

# Collective Agreement

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between

**Ontario Public Service Employees Union  
On behalf of its Local 231**

and

**The University of Guelph**

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**Duration: May 1, 2021 – April 30, 2024**



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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Union and to establish and maintain mutually satisfactory working conditions, hours of work, and wages and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The University recognizes the Union as the sole and exclusive bargaining agent with respect to all matters covered by this Agreement for all Special Constables employed by the University of Guelph at Guelph, save and except officers of the rank of\_Sergeant and above.
- 2.02 Supervisory personnel shall not perform the work of bargaining unit employees where such work results in the lay-off of a bargaining unit employee.
- 2.03 Without restricting its right to determine the methods by which services are to be provided and in order to exercise its right to operate in an efficient and economical manner, it is agreed that employees within the bargaining unit shall not be laid off as a direct result of the University contracting out work which is normally performed by employees within the bargaining unit.
- 2.04 No arrangements are to be made between the management and members of OPSEU Local 231 which are inconsistent with the provisions of this Agreement.
- 2.05 By the nature of their duties and by their solemn oath, all persons employed as Special Constables covered under the terms of this Agreement are bound faithfully to perform their duties subject to the Agreement between the University of Guelph and Guelph Police Services. The parties to this Collective Agreement agree that it will not limit or impair the continuing faithful performance of such duties by the Special Constables.

### **DEFINITIONS**

- 2.06 "Employee" means an employee of the University of Guelph included in the bargaining unit defined in Article 2.01.

- 2.07 "Day" means a working day in the University's Human Resources Division unless otherwise specifically stated. For clarity, a day shall not include Saturdays, Sundays and statutory holidays.
- 2.08 "Regular hourly rate" means an amount calculated by dividing annual salary by 2080, or 2088 in the case of a leap year.
- 2.09 "Seniority" as referred to in this Agreement shall mean length of continuous service with the University of Guelph from a member's initial date of hire as a Special Constable within the Guelph Campus Safety Office Division. Seniority shall be applied on a bargaining unit wide basis.
- 2.10 "Member" shall mean a member of OPSEU Local 231.
- 2.11 "Union Steward" shall mean any active member of OPSEU Local 231 who has completed their probationary period and has been elected or appointed to act and/or make decisions on behalf of the Union.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 The University and the Union agree that there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practised by the University, the Union or their respective representatives because of membership/non-membership or activity/non-activity in the Union.
- 3.02 The Employer, employees and the Union agree to conduct their affairs in accordance with the *Ontario Human Rights Code* and agree that there shall be no discrimination, restraint, intimidation, harassment or coercion practised or permitted by the Employer or the Union or any of their representatives against any employee because of sex, sexual orientation, gender identity, gender expression, age, marital status, family status, disability, race, colour, creed, record of offences (unless the record of offence is a reasonable and bona fide occupational requirement due to the nature of the job), place of origin or ethnic origin, ancestry, citizenship, or receipt of public assistance.
- 3.03 The University, the Union and the employee agree that there shall be no harassment, as defined under the *Occupational Health and Safety Act* as amended by *Bill 168* and/or *Ontario Human Rights Code* respectively, exercised or practised against any employee.

- 3.04 The University, the Union and the employee recognize the duty of accommodation and their respective responsibilities under the Ontario Human Rights Code. The University shall make every reasonable effort to accommodate the needs of employees related to prohibited grounds under the *Ontario Human Rights Code*. All requests for medical accommodation will be managed through the University's Occupational Health and Wellness unit, in accordance with current processes. The University acknowledges the employee's right to request Union representation during the accommodation process.
- 3.05 The University and the Union agree that the achievement of employment equity is desirable, and are therefore committed to equal opportunity in employment for members of historically underrepresented groups.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 OPSEU acknowledges that it is the function of the University to:
- (a) maintain order;
  - (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or lay-off or that an employee has been suspended or discharged without cause may be treated as a grievance as provided under the Grievance Procedure;
  - (c) maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employee; and
  - (d) generally to manage the University and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used to ensure to the extent feasible that employees receive the training deemed necessary by the University to perform their duties as Special Constables, schedules of work and all other matters concerning the University's operation not otherwise specifically dealt with elsewhere in this Agreement.

- 4.02 The University agrees that these functions will be exercised in a manner consistent with the provisions of this Contract.
- 4.03 Each employee shall be given the opportunity to read and to discuss with the reviewing officer any performance evaluation conducted in respect to them.
- 4.04 A copy of an employee's written review, given in any calendar year, must be forwarded to Human Resources for inclusion in the employee's Human Resources file.

## **ARTICLE 5 - DUES DEDUCTION**

- 5.01 The University shall deduct union dues commencing from the first day of employment, from the pay of each employee, starting with the pay period nearest to the effective date of this Agreement, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments.

The University agrees that it will submit a cheque to the Union, not later than the 15<sup>th</sup> day of each month following the month in which dues were deducted. The total amount of such deductions shall be forwarded to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario. The remittance shall be accompanied by a list of names, employee number or a unique identifier, and the amount deducted. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence, and may be either in hard copy or electronic copy.

- 5.02 The University agrees to give each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return.
- 5.03 The Union will advise the Director of Staff Relations in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.

- 5.04 The Union agrees to save the University harmless and to indemnify the University with respect to any claim made against the University arising out of the deduction of union dues as herein provided.

## **ARTICLE 6 - UNION REPRESENTATION**

- 6.01 The Employer agrees to recognize one (1) Chief Steward and two (2) Union Stewards elected or appointed from among the employees in the bargaining unit.
- 6.02 The duty of the Stewards shall be to represent employee(s) and to process grievances or complaints as outlined in the grievance procedure of this Agreement.
- 6.03 The Union will inform the Employer, in writing, of the names of the Stewards and of any subsequent changes and the Employer will not be required to recognize such Stewards until notification from the Union has been received.
- 6.04 The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without first receiving permission from their supervisor. Such permission shall be granted based on operational requirements and shall not be withheld unreasonably. It is understood that operational requirements may require the Steward to return to their regular duties at any time. It is further understood that any cancelled or interrupted meetings would be rescheduled or resumed as soon as possible.
- 6.05 (a) Meetings involving grievances or complaints arising from this Collective Agreement shall be at times agreed to between the Union and the Employer.
- (b) A grievor, a Union Steward, or an employee whose participation is necessary at a meeting arranged between the Employer and the Union who attends such a meeting during his/her normal working hours shall suffer no loss of pay or benefits for time spent attending the meeting. Whenever possible, any such meetings will be scheduled during the working hours of the parties involved. At any such meeting, the grievor



is entitled to be assisted by his/her Steward and a Staff Representative of OPSEU when necessary.

