice must be made with at least two (2) weeks notice whenever possible.

15.02 The regular work schedule contemplated in Article 14.01 may be varied by mutual agreement of the employing Department, the Member and the Bargaining Unit (such agreement will not be unreasonably withheld), to the extent that the total hours do not exceed seventy/seventy-five/eighty (70/75/80) hours in a pay period. It is understood that these arrangements will not result in additional payments of overtime.

### **Overtime – Full-Time Members:**

15.03 The University pays overtime, to Full-Time Members, one and one-half (1.5) times the Member's regular hourly rate for authorized work beyond a Member's normal work schedule. This includes work on a scheduled day off. If the overtime is on Sunday, the rate is two (2) times the regular hourly pay. In lieu of overtime pay a Member may request time off in the ratio of overtime. Thus, one (1) hour of pay at time and a half (0.5) is equivalent to one and a half (1.5) hours off, at a time agreeable to the supervisor. Overtime pay does not apply to any other premium, i.e., a shift premium.

15.04 As a guiding principal, it is agreed that any overtime, other than an emergency situation, will first be offered to available qualified Regular Full-Time Members and/or Continuing Limited-Term Members during their work term within both the work assignment and the classification on a seniority basis. It is further recognized that off-campus worksites may have inherent operational difficulties with respect to the number of Members available for work or qualified to do the available work. For this purpose, the word "available" shall mean available to attend the workplace within a reasonable time and distance and the

word "qualified" shall mean possessing the necessary skills and abilities to perform the overtime assignment in a competent manner.

Where disagreements arise related to the assignment of overtime, the Parties shall utilize the Joint Relations Committee, where necessary, to discuss and mutually agree on the implementation of overtime based upon the overtime protocol(s) established in various worksites. The Parties may utilize dispute resolution mechanisms to settle disagreements.

- 15.05 Overtime of less than thirty (30) minutes duration following the end of a standard work day shall not be counted towards the accumulation of overtime pay or time off.
- 15.06 For Regular Full-Time, Continuing Limited-Term and Temporary Full-Time Members on a four (4) day work week or other reduced workweek arrangements, the overtime rate is straight time for authorized overtime up to thirty five (35), thirty seven and one half (37.5), or forty (40) hours per week, whichever would be the normal work hours for a five (5) day work week in the same position.
- 15.07 The University pays a meal allowance of \$10.00 plus tax to a Member who works over ten (10) consecutive hours, not counting time for meal breaks and rest periods, at the supervisor's request. The meal allowance applies only if there were fewer than sixteen (16) hours prior notice of working over ten (10) consecutive hours.
- 15.08 If the University schedules Members to work overtime on a previously scheduled day off, there is an overtime minimum of three (3) hours pay at the appropriate overtime rate.

**Overtime Part-Time Members:**

- 15.09 The University will pay overtime for Part-Time Members in accordance with the Employment Standards Act of Ontario, which stipulates:

"Where an employee works for an employer in excess of forty-four (44) hours in any week, s/he shall be paid overtime for each hour in excess of forty-four (44) hours at an amount not less than one and one-half (1.5) times the employee's regular hourly rate of pay."

A Member may request in writing, time off in lieu of overtime pay. With the supervisor's written approval, the Member will receive one and one-half (1.5) times hours of paid time off work for each hour of overtime worked. This "banked" or "lieu time" must be taken within three (3) months of the week in which the overtime was earned.

**Call Back Pay:**

- 15.10 A Member called into work in an emergency outside their scheduled shift and without previous notice shall be paid at the appropriate overtime rate with a minimum of four (4) hours at time and one-half (1.5). Any further such call-in within the same four (4) hour period shall be paid at the appropriate overtime rate for the hours worked. In the event that a portion of such four (4) hours extends into their regular shift, the Member will be paid for such portion at the overtime rate. In cases where a Member has been provided with the technology to enable them to resolve problems from home, eliminating the need to attend the workplace, they will be provided with a minimum of two (2) hours overtime

at the appropriate overtime rate. Any further such calls at home within the same two (2) hour period, shall be paid at the appropriate overtime rate for the actual hours worked.

**Standby Pay:**

15.11 The University's operational requirements are such that Members in some positions as part of their regular duties and responsibilities may be scheduled to be on standby. The following applies to Members scheduled to standby, however those Members in receipt of a University of Guelph Housing Allowance/Subsidy are not eligible for standby pay (they remain eligible however for emergency call-back pay).

- a) Members scheduled to standby will receive \$3.00 per hour that they are on standby.
- b) Members required to attend work while on standby will also be entitled to emergency call back pay as Article 15.11.
- c) When scheduled to standby, Members must be available to attend at the workplace within thirty (30) minutes of when such attendance is required.

**Shift Premiums:**

15.12 Shift premiums for a Member whose work schedule falls outside of the University's standard hours of operation shall be paid as follows:

- a) Shifts starting between 1200 hours and 1800 hours shall carry a premium of fifty cents (\$0.50) per hour.
- b) Shifts starting between 1800 hours and 0600 hours the next day shall carry a premium of seventy-five cents (\$0.75) per hour.
- c) Shifts in which more than fifty percent (50%) of the time worked falls on Saturday shall carry a premium of fifty five cents (\$0.55) per hour.
- d) Shifts in which more than fifty percent (50%) of the time worked falls on Sunday shall carry a premium of seventy-five cents (\$0.75) per hour.
- e) Shift premiums shall not apply where the time worked is paid at the overtime rate.

**Article 16: Job Posting**

16.01 When the University decides to fill a job vacancy within the Bargaining Unit, except for Part-Time vacancies or temporary vacancies of less than twenty-six (26) weeks, such vacancy shall be posted for ten (10) days. When there are no qualified applicants the posting may be extended for period(s) of five (5) days.

16.02 Each job posting will be posted electronically on the Human Resources website. A copy of the posting shall be emailed to the Bargaining Unit President.

16.03 Each job posting shall identify:

- a) College/Directorate and/or Department;

- b) Site location;
- c) Band level;
- d) Job title;
- e) Wage band range;
- f) Current number of hours of work per week;
- g) Term of appointment where applicable;
- h) Start date if known;
- i) Requirements and qualifications of the position; and
- j) Due date for such application.

16.04 Every Member has the right to apply to any vacancy for which s/he believes they are qualified for and capable to perform. A Member who wishes to apply for a posted vacancy shall submit a resume and cover letter by the due date indicated on the posting.

16.05 In filling a posted vacancy, the University shall consider, in the order indicated:

Level 1: Recalling the most senior qualified Member on the recall list;

Level 2: Qualified Regular Full-Time, Continuing Limited-Term Members, and Temporary Full-Time Members who have been in the position for over twenty-four (24) months;

Level 3: All other qualified Temporary Full-Time Members and Part-Time Members;

Level 4: External.

16.06 For the purpose of Article 16.05 (Level 1) , (Level 2), and (Level 3), the University will base its selection of the successful applicant to fill a posted vacancy on the required skills, proficiency, capability, experience, and qualifications as outlined in the job posting. If the selection is to be made from two (2) or more applicants whose skills, ability, and qualifications are considered to be relatively equal, the most senior applicant will be appointed.

16.07 The University will agree to provide a successful candidate with a copy of the job fact sheet or job fact sheet summary for his/her newly acquired position.

16.08 Where a Member has been interviewed for a position, that Member shall receive a debriefing about his/her skills and interview upon request. The debriefing will take place during a scheduled meeting with the Hiring Manager. The scheduling of this meeting will not be unreasonably delayed.

16.09 The following arrangements will govern the promotion/lateral transfer of Regular Full-Time Members/Continuing Limited-Term to Regular Full-Time/Continuing Limited-Term Bargaining Unit positions:

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

## **Article 17: Appointments**

### **Continuing Limited-Term:**

- 17.01 Continuing Limited-Term positions are on-going Full-Time positions and should not be confused with Temporary Full-Time appointments.
- 17.02 Continuing Limited-Term positions normally work 35, 37.5 or 40 hours per week between six (6) and eleven (11) months per year.
- 17.03 Members' requests for conversion of a Regular Full-Time position to a Continuing Limited-Term position shall submit their request in writing to their supervisor or Department head. Approval will be based on operational requirements. Length of Service shall not be affected by this conversion but seniority shall be calculated as described in Article 14.01.
- 17.04 Continuing Limited-Term Members will receive, in writing, at the beginning of each term the anticipated last day of work for that term. Prior to the completion of the term, the Member will receive, in writing, the estimated date they will return to work for the start of the next term.
- 17.05 The seasonal lay-off period will not be significantly changed without the mutual agreement of the Member and the University. New Members hired into Continuing Limited-Term positions will be informed at the time of hire that the seasonal lay-off period may be subject to change based on operational requirements. However, every effort will be made to provide the affected Member with sufficient time to make any necessary arrangements for family responsibilities.

### **Temporary Full-Time:**

- 17.06 Where the work has been continuously performed by more than one Temporary Full-Time Member and the work exceeds twenty-four (24) consecutive months (and is not the

result of the absence of a Regular Full-Time incumbent), then a Regular Full-Time position will normally be posted within three (3) months.

- 17.07 Where the work has been continuously performed by the same Temporary Full-Time Member and the work exceeds twenty-four (24) consecutive months (and is not the result of the absence of a Regular Full-Time incumbent), then a Regular Full-Time position will normally be posted within three (3) months. The Temporary Full-Time incumbent will be given Level 2 consideration for purposes of that particular posting.
- 17.08 Temporary Full-Time Members who have been employed for greater than nine (9) months and who are subsequently appointed as a Regular Full-Time Member and who are performing the same job duties as they performed during the temporary appointment, for the same Department at the same wages band, may be deemed to have completed their probationary period upon submission of a rationale to the Director, Staff Relations. Such decision shall not be made unreasonably.

**Team Leader/Lead Hand:**

- 17.09 It is acknowledged that Members appointed as Team Leader or Lead Hand do not have responsibility for, nor can be delegated to hire, discipline or initiate discipline or terminate Members. The role of a Team Leader or Lead Hand is to provide functional guidance to the assigned work group.

**Article 18: Essential Positions**

- 18.01 Managers and Department Heads are responsible for ensuring that the appropriate level of service(s) are continued in the workplace to ensure the health and safety of staff, students, visitors, contractors as well as the health and well-being of teaching/research animals and crops during University closures, inclement weather and civic/state emergencies.
- 18.02 By October 1<sup>st</sup> of each year Managers and/or Department Heads at each work site, will identify which positions are designated as essential and submit the list to Human Resources, with a copy to the Bargaining Unit President. In cases where more than one person fills an essential position seniority will be used to determine which Members must report for work. The Parties shall agree on the designated essential positions.
- 18.03 Members who are required to work in an essential position when the University has closed shall be entitled to take equivalent time off with pay at a time agreeable to the University or receive straight time pay for the hours worked in addition to the Members' regular pay, at the discretion of the Department Head.

## Article 19: Paid Holidays

19.01 Full-Time, Continuing Limited-Term and Temporary Full-Time Members (except Continuing Term-Limited who are on seasonal lay-off when the holiday occurs), shall receive pay for the following holidays during the term of this Collective Agreement:

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

And any other day on which the University premises are declared closed by the President. A Member working on such a day would be paid at applicable straight time and not be entitled to premium pay as provided in Article 19.08. In such circumstance, the Member would be entitled to a lieu day at straight time.

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

19.02

- a) In each calendar year, providing fourteen (14) calendar days' notice is given to her/his immediate supervisor, each Regular Full-Time Member shall be entitled to be granted two (2) other days as "additional paid holidays" annually. A Member working on a day being observed as an "additional paid holiday" by another Member shall not be entitled to the holiday premium contemplated in Article 19.01. An "additional paid holiday" may not be carried over for observance into a new calendar year.
- b) Continuing Limited-Term and Temporary Full-Time Members additional paid holidays referenced in 19.02 (a) will be prorated based on the length of the appointment.
- c) It is understood that during a Regular Full-Time and Temporary Full-Time Member's probationary period, a Regular Full-Time and Temporary Full-Time Member shall be entitled to use only one (1) of the above mentioned "additional paid holidays".

19.03 The University will provide annually to Regular Full-Time and Temporary Full-Time Members, the additional required days off with pay during the "December/January Holidays" period to coincide with the University's closure and to provide uninterrupted time off. Regular Full-Time, Continuing Limited-Term and Temporary Full-Time Members (except Continuing Term-Limited who are on seasonal lay-off when the December/January holiday period occurs) who work non Monday-Friday schedules will be granted an alternate day off with pay if scheduled to work during the Holiday closure.

19.04 Holiday pay will be computed on the basis of the Member's normal daily hours and their regular hourly rate. In the case of Members with variable daily hours of work, the Member's average daily hours shall be calculated based on the average number of hours

worked in the immediate four (4) week period preceding the holiday, divided by the average number of days worked in a week.

19.05 In order to qualify for holiday pay, the Member must work the full scheduled shifts immediately preceding and immediately following the holiday except in cases of excused illness in which case the Member 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. For Part-Time Members all paid holidays referenced in Article 19.01 will be paid in accordance with the Employment Standards Act, 2000.

19.06 A Regular Full-Time, Continuing Limited-Term (except Continuing Term-Limited who are on seasonal lay-off when the December/January holiday period occurs), and Temporary Full-Time Member required to work and notified of this requirement by their supervisor on one of the paid holidays identified in Article 19.01, shall be paid twice their normal pay for all hours worked. Additionally, they shall be entitled to take equivalent time off with pay at a time agreeable to the University as compensation for not being permitted to observe the paid holiday on the normal date. When such agreement cannot be reached, they shall be paid one day's pay or appropriate portion thereof in lieu of such day off. Holiday pay will be computed on the basis of seven (7), seven and one-half (7.5), or eight (8) hours, whichever is appropriate to the Member.

For Members whose regular work schedule is other than seven (7), seven and one-half (7.5), or eight (8) hours, it is understood that such Members who do not work on a paid holiday, will receive eight (8) hours straight time pay. A Member who works on a paid holiday will receive two times their normal rate for all hours worked plus an additional eight (8) hours statutory holiday pay.

19.07 With respect to Members 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 pay is paid for hours worked.

## **Article 20: Vacation**

20.01 A Regular Full-Time, Continuing Limited-Term, Temporary Full-Time Member shall not normally be granted or scheduled for a paid vacation prior to having completed six (6) months of continuous employment.

20.02 A Regular Full-Time, Continuing Limited-Term, Temporary Full-Time Member whose services are terminated before completion of six (6) months of continuous employment shall receive four percent (4%) of wages received since employment or during the then current vacation year as appropriate, in lieu of vacation.

20.03 All Regular Full-Time, Continuing Limited-Term, Temporary Full-Time Members shall be granted vacation credits in accordance with the following scale:

Years of Continuous Service	Vacation Credit	Monthly Equivalent
1 year	10 days	.83 days
2 to 4 years	15 days	1.25 days
5 years	16 days	1.33 days
6 years	17 days	1.42 days
7 years	18 days	1.50 days
8 to 11 years	20 days	1.66 days
12 to 13 years	21 days	1.75 days
14 to 15 years	22 days	1.83 days
16 years	24 days	2 days
17 to 22 years	25 days	2.08 days
23 to 27 years	26 days	2.16 days
28 years or more	30 days	2.50 days

**Note: Continuing Limited-Term and Temporary Full-Time Members (if less than twelve (12) months shall accrue vacation time prorated based upon the length of their assignment.**

20.04 A Regular Full-Time, Continuing Limited-Term, Temporary Full-Time Member must use at least ten (10) days of her/his vacation credits during the year in which it was earned. Members may carry a maximum of ten (10) days into the next vacation year on the understanding that carried over vacations must be used during the calendar year immediately following. In extenuating circumstances that prevents the Member from taking her/his carried over vacation, the Member's supervisor may agree to:

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

OR

b) cash out the carried over vacation credits

20.05 The vacation year commences on January 1st and ends on December 31st of each year. A Member 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.

20.06 Vacations taken or scheduled shall be charged against vacation credits granted under Article 20.03. In addition, if a Member is on unpaid status for more than one (1) month, a debit for each month in unpaid status shall be charged against vacation credits.

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

20.08 The University reserves the right to schedule vacations to meet its operating requirements, but agrees to consider the wishes of Members and to resolve conflicts between Members' wishes on a seniority basis where its operating requirements are not

a factor. Vacation schedules shall be posted by April 15<sup>th</sup> in each year. While a Member may exercise seniority in vacation scheduling, s/he may not do so after March 31<sup>st</sup>.

**Part-Time Vacation Members:**

20.09 Part-Time Members shall be eligible for vacation pay based on their years of continuous cumulative service. Vacation pay will be calculated on the gross wages earned for each pay period excluding overtime and other premiums.

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

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

**Article 21: Leaves of Absence**

21.01 The University may, subject to operational requirements, grant leave of absence without pay to a Member. A request for such leave of absence shall be in writing and shall be submitted to the supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the University as soon as possible. The granting of such leave may not be unreasonably withheld. The supervisor shall respond within ten (10) days. Seniority shall accrue during a leave of absence for the first thirty (30) calendar days of the leave absence only. Normal benefit cost-sharing continues for unpaid leaves of absence of thirty (30) calendar days or less. For unpaid leaves of greater than thirty (30) calendar days, normal benefit cost sharing continues for the first month of the leave. Thereafter, the Member may elect to continue coverage for one (1) or more of the benefits enrolled in prior to the leave, if the Member prepays monthly in advance the full premium or contribution cost (employer and employee cost) of the benefits.

**21.02 Bereavement Leave – Regular Full-Time, Continuing Limited-Term, Temporary-Full-Time Members:**

Upon request, the University will grant leave with pay for up to five (5) consecutive scheduled work-days (at the time of the death) and for those Full-Time Members whose schedule is other than Monday to Friday, they will receive thirty-five (35); thirty-seven and one-half (37.5) or forty (40) hours off (at the time of the death) in the event of a death in the Member’s immediate family. Immediate family shall mean parent; step parent; spouse\*; child; step-child; brother; sister; step-brother; step-sister.

Where the funeral occurs outside the province, the Member will be provided with a total of one (1) additional day for the purpose of travelling to and from the funeral (i.e. 6 days maximum).

Upon request, the University will grant leave with pay for up to three (3) consecutive schedule work-days (at the time of the death) and for those Full-Time Members whose schedule is other than Monday to Friday, they will receive twenty-one (21); twenty-two point five (22.5) or twenty-four (24) hours off (at the time of the death) in the event of a death in the Member's family. Family shall mean grandparent; grandchild; mother-in-law; father-in-law; sister-in-law; brother-in-law; son-in-law; daughter-in-law; ward.

Where the funeral occurs outside the province, the Member will be provided with a total of one (1) additional day for the purpose of travelling to and from the funeral (i.e. 4 days maximum). The period of three (3) or five (5) days prescribed above must include the day of the funeral. Bereavement leave may be lengthened by use of vacation leave, Family Responsibility Time, Paid Personal Leave, or leave of absence without pay.

Time off without pay for attendance at the funeral of a deceased employee (other than a relative as mentioned above) is allowable at the discretion of the supervisor or PPL can be used as described in Article 21.14.

A Member whose vacation is interrupted because of a bereavement as outlined above, will have the appropriate number of vacation days (five (5) - immediate family Member, or three (3) - family Member) reinstated.

Upon request, a Member may elect to set aside one day of available bereavement leave (as maybe applicable to the Member as provided in this Article) to be utilized to attend a memorial service or alternate burial date on a scheduled workday within one year of the applicable immediate family Member, or family Member's death.

**\*Spouse is a person married to a Member or cohabitating with a Member in conjugal relationship, inclusive of same sex partners.**

#### 21.03 Bereavement Leave – Part-Time Members:

- a) Upon request, in the event of the death in the immediate family, a Member will be granted at the time of the death or service, leave with pay for a period of three (3) consecutive scheduled workdays. Immediate family shall mean: parent; step-parent; spouse\*; child; step-child; brother; sister; step-brother; step-sister. Where the funeral occurs outside the province, the Member will be provided with a total of one (1) additional day without pay for the purpose of travelling to and from the funeral (i.e. four (4) days maximum).
- b) Upon request, in the event of the death in the family, a Member will be granted at the time of the death or service, leave with pay for a period of one (1) scheduled workday. Family shall mean: father-in-law; mother-in-law; son-in-law; daughter-in-law; brother-in-law; sister-in-law; grandchild; grandparent. Where the funeral occurs outside the province, the Member will be provided with a total of one (1) additional day without pay for the purpose of travelling to and from the funeral (i.e. two (2) days maximum).

**\*Spouse is a person married to a Member or cohabitating with a Member in conjugal relationship, inclusive of same sex partners.**

#### 21.04 **Jury Duty:**

Absence for jury duty is an excused absence and the University agrees to pay a Member 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 her/his absence and the amount received by her/him as a juror. It shall be the responsibility of the Member to provide proof of the period served as a juror and the amount paid to her/him for such services. In addition, a Member who is subpoenaed as a witness shall receive full regular pay for such absence, provided the litigation was not initiated by the Member.

#### 21.05 **Military Leave:**

The University may grant a leave of absence of up to two (2) weeks duration for the purposes of military service and will compensate the Member for whatever difference exists between the military pay s/he received, as evidenced by a statement from the proper authority, and her/his normal University wages or salary. This leave may be extended by mutual consent however; the wages differential top-up will not apply.

#### 21.06 **Political Leave:**

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

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

#### 21.07 **Time Off to Vote:**

Members 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.