- (c) The University agrees that the Staff Representative of OPSEU may enter the workplace and speak with members of the Union during working hours subject to advanced notice being provided to the Director, Campus Safety Office, Emergency Services and Fire Safety, or their designate. Access to certain areas may be restricted for security and/or privacy reasons.

#### 6.06 **Negotiating Committee**

- (a) The Employer agrees to recognize the Negotiating Committee comprised of a Union Staff Representative and up to three (3) bargaining team representatives who shall be elected or appointed from amongst the employees in the bargaining unit for the purpose of negotiating the Agreement or its renewal. A member of the Negotiating Committee shall suffer no loss of pay or benefits for time spent during their regular working hours negotiating the renewal agreement up to and including conciliation. Should a member of the Negotiating Committee be required to attend negotiations outside of their regular shift schedule, the University will provide the employee with pay at their straight time wage rate for time spent negotiating, up to and including conciliation, to a maximum of eight (8) hours per negotiation date. Either party may utilize additional resource staff as may be required.
- (b) Subject to operational requirements being met, the University agrees to release negotiation team members for the purposes of negotiation preparation. Such release time must first be requested in writing to the Director, Campus Safety Office, Emergency Services and Fire Safety, or their designate, no less than ten (10) calendar days in advance of the leave being taken. The Union will reimburse the University for the cost of all wages and benefits incurred during this leave.

#### 6.07 **Labour/Management Committee**

- (a) It is agreed that a Labour/Management committee will be established with equal representatives of the C Union and of the Employer (Up to three (3) representatives from the Employer and the Union).

- (b) The committee shall meet at the request of either party to discuss the matters of concern at a mutually agreed time. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meeting. The committee shall hold regular meetings in May and November of each year, or at the request of either party. Minutes shall be taken at each labour/Management, including an action plan, and those minutes shall be posted in the workplace.
- (c) Upon notification, unless otherwise agreed to a meeting shall be convened within ten (10) days.
- (d) OPSEU Staff Rep may attend meetings upon request by the Union.
- (e) The purpose of the labour Management Committee is to discuss items of concern to management or employees. The committee shall not have the power to alter, amend or modify the specific terms of the Agreement.
- (f) Employees serving on the Labour/Management Committee shall suffer no loss of pay or benefits for time spent during their normal working hours attending the meeting.

6.08 Employees shall have the right to the assistance of an OPSEU Staff Representative whenever necessary. The Union agrees that the exercise of this right shall not interfere with the Employer's operation.

6.09 **Copies of the Agreement**

The parties agree that within thirty (30) days of ratification, a draft electronic copy of the Collective Agreement will be published on the University's Human Resources website. The University shall make the finalized version of the Collective Agreement available on the Human Resources website as soon as is reasonably practicable thereafter. Where requested, the parties shall cooperate in making the Agreement accessible to employees as required by the Accessibility for Ontarians with Disabilities Act (AODA).

6.10 A new employee will have the opportunity to meet with a representative of the Union in the employ of the University for a period of up to fifteen (15) minutes during the Employer's orientation period without loss of regular earnings, subject to operational requirements. The employee will be advised that they are covered by the terms and conditions of the Collective Agreement in their official letter of employment issued by the University. The employee will be provided with a copy of the Collective Agreement.

**6.11 Bulletin Board**

The Employer will provide bulletin boards for the purpose of posting notices regarding meetings and other matters of Union business. Notices must be approved by the Union Local President or Unit Steward.

**6.12 Correspondence**

Unless otherwise specifically stipulated herein, all written communications to the Union from the University shall be directed to the Unit Steward and alternates electronically via email of the Union Steward and/or alternate, or via regular mail, or placed in the Unit Steward's mail slot. All such correspondence will be dated and time stamped.

**ARTICLE 7 - OCCUPATIONAL HEALTH AND SAFETY**

7.01 The University recognizes that a single representative from the Local will be a member of the Central Joint Health and Safety Committee. Time off to attend the Central Joint Health and Safety Committee meeting will be granted in accordance with operational requirements of the University which will not be unreasonably withheld. The representative will suffer no loss of pay for time spent attending the Central Joint Health and Safety Committee meeting. When the representative is requested to attend a meeting outside of normal working hours they will be compensated in accordance with the provisions of the *Occupational Health and Safety Act*.

7.02 The University shall make reasonable provisions for the safety and health of its employees during the hours of their employment in accordance with its obligations under the *Occupational Health and Safety Act*. To support this commitment both the University and its employees covered under this Collective Agreement are responsible for maintaining an internal responsibility system directed at promoting health and safety, preventing incidents involving occupational injuries and illness, and eliminating hazards in the workplace.

7.03 The University agrees to provide all safety clothing and equipment as it deems necessary to meet its obligations to provide safe working conditions. Employees will wear all issued safety equipment while on duty. Concerns raised with respect to the issuance of clothing or equipment must first be raised with the

immediate supervisor. Failing resolution, the concern can be raised through the local Health and Safety Committee.

- 7.04 All employees are required to work in compliance with statutory and University requirements, and to report unsafe conditions to their supervisor.
- 7.05 In accordance with its obligations under the *Occupational Health and Safety Act*, the University has created a policy with respect to the prevention of workplace harassment and a policy with respect to the prevention workplace violence. A copy of each policy has been made available to employees and can be accessed on the University's website.

## **ARTICLE 8 - NO STRIKE OR LOCK-OUTS**

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

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or a case where the Employer has acted unjustly, improperly or unreasonably, may be made the subject of a grievance and an earnest effort shall be made to settle such a grievance as quickly as possible.
- 9.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the

opportunity of adjusting his/her complaint. Such complaint shall be discussed with his/her immediate supervisor within ten (10) days of becoming aware of the complaint. If the complaint is not settled, it shall be taken up as a grievance within seven (7) days of the discussion in the following manner and sequence:

9.03 **Step 1**

The employee may file a grievance in writing with the Director, Campus Safety Office, Emergency Services and Fire Safety, or their designate. The written grievance, signed by the employee, shall state the nature of the grievance and the re-dress sought. The Director, Campus Safety Office, Emergency Services and Fire Safety, or their designate shall give the grievor his/her decision in writing within ten (10) days of the submission of the grievance.

9.04 **Step 2**

If the grievance is not resolved at Step 1, the grievor may submit the grievance to the Director of Staff Relations, or their designate, who shall hold a meeting with the grievor and his/her union representative at a mutually agreeable time within fifteen (15) days of receipt of the request. The Director of Staff Relations shall deliver his/her decision in writing within ten (10) days of the meeting. If the grievance is not resolved at Step 2, the grievor may submit his/her grievance to arbitration as set out in Article 10.

9.05 **Dismissal Grievance**

A claim by an employee who has been discharged or suspended from employ, that the discharge or suspension was without just cause, shall be treated as a grievance if the written statement is lodged with the Employer within ten (10) days of the discharge or suspension. Such grievance shall commence at Step 2 of the grievance procedure as herein provided; such grievance may be settled by confirming the Employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation or by any other arrangement which is acceptable to the parties, or, if necessary, an Arbitrator.

9.06 **Policy Grievance**

A grievance involving a question of general application or interpretation of the Collective Agreement, specifically arising directly between the University and the Union shall be initiated at Step 2. Any grievance by the University or the Union as provided herein shall be commenced within twenty (20) days after the grieving party became 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.

9.07 **Group Grievance**

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.

9.08 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.

9.09 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.

9.10 In this Article and Article 10, days shall include all days exclusive of Saturday, Sunday and designated holidays.

9.11 The employee has the right to be accompanied and represented by a Union representative at all meetings in the grievance/arbitration procedure. The employee also has the right to be represented by an OPSEU Staff Representative.

9.12 **Mediation**

The parties may mutually agree to refer a grievance to a Mediator before proceeding to arbitration. The selection of a Mediator will be agreed to and costs shall be shared equally by the parties. The mediation shall be conducted on a without prejudice basis and shall not otherwise affect any timelines or provisions of the grievance/arbitration process. In the event that the matter is not settled by mediation, then the matter may then be resolved at arbitration. The referring party shall contact the other and agree on a satisfactory selection process.

**ARTICLE 10 - ARBITRATION**

- 10.01 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as herein provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under the foregoing procedure is given, the grievance shall be deemed to have been abandoned.
- 10.02 All agreements reached under the grievance procedure between the representatives of the Employer, the representatives of the Union and the grievor(s) will be final and binding upon the parties.
- 10.03 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time identify a choice for a sole Arbitrator. Within seven (7) calendar days thereafter, the other party shall identify its choice of a sole Arbitrator. The parties may confer in an effort to seek agreement on a sole Arbitrator, or where there is no agreement within a period of fourteen (14) calendar days, the *Minister of Labour for the Province of Ontario* shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure.
- 10.04 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided. Notwithstanding the foregoing the parties, by mutual agreement, may request the Arbitrator to mediate the dispute in an attempt to avoid an arbitration hearing.
- 10.05 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 10.06 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.
- 10.07 The decision of the Arbitrator will be final and binding upon the parties hereto and the employee(s).

- 10.08 Each of the parties will jointly and equally bear the fees expense of the Arbitrator.
- 10.09 The party that is referring a matter to Arbitration shall be responsible for informing any third party likely to be adversely affected of:
- (a) the time and place of the arbitration hearing;
  - (b) the matter(s) to be placed before the Arbitrator;
  - (c) of the right of that third party to be present and represented.
- 10.10 Employees who are summonsed or subpoenaed and whose attendance is required at arbitration hearings shall receive permission to be absent from work with pay.
- 10.11 The Arbitrator shall be governed by the following provisions:
- (a) The Arbitrator shall hear and determine the grievance and issue a decision which is final and binding on the parties and upon any employee affected by it.
  - (b) The Arbitrator determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations.

## **ARTICLE 11 - HUMAN RESOURCES FILE**

- 11.01 Upon written request to Human Resources, an employee shall be entitled to view the entire contents of his/her Human Resources file no more than once annually. An employee who is pursuing a grievance or a complaint, or the Union on their behalf, will also be permitted to view the Human Resources file.
- 11.02 (a) The University will not rely on or refer to adverse comments on a performance evaluation if a subsequent evaluation does not show a continuation of the problem one (1) year after the occurrence of the original problem.
- (b) The University shall ensure that each employee receives a written annual evaluation of their work performance and the core competencies of the position. The person evaluating the employee



will have directly supervised the employee while engaged in their regular duties for forty-five (45) working days during the evaluation period. The purpose of such evaluation is to set goals and objectives that support the growth and professional development, in addition to addressing and planning to correct any performance related concerns.

- (c) A copy of each performance evaluation shall be given to an employee and a copy shall be placed on his or her file.
- (d) An employee who objects to his/her performance evaluation may elect to comment on or attach a statement to the document setting out the details of and reasons for those objections and such comments or statement shall be appended to the performance evaluation in the Human Resources file.

## **ARTICLE 12 - SENIORITY**

- 12.01
  - (a) Seniority is as defined under Article 2.09 of this Collective Agreement.
  - (b) Last date of hire includes all continuous service prior to certification of the Union for all bargaining unit members.
  
- 12.02 An electronic seniority list will be maintained by the University with copy supplied to the Union every six (6) months. The Union may also request an up to date seniority list on an as required basis for the purpose of conducting Union business.
  
- 12.03 **Probationary Employee**
  - (a) All new employees shall be hired on a probationary basis for a period of twelve (12) calendar months. A probationary employee may not grieve his/her release from employment for performance related issues, but may grieve termination occurring as a result of an arbitrary, discriminatory or bad faith action on the part of the Employer.
  - (b) A probationary employee must be able to qualify for and be granted Special Constable designation within the twelve (12) month probationary period, otherwise his/her employment will be terminated. Should such designation be delayed, the University may extend the probationary period pending the granting of said designation.

**12.04 Accumulation of Seniority**

Seniority shall continue to accumulate during any paid leave, and for the first thirty (30) days of any unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority he/she had when he/she left.

Notwithstanding the above, seniority shall continue to accumulate during the entire period of a lay-off (up to a maximum of twenty-four (24) months), while off on approved leave and receiving Employment Insurance (E.I.), while off on approved leave due to illness or injury, during pregnancy and/or parental leave, or Union leave.

**12.05 Loss of Seniority and Termination of Employment**

Continuity of service shall be considered broken and employment terminated if the employee:

- (a) resigns or retires;
- (b) is discharged (and the discharge is not reversed through the grievance arbitration procedure);
- (c) fails to report to work at the expiration of a leave of absence unless a reason satisfactory to the Employer is given;
- (d) fails to return to work within seven (7) calendar days after issuance of notice of recall from lay-off by registered mail to the employee's last address on record with the Employer, unless such period is extended for reasons satisfactory to the University;
- (e) is absent from work for three (3) days without providing a reason satisfactory to the Employer;
- (f) is absent due to lay-off for a period in excess of twenty-four (24) months;
- (g) uses a leave of absence for a purpose other than that for which it was granted.

**12.06** It shall be the responsibility of the employee to notify the University of any change to their current address. If any employee fails to do this, the University will not be responsible for a failure of a notice to reach an employee under this Collective Agreement.