#### 21.08 **Paid Parental Leave – Regular Full-Time Members:**

- a) Purpose of Paid Parental Leave

Paid parental leave is offered to accommodate the special needs of Regular Full-Time Members 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 Members who take paid parental leave will return to employment at the University of Guelph following such leave.

b) Eligibility for Paid Parental Leave

- i) Natural parent or the adoptive parent having primary care of the child or children who are Regular Full-Time Members 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.
- ii) The Regular Full-Time Member shall give at least two (2) weeks written notice to her/his supervisor of the intent to commence paid parental leave.
- iii) Regular Full-Time Members must apply for E.I. benefits before supplementary income from the University becomes payable. To be eligible for paid parental leave, Regular Full-Time Members must provide appropriate documentation of the birth or adoption of a child and of the receipt of E.I. maternity or adoption leave benefits to Human Resources. A Regular Full-Time Member disintitiled 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 Members who are denied E.I. maternity or adoption leave benefits only because they have not completed the required hours of employment required for E.I. benefit eligibility.

c) Terms of Paid Parental Leave

- i) Regular Full-Time eligible Members will receive ninety-five percent (95%) of normal wages 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. A Regular Full-Time Member who receives paid parental leave benefits must not receive other earnings or payments, such that her/his combined income (including E.I. maternity leave benefits, supplementary payments and earnings from the University) exceeds ninety-five percent (95%) of normal weekly earnings.
- ii) No Regular Full-Time Member may claim any other form of supplementary benefit during the period of leave.
- iii) The Regular Full-Time Member proceeding on paid parental leave shall not forfeit any accrued employment benefits and seniority shall continue to accrue for Members taking paid parental leave.
- iv) While on paid parental leave, the Regular Full-Time Member will continue to receive University benefits on a normal cost sharing arrangement.
- v) For the purpose of promotion, seniority, vacation entitlement, and benefits/pensionable service (where the eligible Regular Full-Time Member has maintained the required employee contribution) any period of paid parental leave shall be considered as a period of service with the University. Regular Full-Time Member who has taken a paid parental leave shall remain eligible for increases.

- vi) Regular Full-Time Member taking paid parental leave shall not be disadvantaged. S/he will return to the same position held prior to the leave or if the position is not available, an equivalent position without loss of wages or seniority.
- vii) Paid parental leave may be voluntarily shorter than the previously arranged period, providing the Regular Full-Time Member advises the University of her/his intention to return to work at least two (2) weeks prior to the intended date of return.

**21.09 Paid Paternity Leave – Regular Full-Time Members:**

A Regular Full-Time Member who is a natural or adoptive father or same sex parent is entitled to five (5) days of paid paternity leave associated with a birth or adoption. Such leave will normally be taken within thirty (30) days of birth or adoption.

**21.10 Adoption Leave – Regular Full-Time Members:**

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

**21.11 Unpaid Parental Leave – Regular Full-Time Members:**

a) Purpose of Unpaid Parental Leave

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

b) Eligibility for Unpaid Parental Leave

On receipt of appropriate documentation of the birth or adoption of a child, the University will grant thirty-five (35) weeks of unpaid parental leave per pregnancy or placement to all Regular Full-Time Members. The leave will normally be continuous with the paid parental leave. It will begin no later than thirty-five (35) weeks after the child comes into parental care. (This leave is available to both parents, and when added to the paid parental leave period, would enable the parents themselves to provide the first year of care for their child or children. Members should contact Service Canada to determine their eligibility for benefits during this period).

c) Terms of Unpaid Parental Leave

- i) The Member proceeding on unpaid parental leave shall not forfeit any accrued employment benefits and seniority shall continue to accrue for Members taking unpaid parental leave.

- ii) Participation in the various University employment benefit schemes may be continued while a Member is on unpaid parental leave on a normal cost-sharing arrangement.
- iii) For the purpose of promotion, seniority, vacation entitlement, and benefits/pensionable service (where the eligible Member has maintained the required contributions) any period of unpaid parental leave shall be considered as a period of service with the University. A Member who has taken an unpaid parental leave shall remain eligible for increases based on her/his level of performance while in Full-Time employment.
- iv) A Member taking an unpaid parental leave shall not be disadvantaged. S/he will return to the same position held prior to the leave or if the position is not available, an equivalent position without loss of wages or seniority.

**21.12 Eligibility of Continuing Limited-Term Members:**

The provision of Articles 21.08 to 21.11 shall apply to all Continuing Limited-Term Members for the period for which they are scheduled to work.

**21.13 Parental Leave – Temporary Full-Time and Part-Time Members:**

Temporary Full-Time and Part-Time Members will be eligible for parental leave and adoption leave as per the *Employment Standards Act, 2000*.

**21.14 Paid Personal Leave (PPL):**

Commencing January 1st of each year, each Regular Full-Time Member shall be allowed for reasons set out in Article 21.17 and 21.18 below up to three (3) days paid personal leave of absence annually. Requests to access PPL are made to the supervisor who, subject to operational requirements, will approve the request. Members paid for a 37.5 hour work week will receive 22.5 hours of PPL per year, while those paid for a 40 hour work week will receive 24 hours of PPL annually.

21.15 Continuing Limited-Term and Temporary Full-Time Members, who have been continuously employed in excess of twenty-four (24) months without a break in employment, will be entitled to one (1) day PPL annually.

21.16 PPL does not accrue from one calendar year to another.

**21.17**

- a) Such leave is to provide emergency time off without loss of pay for extraordinary or unanticipated circumstances which may arise from time to time in Members' personal lives. As soon as is reasonably possible the Member and supervisor shall review the Member's request that the time be recorded as paid personal leave.

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

- emergency medical requirements for immediate family.

- emergency child or eldercare arrangements.
  - an emergency resulting from a natural disaster. This may include unusual or severe storm conditions.
  - an emergency situation at home. This may include fire, flood, burst water heaters/pipes, broken furnace during winter months, gas leaks.
  - attendance at a funeral for a person who is not specifically covered by the provisions of this Collective Agreement.
  - to extend a period of bereavement leave beyond the three (3) or five (5) days.
- b) The University recognizes the importance of confidentiality when requesting information pertaining to a paid personal leave request. As such, the University is committed to treat such requests with consideration of the Member's privacy, as practicable.
- 21.18 In addition, paid personal leave shall be available to observe obligatory religious holy days. For such requests it is expected that the Member will provide written notice in advance of the day(s) to be observed.
- 21.19 Members will not be allowed to use paid personal leave of absence for purposes of extending vacations or the day prior to or the day following a paid holiday.
- 21.20 Paid Personal Leave may not be taken in units of less than one (1) hour.
- 21.21 Each Department is required to maintain the record of usage of the Paid Personal Leave of Absence by individual.
- 21.22 **Family Responsibility Time (FRT):**
- 21.23 The provision of family responsibility time, separate from sick leave, is intended to assist Regular Full-Time and Continuing Limited-Term Members with balancing their family and work responsibilities. Short-Term Disability should be used only to provide Members with income during periods of their own illness.
- 21.24 The operational requirements of the University must be met. However, it is recognized that every effort will be required to accommodate requests.
- 21.25 Seven (7) days at any given time of FRT will be provided to all Regular Full-Time and Continuing Limited-Term Members. FRT may be used in amounts not less than one (1) hour, will be requested in advance if possible, and will be granted unless precluded by operational requirements.
- 21.26 FRT will be available on a borrowed basis, to be repaid by mutual agreement between Member and supervisor. FRT can be repaid by, for example, working shortened lunch breaks, starting work earlier or working late. The minimum arrangement for re-payment of FRT time must be in segments of no less than one-half (0.5) hour.

21.27 Members may draw FRT repetitively provided they do not exceed seven (7) days owing at any given time. Time owing must be cleared by March 1<sup>st</sup> of the following calendar year, or the end of their current term for Continuing Limited-Term Members.

21.28 In addition to FRT, Members may apply for an unpaid leave of absence as outlined in Article 21.01 to accommodate their family responsibilities.

**21.29 Self-Funded Leave Plan:**

The details of this self-funded leave plan for Members shall be as described in Appendix B.

**21.30 OSSTF Leave:**

- a) If a Member is elected to serve in a Full-Time capacity with the Ontario Secondary School Teachers' Federation (OSSTF), the University agrees to provide the Member with a leave without loss of compensation and benefits. OSSTF will reimburse the University for all costs associated with this release including compensation, benefits, and pension. The Member will notify their immediate supervisor at least one (1) month in advance of the release.
- b) The University may post a Temporary Full-Time or Secondment Position with a term length that coincides with the term of the OSSTF Leave subject to operational requirements. Should an existing OSSTF leave continue for another term, the University may extend the current Temporary Full-Time or Secondment Position or post a new Temporary Full-Time or Secondment Position.
- c) If a Member requires an extension of the leaves of absence under clause (a), they must submit the request in writing at least four (4) weeks prior to the desired start of the extended leave period, to their immediate supervisor, who will forward a copy to Human Resources.
- d) Human Resources will inform the Member of the disposition of the request, in writing, no later than ten (10) days following the receipt of the request.
- e) Upon return to work from an OSSTF Leave, the Member will resume their former position provided that it still exists, with full wages and benefits. If their former position no longer exists, the provisions of this Collective Agreement shall apply.

**21.31 Time off for Hazardous Weather:**

It is University policy that Members 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 Members to fulfill their obligations without exposing themselves to undue hazards. Under these circumstances, should a Member be unable to report for work, s/he will have the option of charging her/his absence against her/his available vacation credits, floater holiday, or charging time off as absence without pay. Members are urged to make every effort to report to work during inclement weather conditions. In recognition of this effort, supervisory personnel are to use their discretion in recording latecomers who have been delayed because of the weather conditions.

21.32 From time to time, the University considers it appropriate to allow certain Members 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) Members 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) Members working shifts who are relieved from one shift to another are not allowed to leave early. It is stressed that time off for heat, snow storms, etc. is not a matter of legal obligation.

## **Article 22: Benefits**

22.01 The components of the Regular Full-Time and Continuing Limited-Term Member benefits program are:

- a) Short-term disability benefits;
- b) Long-Term Disability insurance;
- c) Extended Health Care insurance which includes major medical, semi-private hospital coverage, paramedical, hearing and vision care;
- d) Group life insurance;
- e) Pension plans;
- f) Dental plan.

22.02 In the event the University changes benefit carriers, the University will endeavor to provide the Union with at least sixty (60) days' notice.

22.03 The University will contribute sixty-six and two-thirds percent (66 $\frac{2}{3}$  %) of the total costs of the benefits premiums indicated in sub-paragraph (b), and (d) above. The University will contribute one-hundred percent (100%) of the total cost of the benefit premiums indicated in sub-paragraph (c) above. The University will contribute eighty-percent (80%) of the total cost of the benefit premiums indicated in subparagraph (f) above.

22.04 During the seasonal layoff period, Continuing Limited-Term Members will be responsible for the normal cost of benefits coverage. It is understood that Members will not be able to withdraw and re-enter the benefit plans during this period. Only upon evidence of equivalent coverage under another insurance plan, can they opt out of extended health and dental benefits. Should these equivalent benefits cease, then, within thirty-one (31) days of the loss of this equivalent coverage, they may re-enter the University plan; beyond this thirty-one (31) day period, they will be required to provide evidence of insurability

(or coverage may be limited by an annual cap in accordance with plan provisions), which may affect their level of benefit coverage at that time.

- a) Life insurance coverage during the designated period of layoff, for those electing to continue coverage, will be equal to the amount of coverage in place on the last day of work immediately prior to the designated period of layoff.
- b) Continuation of life insurance will be independent of the Member's decision to continue or opt out of extended health and dental benefits during these designated periods of layoff.

22.05 For new Members hired on or after January 1, 2009, a ten year continuous service requirement at the University to be eligible for post-retirement benefits upon drawing a pension from the University. For the purpose of this provision it is understood continuous service will include Temporary Full-Time appointments with breaks in service between successive appointments of less than thirteen (13) weeks. Continuing Limited-Term Members will be deemed to have continuous service.

22.06 In cases of disability, Members may continue to participate in the benefits program as long as they continue to qualify for benefits under Long-Term Wage Continuation Insurance. In Workplace Safety and Insurance Board cases, the participation may continue for the period of compensation. In both circumstances, the normal cost-sharing between the University and the Member will apply.

22.07 The University agrees to subsidize to twenty-five percent (25%) of the normal annual fee for the use of the University athletic facilities, for all Regular Full-Time and Continuing Limited-Term Members. Such subsidy shall be limited for use towards the reduction of the annual fee, and shall not be used for ancillary services or charges (e.g., locker, towel service, course and equipment charges, Facility Development Fee). Annual Memberships shall begin as of May 1<sup>st</sup> of each year.

**22.08 Enrichment Fund:**

The enrichment fund is renewed as follows:

- effective May 1/15 - April 30/16 = \$8,500;
- effective May 1/16 - April 30/17 = \$8,500;
- effective May 1/17 – April 30/18 = \$8,500;

With the agreement that annually (within thirty (30) days following April 30 each year) the Bargaining Unit Executive provides the University (through Staff Relations) with a summary report indicating the names of Members who have received enrichment fund support, the specific purpose for which the enrichment fund amount has been used, and the amount issued to the individual Member.

The distribution of these funds will be at the sole discretion of the Bargaining Unit Executive. However, eligible Regular Full-Time Members, Continuing Limited-Term Members and Temporary Full-Time Members who have been employed without a

break in employment in excess of twenty-four (24) months, must make application to the Bargaining Unit Executive for consideration as to whether or not her/his request meets the criteria intended for the use of such funds.

**22.09 Scholarship Plan:**

A scholarship plan is available to dependent children and spouses of:

- a) Regular Full-Time and Continuing Limited-Term Members;
- b) Retired or deceased Members; and
- c) Regular Full-Time and Continuing Limited-Term Members receiving Long-Term disability payments.

22.10 The University will award scholarships for up to eight (8) semesters of undergraduate degree or associate diploma program or graduate courses at the University of Guelph and Guelph-Humber partnership courses. Scholarship payment amounts shall not exceed tuition fees for the Bachelor of Arts program. (Note: "Dependent child" is defined as a natural child, step child, adopted child or ward for whom the Member is entitled to claim an exemption under the Income Tax Act and for whom the Member provides regular support.)

22.11 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 (3), four (4) or five (5) 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 seventy percent (70%) 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 (2) semester cumulative average of seventy percent (70%). In-course students will maintain their scholarships by satisfying the academic continuation requirements of their program.

22.12 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. One hundred percent (100%) of eligible dependent children's tuition shall be funded first and the pool of funds remaining in each semester shall be used to fund tuition for eligible spouses on an equal basis, up to a maximum of the B.A. tuition rate.

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

#### 22.14 Part-Time and Temporary Full-Time Benefits:

- a) The current components of the benefits program for Part-Time and Temporary Full-Time Members are:
  - i) Long-Term Disability Insurance;
  - ii) Extended Health Care insurance which includes major medical and semi-private hospital coverage, paramedical, hearing and vision
  - iii) Group life insurance;
  - iv) Pension plans;
  - v) Dental plan
- b) The benefits of Extended Health Care insurance and group life insurance will be extended to Part-Time and Temporary Full-Time Members whose appointment is for a period of six (6) months or more and with a workload of thirty-five percent (35%) or more. The benefits of Dental and Long-Term Disability will be extended to Part-Time and Temporary Full-Time Members with appointments of more than six (6) months and workloads of fifty-one percent (51%) or more upon completion of two (2) years of service in appointments with thirty-five percent (35%) or greater workload.
- c) Long-Term Disability Insurance and Group Life Insurance

For those Part-Time and Temporary Full-Time Members who qualify and elect to participate in the benefit coverage for Long-Term Disability Insurance, Members will contribute thirty-three and one third percent (33 1/3%) and the University will contribute sixty-six and two-thirds percent (66 2/3%) of the total cost of the benefit.
- d) Extended Health Care Insurance
  - i) For those Part-Time Members who qualify and elect to participate in the benefit coverage for medical insurance and whose work load is between thirty-five percent (35%) and fifty percent (50%) of the Full-Time work week will contribute 50% and the University will contribute fifty percent (50%) of the total cost of the benefits.
  - ii) For those Part-Time and Temporary full-Time Members who qualify and elect to participate in the benefit coverage for Extended Health Care insurance and whose work load is between fifty-one percent (51%) and seventy-five percent (75%) of the Full-Time work week will contribute twenty-five percent (25%) and the University will contribute seventy-five percent (75%) of the total cost of the benefits.
  - iii) For Temporary Full-Time Members who qualify and elect to participate in the benefit coverage for Extended Health Care insurance and whose work load is

above seventy-six percent (76%) of the Full-Time work week, the University will contribute one-hundred percent (100%) of the total cost of the benefits.

- e) Dental Plan
  - i) For those Part-Time and Temporary Full-Time Members who qualify and elect to participate in the benefit coverage for dental and whose work load is between fifty-one percent (51%) and seventy-five percent (75%) of the Full-Time work week will contribute forty percent (40%) and the University will contribute sixty percent (60%) of the total cost of the benefits.
  - ii) For those Temporary Full-Time Members who qualify and elect to participate in the benefit coverage for dental and whose workload is greater than seventy-five percent (75%) of the Full-Time work week will contribute twenty percent (20%) and the University will contribute eighty (80%) of the total cost of the benefit.
- f) Part-Time Members must have ten years of continuous service at the University in order to be eligible for post-retirement benefits upon drawing a pension from the University.

### **Article 23: Sick Leave and Long-Term Disability**

- 23.01 Sick leave provides continued University income to Regular Full-Time and Continuing Limited-Term Members who cannot perform their work due to disability or illness.
- 23.02 If illness prevents Regular Full-Time and Continuing Limited-Term Members who have completed the probationary period, including any extension, from performing their duties, the University will provide sufficient sick leave to continue full regular pay, without any pay premium, through, but not beyond, the required waiting period for Long-Term disability benefits.
- 23.03 Sick leave for Full-Time Probationary and Temporary Full-Time Members are as follows:
  - a) three (3) working days in the first three month's employment;
  - b) an additional ten (10) working days after three (3) months of employment;
  - c) thirteen (13) working days sick leave annually renewable on the Member's anniversary date.
- 23.04 Regular Full-Time Members who will, after ninety (90) calendar days, become entitled by reason of disability to receive income protection at sixty-six and two-thirds percent (66-2/3%) of their wage rate at the time of commencement of the disability, will receive an additional thirteen and one-third percent (13-1/3%) of their basic wages for up to four (4) months from the commencement of the time for which income protection payments are received or until the disability ceases, whichever is sooner.
- 23.05 If a Member cannot report to work due to illness, they are responsible for notifying their supervisor or designate prior to the start of his/her scheduled shift. For absences of over

- three (3) consecutive working days, a Member shall make every reasonable effort to inform their supervisor of their intended return to work at least twenty-four (24) hours in advance.
- 23.06 For absences of five (5) consecutive working days or more, a Member shall provide medical evidence verifying the illness to Occupational Health and Wellness. Where the University has reasonable grounds, the University may require such evidence for shorter absences.
- 23.07 During lengthy absences a Member should inform Occupational Health and Wellness of their condition at least every two (2) weeks.
- 23.08 When the Workplace Safety and Insurance Board (WSIB) compensates a Member, the University will continue the Member's wages up to eligibility for Long-Term disability (or, in the case of a Probationary or Temporary Full-Time Members, to the limit of accumulated sick leave). The Member must reimburse the University for compensation received under the Workplace Safety Insurance Act for which the University paid full wages. When a Probationary or Temporary Full-Time Member returns to work, the University will reinstate the sick leave during the period payable under the Workplace Safety Insurance Act.
- 23.09 No Member may claim sick leave during a period of unpaid status. Unpaid status is when a Member remains on the University payroll but receives no pay.
- 23.10 Termination of employment, for whatever reason, does not entitle a Member to compensation for unused sick leave benefits.
- 23.11 Supervisors must inform Occupational Health and Wellness immediately of all Member absences due to illness or injury that are five (5) consecutive days or longer.
- 23.12 A period of certified illness of one (1) day or more during a period of vacation leave will be recorded as sick leave.
- 23.13 Medical and dental appointments should be made outside normal working hours whenever possible. When this is not possible, the Members may be granted two (2) hours off work without loss of pay. In such circumstances, the Member will attempt to schedule the appointment so as to minimize disruption to the others' work day. Time off in excess of two (2) hours shall be paid as sick leave benefits. Members will not automatically take the entire two (2) hours off work, if attendance at the medical appointment and return to work can be completed in less time. Members are normally required to provide a minimum of forty-eight (48) hours' notice to his/her supervisor when time off is required.
- 23.14 If a paid holiday occurs in a period of paid sick leave, the University will record it as a paid holiday, not as a day of sick leave.
- 23.15 The University will notify the Bargaining Unit within five (5) days of any Member, where possible, 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.

#### **23.16 Chronic Medical Illness or Disease:**

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

### **Article 24: Staff Development**

24.01 In order to foster Member self-development and to make optimum use of human resources, the following provisions relative to skills upgrading and educational opportunities are available:

#### **24.02 Courses, Seminars and Conferences Taken or Attended at the Direction of the University:**

When a Member attends a course, seminar or conference at the request of their Department, the full cost of such attendance (including course fees and such expenses as travel and accommodation) shall be borne by that Department. It is the responsibility of the Member's Department head or supervisor to identify the educational opportunities available and the Members who would most benefit in their job performance from such attendance.