- 12.07 An employee who transfers to a position outside of the bargaining unit will retain his/her seniority accrued to the date of the transfer for a period of twelve (12) months from the date of leaving the unit. The employee's name will not appear on the seniority list during this period, but will be included upon their return.
- 12.08 If any provision of this Article 12 is found to conflict with the *Ontario Human Rights Code*, the parties shall amend this Article to the extent required.

### **ARTICLE 13 - DISCIPLINE, DISCHARGE AND SUSPENSION**

- 13.01 It is recognized that probationary employees may be released for reasons less serious than in the case of the discharge of an employee who has completed the probationary period and accordingly, the release will not be subject to the Grievance Procedure, unless it can be shown that the decision to discharge was arbitrary, discriminatory or made in bad faith.
- 13.02 In the event that an employee is suspended or discharged for any reason, the University agrees to confirm such suspension or discharge and the reason thereof in writing to the employee and to the Union as soon as is reasonably possible thereafter.
- 13.03 The Union will receive a copy of all written letters of discipline given to employees.
- 13.04 It is agreed that a written a letter of warning within the employee's Human Resources file shall be removed after an eighteen (18) month period, provided that no further disciplinary action has been taken within that eighteen (18) month period. A written record of a disciplinary suspension shall be retained in an employee's Human Resources file for a period of twenty-four (24) months provided that no further disciplinary action has been taken within that twenty-four (24) month period. Any reply by the employee will be addressed to the Director of Staff Relations and will be appended to the letter confirming the discipline and will form part of the employee's record.
- 13.05 In all cases of suspension or discharge, Management will seize an employee's badge along with all use of force equipment.

- 13.06 The University will not introduce as evidence in a hearing relating to disciplinary action any document, the existence of which the employee was not aware. For the purpose of this article an employee will be considered to be aware of a document when it has been presented to the Union through disclosure or pre-hearing production.
- 13.07 An employee has the right to representation by the Union in any investigation meeting that could result in the imposition of discipline. Prior to any such meeting, the Employer shall make the employee aware of their right to Union representation. If representation is requested, no further discussion will take place with the employee on the matters in question, until Union representative is present. The Union agrees to provide a representative in a timely manner so as not delay or prejudice the proceedings.
- 13.08 An employee who is named as a respondent in a complaint filed by a member of the University community or the public at large with respect to the discharge of their duties will be provided with a written copy or summary of the complaint. An employee will have the right to request a Union representative during any investigatory meetings into the alleged complaint. The Union will undertake to provide a representative in a timely manner so as not delay or prejudice the proceedings. Where an informal resolution is not achieved or when the complaint is of a severity for which informal resolution is not appropriate, the University will undertake to conduct the investigation into such allegations, and to report on its findings in a timely manner. The employee or the Union, on their behalf may make a written request to the Director, Campus Safety Office, Emergency Services and Fire Safety for information related to the investigation.
- 13.09 When discipline is to be imposed, or a meeting could lead to disciplinary action, an employee will be advised of their right to Union representation. The University will notify the employee of the reasons for the meeting, and the allegations faced, in advance.

#### **ARTICLE 14 - POSTING AND FILLING OF VACANCIES**

- 14.01 When the University elects to fill a vacant position, such vacancy will be posted on the Human Resources website for a period of not less than seven (7) calendar days.

- 14.02 The Union will be provided with a copy of the job posting at the time of posting. The posting shall contain:
- (i) The University's statement on employment equity;
  - (ii) The job title and job description;
  - (iii) The position number;
  - (iv) The regular hours of work and salary range;
  - (v) The qualification and experience required to perform the job;
  - (vi) The posting and closing date, and
  - (vii) A statement that the position is covered by the terms and conditions of the Collective Agreement between the University and OPSEU Local 231.
- 14.03 Should the University elect to create a new position that falls within the scope of the bargaining unit during the term of the agreement, it will meet with the Union prior to posting the vacancy to discuss the duties of the position.
- 14.04 Unless agreed otherwise, a new position will be posted in accordance with the provision of this Article. Candidates internal to the bargaining unit will be given first consideration for any such opportunities prior to consideration of external applicants. In assessing an employee's application, the University will assess all relevant information including core competencies, ability, and employment record. The onus is on the employee seeking the position to demonstrate evidence of qualification at the time of application. The University will determine the methods and selection tools that will be utilized to reach its decision. All factors being relatively equal, seniority shall govern.

## **ARTICLE 15 - LAY-OFF, WORKPLACE REORGANIZATION, AND CONTRACTING OUT**

- 15.01 (a) In all cases of lay-off and recall from lay-off seniority shall govern providing the remaining employees have the qualifications to perform the available work. It is understood that probationary employees shall be first to be laid-off.

- (b) In the event the University declares a need to lay-off employees within the bargaining unit, the Director of Staff Relations or designate will discuss, in advance, the implications with the Union.
- (c) In the event of a lay-off the University will give laid off employee(s) who have completed their probationary period, notice in accord with the following scale: up to four (4) years of service - one (1) month, and an additional two (2) weeks of notice per year of service thereafter up to a maximum of six (6) months. An employee may elect to receive payment in lieu of notice equal to three (3) weeks of pay per year of service up to a maximum of fifty-two (52) weeks. However, it is understood that should an employee elect to receive pay in lieu of notice, they relinquish the right to recall and such employee shall be considered to have terminated their employment with the University.

15.02 A copy of any notice of lay-off to an employee will be provided to the Union at the same time.

15.03 **Recall**

Employees who are laid-off shall be placed on a recall list and shall retain, but not accrue seniority for twenty-four (24) months. Notice of recall shall be sent by registered mail to the last known address of the employee, who shall respond to the recall notice within seven (7) days.

15.04 The University shall recall employees on lay-off in order of seniority to vacant bargaining unit positions for which he/she can perform the required work, for a period of twenty-four (24) months from date of lay-off. Notice of recall shall be sent by registered mail to the last known address of the employee, who shall respond to the recall notice within seven (7) days.

15.05 No new bargaining unit member shall be hired until those laid off and placed on the recall list have had the opportunity to be recalled.

15.06 **Restructuring**

In the event of reorganization or restructuring, which may have potential adverse effects upon employees in the bargaining unit, the University shall notify the Union of such plans as far as practicable in advance so that the parties can meet to discuss possible ways and means of minimizing the impact, including:

- (a) identifying and proposing alternatives to any action that the University may be considering;
- (b) identifying and seeking ways to address retraining needs of employees.

During any restructuring or reorganization, no employee shall be required to reapply for a position which is substantially the same in nature to the one they presently hold.

- 15.07 Work currently performed by employees covered by the terms of this Collective Agreement will not be contracted out, if as a direct result, a current employee is laid off.

#### **ARTICLE 16 - TECHNOLOGICAL CHANGE**

- 16.01 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will adversely affect the working conditions of employees within the bargaining unit.
- 16.02 The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.
- 16.03 The University will make best efforts to provide Employees with advanced notice of the impending change in working conditions.
- 16.04 Where new or greater skills are required under this article, employees shall be given a period of training to acquire the skills necessary for the new method of operation. The University will bear the costs of approved training. There shall be no reduction in normal earnings during the training period of any such employee. Training shall be given during the hours of work whenever possible.

## ARTICLE 17 - LEAVES OF ABSENCE

17.01 The University may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leave of absence shall be in writing no less than fifteen (15) days in advance of such leave being taken to the attention of the Director, Campus Safety Office, Emergency Services and Fire Safety. Such requests shall not be unreasonably withheld. Normal benefit cost-sharing continues for leave of absence without pay of a duration of one (1) month or less. After one (1) month, an employee may elect to continue benefit coverage for one (1) or more of the benefits to which they were enrolled immediately prior to the leave, provided the employee prepays monthly in advance the full premium or contribution costs (employee and employer share) of the benefits.

### 17.02 **Union Leave**

- (a) The University shall grant leave of absence to attend Union functions provided that the leave does not unduly interfere with the operations of the Employer. Such leave will not be unreasonably withheld. In requesting such leave-of-absence for an employee(s), the Union must give at least ten (10) calendar days' notice in writing to the Director of Staff Relations, or their designate. During such leave-of-absence, the employee's normal pay and benefits shall be maintained by the Employer. The Union will reimburse the University for the full cost of the normal pay and benefits, upon receipt of invoice.
- (b) The University agrees to grant the Union during each contract year a total of forty (40) hours paid leave of absence with normal pay and benefits for bargaining unit persons selected by the Union to attend Union meetings, conferences, conventions and seminars. Requests for such leave of absence shall be submitted in advance and in writing to Staff Relations and will be subject to supervisory approval and operational requirements, which shall not be unreasonably withheld. Seniority shall accrue during the period of leave.
- (c) **Leave for Executive Board Members: Full-time Position**  
When an employee is elected or appointed to a full-time position with OPSEU, the Employer shall grant a leave of absence without pay and continuation of benefit coverage paid by OPSEU and without loss of seniority for the duration of such leave. At the end of the assignment, the employee shall, upon eight (8) weeks' of notice be returned to the



position held immediately prior to the commencement of the leave or to a comparable position with no decrease in pay should the original position be eliminated.

- (d) Leave of absence with no loss of pay and with no loss of credits shall be granted to an employee elected as an Executive Board Member of the Union. The Union will reimburse the Employer for the cost of normal pay and benefits paid to the employee.

### 17.03 **Bereavement Leave**

- (a) Upon request, in the event of a death in the immediate family, an employee will be granted at the time of the death, leave with pay for a period of five (5) consecutive scheduled workdays. Immediate family shall mean: parent; step-parent; spouse; common-law spouse (including same-sex partner); child; step-child; brother; sister.
- (b) Upon request, in the event of a death in the family, an employee will be granted at the time of the death, leave with pay for a period of three (3) consecutive scheduled workdays. Family shall mean: father-in-law; mother-in-law; son-in-law, daughter-in-law; brother-in-law, sister-in-law; grandchild; grandparent.
- (c) If the employee requires additional time off, he/she may arrange with his/her supervisor for vacation, lieu time or leave without pay.
- (d) Where the funeral occurs outside the province, the employee will be provided with a total of one (1) additional day for the purpose of traveling to and from the funeral.

### 17.04 **Paid Parental Leave**

- (a) **Purpose of Paid Parental Leave:**  
Paid parental leave is offered to accommodate the special needs of regular full-time University employees who bear/or adopt children and who remain at home to care for children during the post-delivery and/or post-adoption period. It is expected that all employees who take paid parental leave will return to employment with 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 University employees will be eligible to receive seventeen (17) weeks of

normally continuous paid parental leave, including the date of birth or adoption, per pregnancy or placement.

- (ii) The employee shall give at least two (2) weeks' written notice to her or his supervisor of the intent to commence paid parental leave.
- (iii) Employees must apply for E.I. benefits before supplementary income from the University becomes payable. To be eligible for paid parental leave, employees must provide appropriate documentation of the birth or adoption of a child and of the receipt of E.I. maternity or adoption leave benefits to Human Resources. An employee disentitled or disqualified from receiving E.I. maternity or adoption benefits is not eligible to receive supplementary benefits from the University. Exceptions to this rule will be made for those employees who are denied E.I. maternity or adoption leave benefits only because they have not completed the six hundred (600) hours in the previous fifty-two (52) weeks of employment or since the employee's last claim required for E.I. benefit eligibility.

(c) **Terms of Paid Parental Leave**

- (i) Eligible employees will receive ninety-five percent (95%) of normal salary less applicable E.I. maternity or adoption leave benefits for a maximum period of seventeen (17) weeks from the commencement of the leave. An employee who receives paid parental leave benefits must not receive other earnings or payments, such that his/her combined income (including E.I. maternity leave benefits, supplementary payments from the University and other earnings) exceeds ninety-five percent (95%) of normal weekly earnings.

As per the January 1, 2017 legislative change, E.I. does not provide benefits for the first week of Paid Parental/Adoption Leave. However, the University provides eligible employees with ninety-five percent (95%) of their normal salary during this period. For the remaining sixteen (16) weeks of your Paid Parental/Adoption Leave, eligible employees receive ninety-five percent (95%) of their normal salary less applicable E.I. maternity or parental benefits.

As indicated above, an employee must be receiving E.I. benefits to qualify for supplementary payments from the University. The processing of an E.I. application may take as long as one (1) month. However, during this processing period, the University will advance payments based on the assumption that the employee will be declared eligible to receive E.I. benefits. In the event that an employee does not demonstrate receipt of E.I. benefits to Human Resources within six (6) weeks of commencing the leave, however, advance payments will be automatically terminated, and the employee will be required to repay the University for all payments received in association with this leave.

- (ii) No employee may claim any other form of supplementary benefit during the period of leave.
- (iii) The employee proceedings on paid parental leave shall not forfeit any accrued employment benefits save for the right to accrue sick leave credits during the period of absence. Seniority shall continue to accrue for employees taking paid parental leave.
- (iv) While on paid parental leave, the employee will continue to receive University benefits on a normal cost-sharing arrangement.
- (v) For the purposes of promotion, any period of paid parental leave shall be considered a period of service with the University. An employee who has taken a paid parental leave shall remain eligible for merit increases based on his/her level of performance while in full-time employment.
- (vi) An employee taking paid parental leave shall not be disadvantaged. He/she will return to the same or an equivalent position without loss of salary or seniority.
- (vii) Paid parental leave may be voluntarily shorter than the previously arranged period, providing the employee advises the University of his/her intention to return to work at least two (2) weeks' prior to the intended date of return.
- (viii) If the Supervisor/Manager of Operations is not certain of a natural mother's physical ability to return to work and perform

her duties, they may request medical certification of such ability.