#### **24.03 Part-Time Courses Taken on the Member's Own Initiative:**

The cost of tuition (excluding the costs of textbooks and laboratory fees) is waived for:

- a) Regular Full-Time and Continuing Limited-Term Members who have completed twelve (12) months of service with the University.
- b) Members on Continuing Limited-Term positions who have transferred from a Regular Full-Time position without a break in service of more than two (2) weeks.
- c) Such waiver applies to eligible Members for any credit course offered by the University, courses offered by the Office of Open Learning and Educational Support, or courses offered in the University of Guelph-Humber programs and non-credit

courses offered by the Regional Campus, provided the Member is accepted and subject to the following conditions:

- i) no more than four (4) non-credit courses may be taken by an individual Member during any one calendar year;
  - ii) where the quality of a non-credit course may be jeopardized by a preponderance of Member enrolment, such Member enrolment may be limited by the instructor in consultation with the Director of the Office of Open Learning and Educational Support or Regional Campus;
  - iii) normally, an individual Member may not enroll in the same non-credit course more than once in any three year period if the Member has attended less than sixty percent (60%) of such course;
  - iv) a Member may be subject to late registration fees.
- d) When possible, the courses attended should be scheduled outside the Member's normal working hours. When this is not possible, the Member will not lose regular pay (excluding premiums) for attendance during working hours up to a maximum of three hours per week provided that:
- i) if the course is available outside the Member's working hours, the paid leave as mentioned herein will not be available to the Member, however Members may take advantage of tuition waiver provided they make arrangements with their supervisor to make up any time off work that may be required; and
  - ii) a request for the application of tuition waiver and leave of absence must be approved by the Department Head and the Associate Vice-President, Human Resources prior to registering for the course. Such approval will not be unreasonably withheld; and
  - iii) 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 Member. In the event of conflicts between Members, such conflicts will be resolved on a seniority basis where operating requirements of the Department are not a factor; and
  - iv) the Member will inform their supervisor of their course schedule as soon as the Member is made aware of their schedule.

### **Procedures**

- a) If the courses are to be taken outside the Member's regular work schedule, the signature of the Member's Department Head is not required. If any portion of the course is scheduled during the Member's regular work schedule, the signature of the Department Head will be required, along with that of the authorized signature from Human Resources.

- b) When the Waiver Request Form has been completed by the Member including the Scheduling Approval of their Chair/Department Head if required, all copies are to be submitted to Human Resources, Level 5, University Centre, for approval.
- c) After retaining one (1) copy for the Member's Human Resources file, Human Resources will return two (2) copies to the Member's Department. Of these, one (1) copy is to be retained in the Department for information while the remaining form is to be returned to the Member.
- d) Human Resources will forward the remaining copies to the Bursar or the Office of Open Learning and Educational Support or Regional Campus, as appropriate.

**24.04 Off-Campus Courses:**

Where a Member 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 Member will be reimbursed for one-hundred percent (100%) of the cost of tuition up to a maximum of eight-hundred dollars (\$800) in any one calendar year provided that:

- a) Approval for the chosen course or program must be secured in advance from the Member's Chair/Department Head and from the Associate Vice-President, Human Resources. The nature of the program should be such that it will increase the effectiveness of the Member in their present or possible future position with the University.
- b) Reimbursement is contingent upon successful completion.
- c) Departments are to submit cheque requisitions together with evidence of successful completion and an invoice covering the cost of the course to Accounts Payable to reimburse the successful Member.

**24.05 Full-Time Programs Leading to a Degree:**

**24.06** A Member who wishes to undertake a program which requires Full-Time attendance may apply for a leave of absence without pay for a period of up to eight (8) calendar months. Such leave shall be approved provided:

- a) The application is made at least two 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 Associate 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 Member's option), provided the Member continues employment following such leave for a period of no less than one (1) year.

A Member who wishes to undertake a Full-Time program which will require more than eight (8) months Full-Time attendance must resign from the University on commencement of their studies, provided that no other possible arrangements for class attendance can be devised. The University is unable to give any commitment concerning future employment either in the summer or on a permanent basis in this situation.

## **Article 25: Performance Development and Evaluation Procedure**

- 25.01 Every Member has the fundamental right to a full performance review.
- 25.02 The University will utilize a mutually agreeable performance assessment and development program for the purpose of conducting performance reviews of Members. This program may be modified by mutual agreement from time to time as required.
- 25.03 All performance reviews will be made in writing and signed by the Member's supervisor or Department head.
- 25.04 The Member shall be given an opportunity to initial or sign the report and add comments if the Member desires. This opportunity shall occur before the performance review is finalized. Initials or signature indicates only that the Member has read the performance review.
- 25.05 A performance review which alleges that the Member's performance is unsatisfactory shall outline the reasons and specific recommendations for improvement necessary to achieve satisfactory performance in the next evaluation year period.
- 25.06 A Member may grieve a performance review in instances where it is alleged that the Supervisor conducted the performance review in an arbitrary, discriminatory or bad faith manner.

## **Article 26: Health and Safety**

- 26.01 The University shall make all necessary and reasonable provision for the occupational health and safety of its employees and shall comply with the *Ontario Occupational Health and Safety Act R.S.O* as amended June 2011.
  - a) The Bargaining Unit will appoint or elect its representative(s) to the Central Joint Health and Safety Committee.
  - b) The Bargaining Unit will select its representatives to the Local Joint Health and Safety Committees.
  - c) Leave required during regular working hours to allow representatives to the Central and Local Health and Safety Committees to perform their duties, as committee representatives, will be without loss of pay.

- d) The University recognizes and acknowledges the right of employees to be informed about hazards in the workplace, to be provided with appropriate training, and the right to refuse unsafe work consistent with the *Ontario Occupational Health and Safety Act R.S.O as amended June 2011*.
- e) The University will provide (at no cost to the Members) and Members will wear, appropriate protective clothing and/or other devices, which the University deems necessary, to protect Members from workplace injury or hazard.
- f) Members, whose job, as determined by the University, requires the wearing of prescription safety glasses, will be entitled, once every two years, to CSA approved prescription safety glasses. Cost of such CSA, approved glasses shall be paid by the University. Authorization forms for purchase are provided through the Environmental Health and Safety Office.

26.02 The University agrees to pay the cost for Level 1 and Level 2 certification as provided by the Worker's Health and Safety Centre (WHSC) or by the University of Guelph for representative(s) on both the Central and Local Joint Health and Safety Committees.

26.03 The Bargaining Unit shall be entitled to meet with representatives of the University to discuss health and safety concerns raised by Members of the Bargaining Unit and not addressed in a timely manner at the Central Joint Health and Safety committee.

26.04 The University and the Bargaining Unit will recognize the International Day of Mourning, April 28<sup>th</sup>, for workers killed or injured on the job on such date officially established each year, and in recognition, develop and publish proclamation respecting the above.

26.05 Upon submission of a receipt for CSA approved safety footwear, the University shall provide once annually with no carry-over provision, a safety shoe subsidy in the amount of \$180.00 for the purchase of safety shoes.

26.06 Work Clothing for Agricultural, Technical, & Research Members: The current Departmental practices with regard to the issuance of work clothing will continue. Seasonal issue clothing will be provided based on the activities of the work unit.

Where disagreements arise related to the issuance of work clothing, the Parties shall utilize the Joint Relations Committee, where necessary, to discuss and resolve these matters. The Parties may utilize dispute resolution mechanisms to settle disagreements.

**26.07 Joint Return to Work Committee:**

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

- 26.08 When the return to work of a Member whose injury or illness has resulted in complex or complicated return to work conditions or restrictions, there shall be a meeting between the Parties to discuss the early and/or safe return to work of the Member.
- 26.09 The Committee shall be comprised as follows:
- a) Up to three (3) Members from the Bargaining Unit;
  - b) Up to three (3) Members from the University
- 26.10 It is understood that meetings of the Joint Return to Work Committee will be held during regular University working hours at no loss of pay to Committee Members.
- 26.11 The Parties further agree that should a disagreement arise as to whether a position is suitable for the returning Member, the Committee will utilize the WSIB Return to Work mediation process or the grievance procedure outlined in the Collective Agreement where such illness or injury is not work related.
- 26.12 The Committee will work to resolve case-specific return-to-work issues. Either Party to the Committee may request the assistance of the Members' Supervisor and other resources (both internal and external) to assist them.
- 26.13 **Violence-Free Workplace:**
- 26.14 The University and the Bargaining Unit shall work together in the interest of achieving a Violence-Free workplace.
- 26.15 Workplace violence is defined as any incident in which a Member is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace in accordance with the University's Workplace Violence Prevention Program.
- 26.16 It is expected that Members or the Bargaining Unit on their behalf will report incidents of workplace violence to their immediate supervisor or, as appropriate, the next level of supervision (and/or, Campus Police, or designated security at the regional campuses, as specific circumstance dictate) and, as necessary, file an incident report detailing the incident including any directly related damage to property. Such reported incidents will be investigated by the University. The outcome of such investigation will be communicated to the Bargaining Unit.
- 26.17 The Parties agree that information and training with respect to workplace violence is essential in promoting a safe and security conscious work environment and will work jointly to continue to enhance efforts in this regard.

## **Article 27: Redundancy**

- 27.01 When it becomes necessary to reduce staff, such reductions will be handled in a fair and equitable manner. In the event the University declares the need to make a position redundant or the need to lay-off Members within the bargaining unit, the Director of Staff

Relations shall provide the Bargaining Unit and Member(s) with no less than twenty (20) days' notice of the to the proposed redundancy.

- 27.02 The University will not declare a position redundant in order to create multiple Part-Time positions.
- 27.03 Where the position being declared redundant is not unique in the college, directorate or worksite, the University will draw up a list of Members occupying positions within the same wage band by the seniority date in the bargaining unit. Part-Time, Temporary Full-Time and probationary Members will be declared redundant first, where such displacement satisfies the need for the reduction. The Member with the least seniority in the affected college or directorate will receive notice of the proposed redundancy.
- 27.04 During the twenty (20) day notice period the University and the Bargaining Unit shall meet to discuss the following:
- a) Identify and propose possible alternatives to proposed lay-offs and/or position redundancy;
  - 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 temporary acting assignments or secondments that could be performed by bargaining unit Members who have had their position declared redundant or Members who are or would otherwise be laid off.
- 27.05 A Member whose position has been declared redundant shall have a letter of notice issued to them outlining their options. Members must select one of the options within fifteen (15) days of receipt of their notice letter.
- a) Receive an enhanced voluntary termination payment in lieu of notice equal to one (1) month of pay per year of service to a maximum of fifteen (15) months, plus one (1) week of pay for each additional year of service beyond fifteen (15) years to a maximum payment of eighteen (18) months. It is understood that should a Member elect to receive this payment, the Member relinquishes all rights under this procedure and such Member shall be considered to have terminated her/his employment with the university. This enhanced voluntary termination payment does not remain available beyond the fifteen (15) day period; or
  - b) Accept a direct assignment to an equivalent vacant permanent position; or
  - c) Accept an available temporary assignment or secondment while maintaining consideration for primary placement in an equivalent permanent position.
- 27.06 Members who work in a secondment or temporary assignment shall receive their regular rate of pay for the duration of the secondment or temporary assignment.
- 27.07 Equivalent permanent vacancies, secondments and temporary assignments within a forty (40) kilometer radius of the affected Member's present work location, will be considered for purposes of transfer. With mutual consent, the affected Member may be transferred

to an equivalent vacant position beyond a forty (40) kilometer radius of the Member's present work location.