- (ix) In cases where both parents are employed by the University on a regular full-time basis, only one (1) Paid Parental/Adoption Leave will be allowed for the same birth or adoption. Such leave/supplementary benefit may be divided by both parents as they so choose.

## 17.05 **Unpaid Parental Leave**

### (a) Purpose of Unpaid Parental Leave

Unpaid parental leave is offered to accommodate employees who require more time than that provided as paid parental leave to care for newborn or newly adopted children. It is expected that all employees 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 sixty-one (61) weeks of unpaid parental leave per pregnancy or placement to all regular full-time employees who have taken paid parental leave and sixty-three (63) weeks of unpaid parental leave for all regular full-time employees who have not taken paid parental leave. The leave will normally be continuous with the paid parental leave. It will begin no later than seventy-eight (78) 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 one hundred forty-one (141) consecutive weeks of care for their child or children. (This is comprised of seventeen (17) weeks of Paid Parental Leave for the primary caregiver as outlined above, plus sixty-one (61) weeks of Unpaid Parental Leave for the birth mother as per the *Employment Standards Act, 2000*, plus sixty-three (63) weeks of Unpaid Parental Leave for the other parent.) Employees would contact the E.I. Office to determine their eligibility for benefits during this unpaid leave period.

### (c) Terms of Unpaid Parental Leave

- (i) The employee proceeding on unpaid parental leave shall not forfeit

any accrued employment benefits save for the right to accrue sick leave credits during the period of absence. Seniority shall continue to accrue for employees taking unpaid parental leave.

- (ii) Participation in the various University employment benefit schemes may be continued while an employee is on unpaid parental leave on a normal cost-sharing arrangement.
- (iii) For the purposes of promotion, any period of unpaid parental leave shall be considered as a period of service with the University. An employee who has taken unpaid parental leave shall remain eligible for merit increases based on his/her level of performance while in full-time employment.
- (iv) An employee taking an unpaid parental leave shall not be disadvantaged. He/she will return to the same or an equivalent position without loss of salary or seniority.

#### 17.06 **Paid Paternity Leave**

##### Purpose of Paid Paternity Leave

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

#### 17.07 **Adoption Leave**

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

#### 17.08 **Family Responsibility Time**

- (a) The provision of Family Responsibility Time, separate from sick leave and paid personal leave, is intended to assist employees with balancing their family and work responsibilities. Sick leave should be used only to provide employees with income during periods of their own illness.
- (b) Seven (7) days per year of Family Responsibility Time (FRT) will be provided to all regular full-time employees. Family Responsibility Time may be used in amounts not less than one (1) hour, will be requested

in advance if possible, and will be granted unless precluded by operational requirements.

- (c) Family Responsibility Time will be available on a “borrow” basis, to be repaid by mutual agreement between employee and supervisor. Family Responsibility Time can be repaid by, for example, working shortened lunch breaks, starting earlier or working late.
- (d) Unused Family Responsibility Time will not accumulate from one year to the next. An employee must repay all outstanding time by March 1<sup>st</sup> of the following year failing which any remaining amount will be deducted from a regular full-time employee’s annual vacation allotment or through a mutually agreeable repayment plan.
- (e) In addition to Family Responsibility Time, employees may apply for an unpaid leave of absence, as outlined in Article 17.01, to accommodate their family responsibilities.

#### 17.09 **Temporary Reduction of Workload and Compensation**

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

- (a) Eligibility and Application Procedure
  - (i) Every regular full-time employee with dependent children is eligible to request temporary reduction in workload and compensation at any time during his/her career.
  - (ii) Any eligible employee may submit a written request for a temporary reduction in workload and compensation to his/her immediate supervisor and to the Manager of Operations or Director.
  - (iii) An employee whose request for a reduction in workload and compensation is denied may grieve the decision according to the Collective Agreement grievance procedure.
- (b) Terms of Reduction in Workload and Compensation
  - (i) An employee who is granted a temporary reduction of workload shall enter into an agreement with the University which specifies the degree of reduction in both workload and compensation (to be not more than fifty percent (50%)) and its duration.

- (ii) Regular full-time employees who are granted a temporary reduction of workload will continue to be eligible for benefit cost-sharing, as though they were not on a reduced workload.
- (iii) The length of the probationary period shall be extended, on a pro-rated basis, if a reduced workload appointment is taken up by a probationary employee.
- (iv) Employees who accept a reduction in workload and compensation shall remain eligible for merit increases.
- (v) At the end of the period of reduced workload, an employee shall have the right to return to a position the same as or equivalent to that which preceded the period of reduced workload.

#### 17.10 **Paid Personal Leave (PPL)**

The Employer shall grant three (3) Paid Personal Leave (PPL) days per year, pro-rated for those hired after January 1<sup>st</sup>. Such leave is to provide for time off without loss of pay excluding premiums for extraordinary or unanticipated circumstances that may arise in an employee's personal life. The request for leave of absence shall be in writing and in advance whenever possible, of the leave being taken, to the Manager of Operations. Such requests shall subject to operational requirements which will not be unreasonably denied. Paid Personal Leave may also be available to observe obligatory religious holy days provided that written notification is provided no less than two (2) weeks in advance of the date of observance. Paid Personal Leave does not accrue from one (1) calendar year to the next and may not be taken in increments of less than one (1) hour. The University reserves the right to request information that it reasonably requires to authorize or substantiate a leave. Paid Personal Leave is not permitted to be used to extend an employee's vacation or on the day prior to or following a paid holiday.

17.11 In accordance with the conditions, provisions and definitions of the *Employment Standards Act*, the University will provide Family Medical Leave without pay to an employee for a period of up to eight (8) weeks to provide care to a specified family member if a qualified health practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death occurring with a period of twenty-six (26) weeks. The employee will continue to accumulate seniority during the period of leave. Normal benefit cost-sharing will continue during the first thirty (30) days of unpaid leave, following which an employee wishing to continue all or a portion

of their benefits will be responsible for both the Employer and employee share of benefit costs as invoiced by the University.