- 27.08 A Member who refuses an offer of an equivalent permanent position, secondment or temporary assignment will be deemed to have voluntarily abandoned his or her employment at the University and shall receive three weeks per year of service to a maximum of twelve (12) months.
- 27.09 If no temporary or secondment assignments have been identified by the end of the twenty (20) day notice period, the University will give the identified Member notice of impending lay-off in accordance with the following scale:

Years of Service	Amount of Notice
Up to four (4) years of service	one (1) month
Four (4) & five (5) years of service	two (2) months
Six (6) & seven (7) years of service	three (3) months
Eight (8) & nine (9) years of service	four (4) months
Ten (10) to Fourteen (14) years of service	five (5) months
Fifteen (15) or more years of service	six (6) months

- 27.10 Notwithstanding Article 27.09, when a Member has not been able to find a new position and has not refused an offer of an equivalent permanent position, secondment or temporary assignment, the bumping procedure may be used as a last resort at the initiation of the Member.
- 27.11 A Member who proceeds to lay-off from the University will have recall rights for a period of twenty-four (24) months commencing on the actual date of lay-off.
- 27.12 **Bumping:**
- a) As a last resort, the Member may choose to bump. The exercise of seniority is limited to a forty (40) kilometer radius of his/her current work location. For the exercise of seniority the Woodstock Research station is deemed to fall within a forty (40) kilometre radius of Guelph.
  - b) If the process described above has been unsuccessful, and the affected Member elects to exercise his/her seniority, then the Member with the least seniority within the wage band affected will be displaced from his/her Department. If the Member is incapable of performing the job occupied by the most junior Member, they will be assigned to the job occupied by the next most junior Member within his/her wage band, provided they are capable of performing the job.
  - c) The Member displaced from his/her Department will be eligible, seniority permitting, to displace within his/her wage band the most junior Member working elsewhere within his/her college or directorate. If the Member is incapable of performing the job occupied by the most junior Member, they will be assigned to the job occupied

by the next most junior Member within his/her wage band, provided they are capable of performing the job.

- d) The Member displaced from his/her college or directorate will be eligible, seniority permitting, to displace within his/her wage band the most junior Member working elsewhere within the University. If the Member is incapable of performing the job occupied by the most junior Member, they will be assigned to the job occupied by the next most junior Member within his/her wage band, provided they are capable of performing the job.
- e) The last Member displaced (resulting from b, c, and d above), will be eligible, seniority permitting, to displace (as outlined above) the most junior Member within his/her wage band and subsequently the next lower paid wage band, provided they are capable of performing the job.

27.13 Members who are on notice of lay-off from the University are to report to their Human Resources Consultant, Human Resources Directorate, so that Members' resumes and skills portfolios can be reviewed and updated.

27.14 The Members notified of impending lay-off will meet with the Manager, Total Compensation or designate so that they may be advised of their benefits status and their rights.

27.15 During the period of lay-off, a Member may continue to participate in the major medical, life insurance, and dental portions of the benefits plan. Participation in the Long-Term disability plan, and in the pension plan, will be suspended until the Member's return to work. The University will continue to contribute its normal portion of the total cost of the benefits plan for which such Member is eligible for a period of up to 4 months following the date of lay-off. Should the lay-off continue for more than 4 months, the Member may continue to participate in the benefits program provided the Member pays the total cost of the plans for which they are eligible. If the Member has not submitted payment for benefits participation by the end of the month for which the Member had benefits coverage, the Member shall be deemed to have ceased participation in the benefits program. Sick leave entitlement will be discontinued during the period of lay-off. Vacation credits shall accumulate to the end of the month during which the lay-off occurs. Outstanding accumulated vacation credits will be liquidated in accordance with normal University policy.

27.16 Credited service for pension purposes will not be earned during the lay-off period. (Pension contribution refunds will be made only if employment terminates.)

**Recall:**

27.17 When a vacancy occurs, a Member laid off from the University will be the first eligible, seniority permitting, to fill that vacancy provided they are capable of performing the requirement of the position.

- 27.18 When a vacancy occurs within a college or directorate, the Member laid off will be the first eligible, length of service/seniority permitting, to fill that vacancy provided they are capable of performing the requirements of the position.
- 27.19 Notice of recall from lay-off for any position shall be sent by registered mail to the Member's last known address. If the Member fails to report for work within seven calendar days from the notice of return to work, the individual will be deemed to have terminated their employment. It is the Member's responsibility to notify Human Resources of any changes of address.

## Article 28: Compensation

### Payment of Wages:

- 28.01 Members shall be paid in accordance with the Wage Grid attached in Appendix A.
- 28.02 Wages for Full-Time Members 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 the overtime earned and the deduction of unpaid absences during the immediately preceding pay period.
- 28.03 Payment of Full-Time wages is made every second (2<sup>nd</sup>) Thursday of assumed earnings to and including that day modified as indicated in Article 28.01 above.
- 28.04 Wages for Part-Time Members are calculated on hourly rates over two (2) weeks ending on a Thursday.
- 28.05 Payment of Part-Time wages is made every second (2<sup>nd</sup>) Thursday one week following worked hours.
- 28.06 Notification of changes in the above procedure will be given to Members and to the Bargaining Unit before being put into effect.
- 28.07 **Incremental Adjustments:**
- a) Regular Full-Time, Temporary Full-Time and Continuing Limited-Term Members will progress to their appropriate incremental level based upon Service Review Date (the length of service within their current wage band) and based upon performance as follows:

Level	Length of Service
Level 1	Entry level
Level 2	Upon completion of 6 months or the completion of probationary period
Level 3	Upon the completion of 12 months
Level 4	Upon the completion of 24 months
Level 5	Upon the completion of 36 months
Level 6	Upon the completion of 48 months
Level 7	Upon the completion of 60 months

- b) Part-Time Member will progress to their appropriate incremental level based on actual hours worked and based upon performance in accordance with the table above. For clarity, a period of twelve (12) months for the purpose of part-time members shall be defined as having completed 1820 working hours, and so on.
- 28.08 On initial appointment, a new Member's starting wage will be determined by the hiring Department in consultation with Human Resources. New Members will normally enter at Level 1. In exceptional cases, a request may be made by the hiring Department to the Associate Vice-President, Human Resources or designate, for a new Member 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 Member may be hired above Level 3.
- 28.09 Adjustments to Level 2 will be made upon the successful completion of the probationary period of new Members entering at Level 1. For new Members entering above Level 1, the normal probationary increase will not apply. If a Member enters at a level greater than 1, progression to subsequent levels will be on the completion of each twelve (12) months of service.
- 28.10 A Member will normally be awarded one (1) incremental increase on her/his Service Review Date. In exceptional cases of superior performance a Member may be awarded two (2) incremental increases on her/his Service Review Date subject to the approval of the Associate Vice-President, Human Resources or Designate.
- 28.11 Adjustments made by the University under provisions 28.08, 28.09 and 28.10 shall be at the sole discretion of the University and shall not be subject to the grievance procedure.
- 28.12 Adjustments beyond Level 2 may be withheld on the basis of performance. In such cases, the Associate Vice-President, Human Resources or designate must be satisfied as to the validity of reasons for withholding adjustments and the Member concerned must be informed in writing with a copy to the Bargaining Unit President as to why the increase is withheld and the improvements in performance that are expected. Grievances arising out of this Article will be subject to the normal grievance procedure.
- 28.13 Level 7 will be the job rate to be reached normally at the completion of sixty (60) months within the wage band.
- 28.14 **Promotion or Reclassification:**
- a) Members who successfully compete and are promoted to a higher wage band through the job competition process, will enter at no less than Level 2 of the new wage band and/or no higher than five percent (5%) above the Member's previous wage unless this does not put the Member on a defined level, in which case the wage will be moved to the next higher level. In unusual circumstances and with the approval of the Associate Vice President, Human Resources or designate, a Member may enter at a higher level. Any such exceptions will be based normally on prior experience.

- b) When an Member's current job fact sheet is reclassified up by one (1) wage band, the following will occur:
  - i) the Member's current hourly rate will be carried forward to the new wage band;
  - ii) in cases where the Member's hourly rate falls between defined levels, then the hourly rate will be adjusted up to the next higher level;
  - iii) in cases where the Member's hourly rate exceeds job rate of the new wage band, no adjustment will occur.
- c) When a Member's current job fact sheet is reclassified up by two (2) or more wage bands, the process outlined in a) above will occur.

**28.15 Demotion:**

- a) In cases of disciplinary demotion, reduction in strength, or reclassification to a lower level through the Joint Job Evaluation process, a Member will retain his/her previous wage provided such wage is less than or equal to the maximum of the new wage band. It is understood that if a Member's hourly rate falls between the defined levels in the new wage band, no adjustment to the hourly rate will occur. On the Member's next service review date, they will be eligible to move to the next higher level if available.
- b) In cases of voluntary demotion, the Member will enter the new range at a level no higher than Level 7.

28.16 If a Member has, in addition to the English language, a language facility which is a normal part of the job requirement and such facility is regularly used, a language bonus in the amount of twelve dollars (\$12.00) per additional language per week will be paid. The determination of such payment will be at the sole discretion of the University. Positions at Campus d'Alfred are excluded from this provision. Those positions where the additional language requirement has been included in the job fact sheet and form part of the job evaluation rating are not eligible for this provision.

28.17 Scheduled increases to the Wage Grid (Appendix A) shall be as follows:

- a) May 1, 2016 – 1.50%
- b) May 1, 2017 – 1.95%

**Acting Pay:**

28.18 A Member 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) shifts shall be paid a premium of five percent (5%) of her/his basic rate of pay or the minimum of the wage band for the work which s/he is performing whichever is greater for the period during which s/he fulfils the duties of the position in the higher wage band. In cases where this is less than the minimum of the wage band for the new position, the rate of pay may




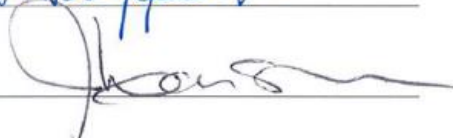
range from five percent (5%) of the Member's current wage to the minimum of the acting wage band.

### Article 29: Duration of Collective Agreement


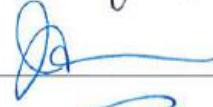



29.01 This Collective Agreement shall continue in effect until April 30<sup>th</sup> 2018 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies in writing, not less than thirty (30) calendar days or more than sixty (60) calendar days prior to the expiration date that it desires to amend this Collective Agreement.

Signed this 5<sup>th</sup> day of April, 2016 at Guelph, Ontario.

On behalf of the University of  
Guelph

  
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On behalf of OSSTF/TARA

  
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## Appendix A: OSSTF/TARA Wage Grid – May 1, 2016 to April 30, 2018

May 1/16

1.50% Increase

Band	Job Rate							Maximum
	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	
1	16.32	17.13	18.22	19.31	20.40	21.21	22.08	22.73
2	18.24	19.17	20.38	21.62	22.80	23.73	24.69	25.43
3	20.21	21.19	22.57	23.90	25.24	26.25	27.28	28.12
4	22.14	23.23	24.74	26.22	27.66	28.77	29.94	30.83
5	24.09	25.29	26.90	28.51	30.10	31.32	32.59	33.52
6	26.00	27.35	29.05	30.83	32.51	33.82	35.17	36.22
7	27.93	29.37	31.18	33.09	34.91	36.33	37.77	38.91
8	29.86	31.37	33.33	35.35	37.36	38.84	40.41	41.63
9	31.82	33.39	35.54	37.66	39.81	41.39	43.05	44.32

May 1/17

1.95% Increase

Band	Job Rate							Maximum
	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	
1	16.64	17.46	18.58	19.69	20.80	21.62	22.51	22.73
2	18.60	19.54	20.78	22.04	23.24	24.19	25.17	25.43
3	20.60	21.60	23.01	24.37	25.73	26.76	27.81	28.12
4	22.57	23.68	25.22	26.73	28.20	29.33	30.52	30.83
5	24.56	25.78	27.42	29.07	30.69	31.93	33.23	33.52
6	26.51	27.88	29.62	31.43	33.14	34.48	35.86	36.22
7	28.47	29.94	31.79	33.74	35.59	37.04	38.51	38.91
8	30.44	31.98	33.98	36.04	38.09	39.60	41.20	41.63
9	32.44	34.04	36.23	38.39	40.59	42.20	43.89	44.32

Signed this 5<sup>th</sup> day of April, 2016 at Guelph, Ontario.