## **ARTICLE 18 - TRAINING/PROFESSIONAL DEVELOPMENT AND EDUCATIONAL LEAVE**

- 18.01 (a) The parties recognize the importance of continuing training and professional development opportunities that will enable staff to increase job proficiency for present or future positions or to keep abreast of new ideas.
- (b) The University will prioritize the approval of applications for professional development that have been identified and agreed to in the annual performance planning and development process and those that meet an immediate operational need, budget permitting.
- 18.02 Where an employee wishes to take courses at institutions other than the University of Guelph and doing so will likely increase job proficiency, the financial resources of the department permitting, the employee will be reimbursed for seventy-five percent (75%) of the cost of tuition or program registration up to a maximum of six hundred dollars (\$600.00) in any one (1) calendar year provided that:
- (a) Approval for the chosen course or program must be secured in advance from the Director, Campus Safety Office, Emergency Services and Fire Prevention. The nature of the program should be such that it will increase the effectiveness of the employee in their present or future position with the University.
- (b) Reimbursement is contingent upon the employee furnishing evidence of successful completion.

In addition to the cost of tuition or program registration under this clause, the University agrees to cover the cost of reasonable out of pocket travel, accommodation and meal expenses in accordance with the University's Travel and Reimbursement policy, as may be amended from time to time. Insofar as is reasonably possible, such expenses are to be approved by the Director, Campus Safety Office, Emergency Services and Fire Prevention, in advance.



- 18.03 (a) The University may direct employees to attend courses at/or sponsored by the Ontario Police College at Aylmer, Ontario.
- (b) The University shall direct new probationary employees and where applicable any current employees, to attend appropriate training courses provided by the *Ontario Association of College & University Security Administrators*. Probationary employees will be required to successfully complete the required training courses in order to complete probation and be deemed a regular full-time employee. Any discharge of a probationary employee resulting from the failure to pass the required courses shall not be the subject of a grievance.
- (c) As part of the policing agreement between the Guelph Police Services Board and the University, the Guelph Police Service may provide in-service training for members as it pertains to their duties and responsibilities as Special Constables. Where such training is provided and deemed appropriate by the University, officers will be scheduled to attend such training based on course availability as determined by the Guelph Police Service. Every effort will be made to ensure that officers will be aware of the training dates and times. The Manager of Operations will maintain contact with the Training Division of the Guelph Police Service to ensure that all appropriate in-service training (as determined by the University) is accessible to members of the Campus Safety Office.
- 18.04 (a) An employee directed by the University to attend a training course which hours are not contiguous with their shift shall be paid at a rate of time and one half (1.5) the employee's regular hourly rate or an equivalent time off in lieu of payment for attending such training.
- (b) An employee directed by the University to attend a training course which hours are contiguous with their shift shall suffer no loss of normal pay.
- (c) In addition to their regular pay, employees shall receive the sum of five dollars (\$5.00) for each day while attending policing training courses that absent them from their home in excess of five (5) consecutive calendar days.
- 18.05 An employee who receives an "Ontario Fitness Pin" from the "Certified Police Fitness Appraiser" for attaining a mark of seventy-five percent (75%) or better,

- shall receive one hundred dollars (\$100.00) in recognition, limited to once per year.
- 18.06 An employee required to attend training off campus, where lunch is not supplied, will be reimbursed upon submission of receipts, to a maximum of fifteen dollars (\$15.00).
- 18.07 (a) The University agrees to waive the cost of tuition (excluding the cost of textbooks and laboratory fees) for all regular full-time employees who have completed one (1) year of service with the University.
- (b) Such waiver will apply to eligible employees for any credit courses or thesis semester offered by the University or courses offered by OpenEd providing the employee is accepted and subject to the following terms:
- (i) no more than four (4) non-credit courses may be taken by an individual employee during any one (1) calendar year;
  - (ii) the University reserves the right to limit total bargaining unit employee enrolment in any non-credit course. No employee will be unreasonably denied;
  - (iii) normally, an individual employee may not enroll in the same non-credit course more than once in any three (3) year period if the employee has attended less than sixty percent (60%) of such course;
  - (iv) an employee may be subject to late registration fees.
- (c) Wherever possible, the courses attended should be scheduled outside the employee's normal working hours. When this is not possible, the employee will not lose regular pay (excluding premiums) for attendance during working hours up to a maximum of three (3) hours per week provided that:
- (i) if the course is available outside the employee's working hours the
  - (ii) paid leave as mentioned herein will not be available to the employee; and
  - (iii) 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) or designate prior to registering for the course. Such approval will not be unreasonably withheld;

- (iv) such leave will be granted provided that the operating needs of the department are not prejudiced;
- (v) the employee will inform his/her supervisor of his/her course schedule as soon as the employee is made aware of his/her schedule;
- (vi) Thesis semester students are not eligible for the weekly three (3) hour maximum to attend courses.

18.08 An employee who wishes to undertake a full-time program that will lead to a degree program or certificate 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 three (3) months in advance of the commencement of the leave;
- (b) prior approval of the leave is given by the Director, Campus Safety Office, Emergency Services and Fire Safety who shall take into account the operating needs of the department. Such approval shall be provided within a ten (10) day period;
- (c) prior approval of the leave is given by the Associate Vice President (Human Resources) or designate within ten (10) days of receiving such request. During the period of such leave without pay, the normal benefits cost-sharing arrangements will continue for benefits. Pension contributions (at the employee's option to participate) will be two (2) times the normal pension contributions. The aforementioned is provided the employee continues employment following such leave for a period of no less than one (1) year.

## **ARTICLE 19 - CALL BACK PAY**

### **19.01 Call Back**

An employee who is called back to work after completing their regular shift shall be paid a minimum of four (4) hours pay, at the rate of time and one half (1.5) their regular hourly earnings.

**ARTICLE 20 - HOURS OF WORK, OVERTIME AND SHIFT PREMIUMS**

- 20.01 (a) The normal work week shall average forty (40) hours over the period covered by the work schedule as it may be implemented by the University from time to time. The normal work day shall be twelve (12) hours. It is hereby expressly understood that the provisions of this section are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee as to the hours of work per day not as to the days of work per week, nor as a guarantee of work schedules.
- (b) Every six (6) weeks, one (1) rotation day will be granted to keep the average of forty (40) hours per normal work week. After three (3) consecutive scheduled shifts off due to illness during any six (6) week rotation period, the "rotation hours" will be prorated accordingly, based on the number of scheduled shifts actually worked during such six (6) week period. The above applies only in the case of sick leave. Therefore, if an employee is absent due to illness for four (4) or five (5) consecutive shifts, s/he will have their rotation hours reduced by six (6) hours; eleven (11) to fifteen (15) consecutive shifts, s/he will have their rotation hours reduced by nine (9) hours; and sixteen (16) to twenty-one (21) consecutive shifts, he/she will have their rotation hours reduced by twelve (12) hours.
- (c) Rotation days will be scheduled in accordance with employee preference subject to the University's operational requirements being met. An employee may request to divide rotation days into two (2) six (6) hour periods taken on two (2) separate occasions subject to operational requirements being met. University responses to rotation day requests will be insofar as reasonably practicable, provided to employees within two (2) weeks of submission.
- (d) An official record of rotation days/hours will be centrally recorded and be made readily available to all employees.
- 20.02 (a) Authorized work performed in excess of the employee's normal work day or scheduled work week will be paid at the rate of time and one half (1.5) the employee's regular hourly rate or equivalent time off in lieu of payment at the option of the employee. The University will make a reasonable effort to grant requests for time in lieu of overtime

in accordance with the employee's wishes, subject to its operational requirements being met, within two (2) weeks of submission.