On behalf of the University of  
Guelph

  
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On behalf of OSSTF/TARA

  
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## **Appendix B: Self-Funded Leave**

The University of Guelph agrees to provide a self-funded leave plan for Regular full-time Members. If you are eligible, the plan gives 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 thirty-three and one-third percent (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 (3) years at seventy-five percent (75%) of your normal salary. The remaining twenty-five percent (25%) would be deposited in an interest-bearing account. In year four (4), you would go on leave and receive the amount set aside in the previous years. (In this case, seventy-five (75%) of annual salary).

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

### **TERMS AND CONDITIONS**

#### **Eligibility**

The plan is available to regular full-time Members of the Bargaining Unit (employee classification code B), eighteen (18) 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, Director or Vice-President for review. The self-funded leave will be granted only if, in the opinion of the department supervisor, the job can be adequately filled in your absence. If approved, the application will then be forwarded to the Associate Vice-President, Human Resources for implementation.

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

#### **Salary Deferral**

The amount of salary to be deferred in any one (1) year may not exceed thirty-three and one-third percent (33-1/3%) of your annual salary. The deferred salary will be held in a separate

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

During the leave, you may not be employed by the University of Guelph 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 forty percent (40%) of your annual salary and have chosen to take a six (6) month leave, the deferred amount will be paid to you in equal instalments over six (6) months (your normal salary from the University will cease for the duration of your self-funded leave).

### **Return from Leave**

Upon returning from your leave of absence, you have the right to return to the same or equivalent position you held prior to going on leave of absence without loss of salary or length of service.

Your vacation and sick leave balance that has accumulated before your leave will be reinstated.

### **Cancellation of Leave**

Members 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 (3) months before the date of the scheduled leave. Your department supervisor and the Associate Vice-President, Human Resources must be informed in writing of your intention to withdraw from the plan. On leaving the plan, you will receive the amount of salary accumulated (less tax) plus any interest not already paid. Withdrawal from the plan will not prevent you from reapplying at a later date.

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

## **BENEFIT COVERAGE**

### **During the Salary Deferral Period**

- You will continue to contribute to the Pension Plan based on your full (100%) salary.

- Income Tax and both employee and employer Canada Pension Plan contribution will be based on your reduced salary.
- Unemployment 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 length of service will accumulate as if you are receiving 100% of salary.

### **During the Leave Period**

- You will continue to contribute to the Pension Plan on full 100% salary.
- Income Tax and both employee and employer Canada Pension Plan contributions will be deducted from the deferred salary payments.
- Unemployment Insurance premiums will not be deducted from the deferred salary payment as the leave period is not a period of employment for purposes of Unemployment Insurance (Unemployment, Sickness, Adoption, Maternity and Parental Leave). The period of leave may hinder your eligibility for Unemployment 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 of 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


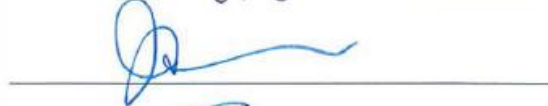
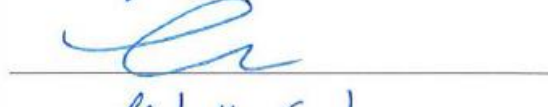


initiated by the University will reduce the benefits accruing to you if you are enrolled in the plan at the time of the amendment.

Signed this 5<sup>th</sup> day of April, 2016 at Guelph, Ontario.

On behalf of the University of  
Guelph

On behalf of OSSTF/TARA

## **Memorandum of Understanding #1: Job Evaluation**

The Parties agree that a job evaluation system and tools designed to evaluate the positions within the OSSTF/TARA Bargaining Unit would be beneficial to the University and the Members of the bargaining unit.

The Parties agree to form a Job Evaluation Review Committee comprised of six (6) Members; three (3) selected by the University and three (3) selected by the Union. Both Parties can be assisted by an external resource at their own expense. The committee will review the current program and tools and modify the program to measure the job requirements of the bargaining unit. Decision will be made by consensus. Terms of reference, a timeline and project plan will be developed at the first committee meeting. The Parties agree to commence meeting within one hundred and twenty (120) days of finalizing language changes to the Collective Agreement.

Job Evaluation for new positions, vacant positions, reclassification requests and appeals will continue under the current job evaluation program and transition over to the new program when it has been finalized and tested.

### **CURRENT UNIVERSITY OF GUELPH - OSSTF/TARA GROUP JOB EVALUATION COMMITTEE MANDATE**

Reporting to the OSSTF/TARA Job Evaluation Steering Committee, the mandate of the Job Evaluation Committee is to evaluate the jobs according to the gender neutral comparison system used by the OSSTF/TARA Job Evaluation Committee for the purpose of achieving and maintaining Pay Equity as required under the Pay Equity Act. Jobs which are within the Committee's mandate to evaluate are those jobs which are described as University of Guelph OSSTF/TARA Group. This shall include review of all Regular Full-Time positions, Continuing Limited-Term and Temporary Full-Time positions of greater than one (1) year duration.

### **CONDUCT**

Members of the Job Evaluation Committee will be responsible for ensuring the confidentiality and integrity of the job evaluation process. Deliberations by the Committee are to be held confidential and all Members are expected to stand behind the Committee decision. Members shall not use their particular knowledge to their own advantage or the advantage of anyone else.

In addition, when submitting a job fact sheet for review the Department and/or College and/or Directorate should outline the 'significant' changes in the duties of the submitted job.

### **COMPOSITION**

The Committee shall be comprised of three (3) OSSTF/TARA Members and three (3) University Representatives. The Committee will not have Members of either the OSSTF/TARA Executive Committee or the Human Resources Professional Managerial Staff acting as representatives in the job evaluation process.

There shall also be a provision to add three (3) alternate Members from each of the two (2) respective Parties. The alternates will receive the appropriate job evaluation training and will be

available to attend Committee meetings in the event that one (1), or more, of the representatives is unavailable.

Members are to be appointed for a two (2) year term. Members are selected by the OSSTF/TARA Executive and Human Resources jointly. One (1) OSSTF/TARA Member and one (1) University representative from the Committee will turn over each year. Membership will vary during the initial three (3) years of the existence of the Committee.

The Committee will be responsible for appointing a Chair from its Members as well as a recording secretary (the appointment of Chair and Secretary may be done on a rotating basis).

### **PROCESS**

It is expected that all Members of the Committee will attend scheduled meetings. It will be the responsibility of the Human Resources Directorate to schedule meetings according to volume and the urgency of the outstanding workload. The Job Evaluation Coordinator will act as an ex-officio non-voting Member who acts as a resource person to and coordinator for the committee. Decisions of the Job Evaluation Committee will be by consensus and no decisions will be made unless quorum is present.

A quorum will consist of four (4) Members, two (2) from each party. In the event that the Job Evaluation Committee is unable to achieve consensus, the issue will be resolved by the Job Evaluation Steering Committee.

Should additional information or clarification be necessary it will be collected from the OSSTF/TARA Member and/or her/his Supervisor. The Committee as a whole shall have access to the Member and/or her/his Supervisor(s) for the purpose of interviews.

Either party shall have the right to have the assistance of non-committee representatives but such persons shall not act as Members of the Committee. Further, only with the consensus of the Committee, may such a representative attend a Job Evaluation Committee meeting.

After review by the Steering Committee, the Human Resources Directorate shall be responsible for communicating the results of the job evaluation to the Member and to her/his Department. The information will include whether or not there was a change in the band placement, (up or down), and a brief statement describing how each factor was evaluated.

### **ATTENDANCE AT MEETINGS**

The University will permit all Committee Members to attend all agreed upon meetings and training and educational sessions during working hours with no loss of pay. If at all possible, meetings for the committee will be scheduled on committee Members' work days.

### **JOB EVALUATION STEERING COMMITTEE MANDATE**

- a) To be responsible for and to participate in educating OSSTF/TARA Members of the University of Guelph about the job evaluation process.
- b) To be responsible for the composition of the OSSTF/TARA Job Evaluation Committee based on recommendations from the OSSTF/TARA Job Evaluation Steering Committee, the OSSTF/TARA Executive Committee and the Human Resources Directorate.

- c) To be responsible for ensuring the confidentiality and integrity of the job evaluation process by the Members of both the OSSTF/TARA Job Evaluation Steering Committee and the OSSTF/TARA Job Evaluation Committee.
- d) To be responsible for and oversee the functioning of the OSSTF/TARA Job Evaluation Committee.
- e) To design appeal and reclassification procedures and to deal with any other issues that may arise regarding job evaluation.
- f) To review the results of the OSSTF/TARA Job Evaluation Committee decisions and recommend classifications and re-classifications to the University and to refer back to the OSSTF/TARA Job Evaluation Committee anomalies for clarification.
- g) To bring questions or concerns to the OSSTF/TARA Executive, when necessary.

### **COMPOSITION**

The Committee shall be comprised of three (3) OSSTF/TARA Members and three (3) University representatives as selected by the OSSTF/TARA Executive and Human Resources. The Job Evaluation Coordinator will act as an ex-officio non-voting Member who acts as a resource person to and coordinator for the committee.

The Committee will be responsible for appointing a Chair from its Members as well as a recording Secretary (the appointment of Chair and Secretary may be done on a rotating basis). All minutes of the meetings are to be sent to the President of the OSSTF/TARA on a timely basis.

### **PROCESS**

The Human Resources Directorate will provide training and education of all Steering Committee Members.

The Committee will reach decisions by consensus and all deliberations are to remain confidential within the committee. Where there is evidence of inappropriate conduct including a breach of confidentiality by any Steering Committee or Job Evaluation Committee Member and the matter is brought to the attention of the Steering Committee the matter will be reviewed and if found to be accurate and true will result in remedial action. Such remedial action could be:

- removal from the committee
- cannot sit on either of these committees in the future

The Committee shall meet as required to review the results of the Job Evaluation Committee and to endorse and to recommend to the University the classification of the new positions as well as reclassification of existing positions, to question and refer anomalies to the Job Evaluation Committee for explanation and to advise the respect to the Pay Equity Plan.

After review by the Steering Committee, the Human Resources Directorate shall be responsible for communicating the results of the job evaluation to the Member and to her/his Department. The information will include the factors that increased and/or decreased, whether the overall result was an increase or a decrease in points, and the effect if any on the classification.

**ATTENDANCE AT MEETINGS**


The University will permit all Committee Members to attend all agreed upon meetings and training and educational sessions during work hours with no loss of pay. If at all possible, meetings for the committee will be scheduled on committee Members' work days.

**LENGTH OF TERM ON COMMITTEE**

Members are to be appointed for a two (2) year term. Members are elected by the OSSTF/TARA Executive and Human Resources jointly. One (1) OSSTF/TARA and one (1) University representative from the Committee will turn over each year. Membership will vary during the initial three (3) years of the existence of the Committee.

Signed this 5<sup>th</sup> day of April, 2016 at Guelph, Ontario.

On behalf of the University of  
Guelph


On behalf of OSSTF/TARA



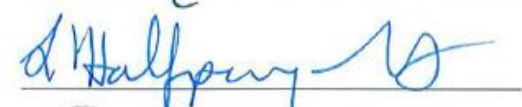
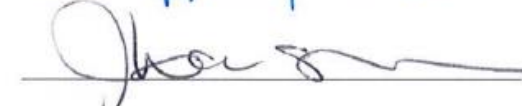
  
  
  
  


## Memorandum of Understanding #2: Fitness


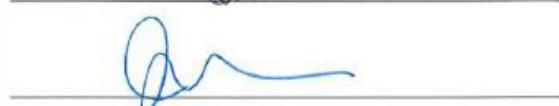



The University agrees on a one-time only basis during the life of this Collective Agreement, to reimburse OSSTF/TARA Members at seventy-five percent (75%) of the cost of enrolment and participation in one of the offerings available under Nutrition Services, Fitness Services or Fitness Testing Services at the University of Guelph Health and Performance Centre or enrolment in the "Weight Watchers" ten (10) week or fourteen (14) week or twenty (20) week "At Work Program" (one program only).

Signed this 5<sup>th</sup> day of April, 2016 at Guelph, Ontario.

On behalf of the University of  
Guelph

  
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On behalf of OSSTF/TARA

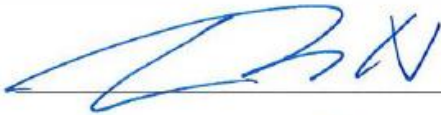


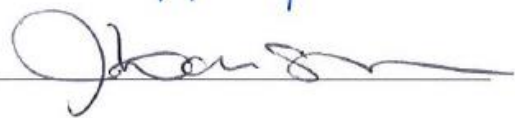
  
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### Memorandum of Understanding #3: Application of Short Term Disability Benefits


Within sixty (60) days of the ratification of this Collective Agreement, the parties will meet to discuss how illness and injury resulting from domestic violence, mental health, or other person crises situations is administered under Short Term Disability Benefits.

Signed this 5th day of April, 2016 at Guelph, Ontario.

On behalf of the University of  
Guelph

  
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On behalf of OSSTF/TARA

  
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## Memorandum of Understanding #4: Pension

The University shall provide the Union with notice of any and all Pension Plan text amendments made to the Retirement Plan and Non-Professional Plan which directly impact Members of the bargaining unit.

The University shall also provide the Union with a copy of the Pension Plan Actuarial Valuation, the financial statements, the annual investment returns (AIR's) and any other relevant information provided to the regulatory authorities (FSCO, et al). It is agreed that when this information is made publically available on the University's website then a link will be provided in lieu of a hard copy.

### CONTRIBUTION RATES:

The following contribution rates are for TARA Members in the Retirement Plan:

#### Table of Proposed Contribution Rates:

Effective Date:	May 1, 2015	May 1, 2016	May 1, 2017
Below YMPE	6.91%*	7.36%**	7.80%**
Above YMPE	8.25%*	8.70%**	9.14%**

\* These are the current pension contribution rates for OSSTF/TARA

\*\*The rates listed above are established as maximum member contribution rates under this agreement. The Employer contributions will continue to be determined by the Plan Actuary, but in no case shall be less than the member contributions. Precise determination of any adjustments to member contribution rates will be made by the Plan Actuary with due consideration being given to the importance or recognizing earnings below and above the YMPE.

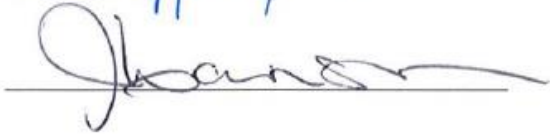
Furthermore, the University and the Union agree in principle to a negotiated framework for the sharing of Normal Actuarial Cost of the Retirement Plan through collective bargaining. In addition, members of the Non-Professional Plan will pay the same rates. Under this framework, should the most current valuation report for the Retirement Plan filed prior to May 1, 2015 show an increase in the University's Normal Actuarial Cost to a level above 100% of the member contribution rates specified above, the University will meet with the Union to review the applicable valuation results including support for the Normal Actuarial Cost increase. This review will include documentation prepared by the Plan's Actuary who certified the new Normal Actuarial Cost requirements in respect of OSSTF/TARA District 35 members, including a summary of the underlying OSSTF/TARA District 35 membership data used to prepare the valuation results.

Pending such certification of results by the actuary, member contribution rates will increase sufficient to fund 50% of that portion of the University's Normal Actuarial Cost above 100% of the member contributions at the time of the valuation. Under this calculation member

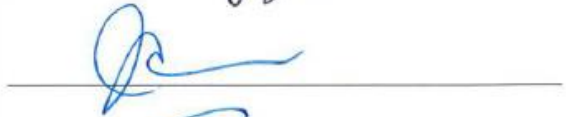
contributions will be subject to a maximum increase of 0.45% to be implemented May 1, 2016 and 0.44% on May 1, 2017 respectively.

Signed this 5th day of April, 2016 at Guelph, Ontario.

On behalf of the University of  
Guelph



On behalf of OSSTF/TARA



## Memorandum of Understanding #5: Essential Positions During a Labour Disruption

The University and the Union agree that proper care of research animals and crops will be maintained by the Members of the bargaining unit the event of a strike or lockout in the course of the current Collective Agreement or its continuance.

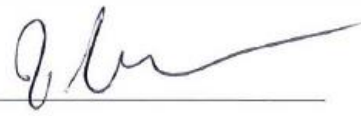
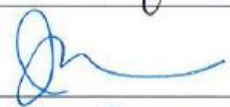


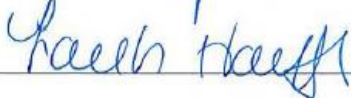
If possible, at least ten (10) working days before the commencement of a strike or lockout, the employer will designate and identify a number of positions which it deemed sufficient to provide for continuous proper care of animals and crops during the strike or lockout. A list of positions will be delivered to the Union, and the Parties. The Parties agree to form a committee of not more than four (4) representatives from the Bargaining Unit and four (4) representatives from the University who will meet, and identify and agree upon the number of positions which will be deemed sufficient to provide continuous proper care of the animals and crops during a strike or lockout. In the event of a dispute the parties shall name a mediator to assist in resolving the disagreement.

Signed this 5<sup>th</sup> day of April, 2016 at Guelph, Ontario.

On behalf of the University of  
Guelph

  
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On behalf of OSSTF/TARA

  
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## Memorandum of Understanding #6: Work Clothing for Agricultural, Technical and Research Members

The Parties recognize that the current practice around work clothing for agricultural, technical and research Members is inconsistent across the various worksites.


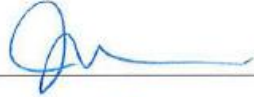



The Parties agree to utilize the Joint Relations Committee to address any concerns during the term of the Collective Agreement around work clothing

Signed this 5<sup>th</sup> day of April, 2016 at Guelph, Ontario.

On behalf of the University of  
Guelph

On behalf of OSSTF/TARA




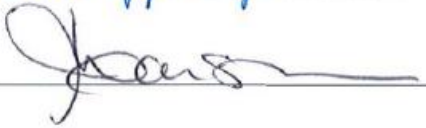
  
  
  
  


## Memorandum of Agreement #1: Level of Benefit Entitlements

Further to the Collective Agreement between the University and OSSTF/TARA it is agreed that the level of entitlements for the benefits indicated Article 22.01 and 22.14 will be maintained at no less than the current levels for the term of this Collective Agreement.

Signed this 5<sup>th</sup> day of April, 2016 at Guelph, Ontario.

On behalf of the University of  
Guelph

  
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On behalf of OSSTF/TARA




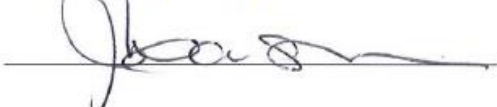

  
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## Memorandum of Agreement #2: Safety Boots

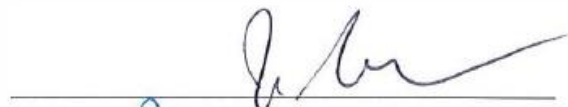

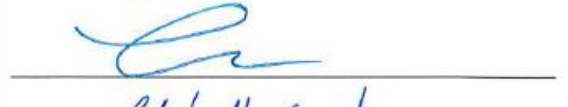


Further to the application of Article 26.05, if a member's safety foot wear becomes damaged through normal wear and tear, they may request replacement outside of the timelines. The determination of the severity of the wear and tear shall be at the discretion of the member's immediate supervisor and reimbursement for new safety footwear, up to the maximum allotted for in Article 26.05 shall be provided for out of the departmental budget. This Letter will remain in full force during the term of this Collective Agreement.

Signed this 5<sup>th</sup> day of April, 2016 at Guelph, Ontario.

On behalf of the University of  
Guelph

On behalf of OSSTF/TARA

## Memorandum of Agreement #3: Campus/Facility Closure

Memorandum of Agreement

Between

The University of Guelph ("University")

And

The Ontario Secondary School Teachers Federation, District 35 TARA ("Union")

Together known as the "Parties"

### Closing of a Research Facility or Campus

Whereas the University may determine the closing of a Research Facility or Campus; and

Whereas the parties recognize that closing a Research Facility or Campus requires an orderly and fair process for the employees affected; and

Whereas the parties are committed to ensuring a fair and orderly process; and

Whereas the parties have previously successfully negotiated an amicable closing agreement in respect of the closure of Kemptville Campus and Campus D'Alfred

Therefore the parties agree as follows:

- 1) In the event that the University determines that it will be closing a Research Facility or Campus, the University shall inform the Union within 30 days prior to the announcement of such closure;
- 2) The parties shall meet within 5 days of the notice being given to discuss and agree on an orderly process to wind down the operation;
- 3) Such a process shall focus on ways to reduce the negative impact on bargaining unit members while ensuring an orderly maintenance of operational and teaching activities and/or research activities;
- 4) Wherever possible the process will be consistent with the principles of the previous agreements between the parties, but not necessarily a limit to what the parties may agree upon;
- 5) The parties may utilize a neutral third party to assist in achieving an amicable agreement

Signed this 5<sup>th</sup> day of April, 2016 at Guelph, Ontario.

On behalf of the University of  
Guelph



On behalf of OSSTF/TARA



W. L. L.

A. Halpern

J. L.

J.

L.

Robert Cooper

Fauntleroy