- (b) Authorized work performed on a Sunday in excess of the employee's normal work day or scheduled work week will be paid at the rate of two (2) times the employee's regular hourly rate or equivalent time off in lieu of payment at the option of the employee. The University will make reasonable efforts to grant requests for time off in lieu of overtime in accordance with the employee's wishes, subject to its operational requirements being met.
- (c) Employees may carry over no more than ninety-six (96) hours of banked lieu time in to the following calendar year. Employees with balances in excess of ninety-six (96) hours as of December 31<sup>st</sup>, will have the hours cashed out and will receive the difference between his/her balance and ninety-six (96) hours no later than the first pay in February.

Nothing in this Article shall preclude an employee and the Director, Campus Safety Office, Emergency Services and Fire Safety or their designate from agreeing to pay out all or a portion of their accrued lieu time outside of the period specified above, provided that such request for pay-out is made no more than twice per year.

- (d) An official record of Time in Lieu hours shall be centrally recorded and made readily available to all employees.

20.03 An employee who is required to work overtime on either a scheduled or a call in basis shall receive a minimum of four (4) hours pay at their overtime rate except when such overtime is contiguous with a regular shift or except to the extent that such four (4) hour period overlaps and extends into a scheduled shift.

20.04 (a) (i) When the University determines the need for overtime coverage, such overtime will be offered to all employees of the Bargaining Unit. The University will electronically communicate the overtime opportunity to all employees, who will have forty-five (45) minutes to respond indicating their acceptance of the overtime offered. The most senior employee who has responded to the electronic call out within that timeframe shall be awarded the overtime opportunity, *Employment Standards*

*Act, 2000* permitting. The Manager of Operations or their designate will maintain a rotating seniority list for overtime opportunities. The employee who accepts the shift will then have their name placed on the bottom of the seniority list for the purposes of scheduling the next overtime opportunity. Only when no Bargaining Unit member is available to work the overtime, will Sergeants or GPS be utilized.

- (ii) Where overtime has been assigned or accepted on a voluntary basis, the employee scheduled to work may obtain a substitute who shall be acceptable to the Manager of Operations or designate.
  - (b) The University will promote the University of Guelph Campus Safety Office as the responsible policing agency on the University of Guelph main campus in a manner consistent with the Police Services Agreement between the Guelph Police Services Board and the University of Guelph. When the circumstances or demands of a request for police services can be provided by a Special Constable, then the University will make every reasonable effort to utilize a Special Constable for the provision of that service, subject to the requesting department or agency retaining the final say.
- 20.05
- (a) Rotating schedules of shifts shall normally provide for three (3) consecutive days of rest and shall not be in excess of six (6) consecutive days. When a new schedule providing for a general revision of hours to be worked is to be implemented, employees shall be notified by posting at least two (2) weeks in advance of the starting time of such change in their scheduled shift, otherwise they shall be paid for the first shift worked of the revised schedule at the overtime rate.
  - (b) The University commits to providing employees with no less than two (2) weeks' notice in advance of the starting time of such a change in to his/her scheduled shift. The University and the Union agree that two (2) weeks' advanced notice will not be possible in circumstances of unplanned absences such as illness, injury, terminations, or emergency circumstances. In instances where two (2) weeks' notice cannot be provided, the impacted employee shall be paid for the first shift worked on the revised schedule at the rate of time and one half (1.5). Subsequent shifts worked on the revised schedule shall be paid

for at straight time, subject to the overtime provisions of this Agreement.

- (c) Other interruptions or alterations to an employee's scheduled days off that are rescheduled so as not to increase the number of hours worked in the scheduled work week will be compensated by an alternate day off within the week, plus six (6) hours straight time.
- (d) The University will inform the Union of any major structural work schedule change that affects any member, forty-five (45) days prior to the implementation of such change. For the purpose of this provision, "major structural work schedule change" shall be defined as any scheduling change that will result in an employee being transferred to an alternative shift or platoon for a period of twelve (12) months or more. Any employee may request a change in their platoon assignment or schedule and such change shall not be unreasonably denied by the employer.

#### 20.06 **Court Attendance**

Any member attending court during their off-duty time shall be paid a minimum of four (4) hours at the overtime rate. A member required to attend court during a period of annual leave shall be paid twelve (12) hours overtime for each appearance. Morning court shall be deemed to end at 13:00.

### **ARTICLE 21 - WAGES AND WAGE SCHEDULE**

- 21.01 The University agrees to pay, and the Union agrees to accept, for the period May 1, 2015 to April 30, 2018 the wage schedule as outlined in Schedule A attached hereto and forming part of this Agreement.
- 21.02 The incremental increases outlined in Schedule A are subject to satisfactory performance and must be recommended by the Director, Campus Safety Office, Emergency Services and Fire Safety, or their designate. Where an increase on the basis of time served is not recommended:
  - (a) The Director of Staff Relations must be satisfied as to the validity of the reasons for withholding an incremental wage increase;
  - (b) The employee concerned must be informed of the reasons why the increase is withheld, the improvements in performance that are

expected and the time period after which they will be considered for an increase. A grievance arising out of this paragraph will be initiated at Step 1 of the Grievance Procedure.

- 21.03 Should a new classification be created, or an existing classification within the bargaining unit is to be revised, the Employer shall notify the Union and provide all relevant information concerning the proposed new or changed classification. The parties shall meet within thirty (30) days to discuss the salary range for the new or revised classification provided that, should no agreement be reached between the parties, then the Employer will set the salary range for the new or revised classification subject to the right of the parties to grieve the salary rate.
- 21.04 New employees may be hired at a rate above the starting rate indicated in Schedule A on the basis of prior police experience subject to the approval of the Director, Campus Safety Office, Emergency Services and Fire Safety and the Director of Staff Relations.
- 21.05 Any employee may be awarded one or more additional increments on any review date on the basis of demonstrably superior performance.
- 21.06 **COACH OFFICER PAY**  
An employee who has successfully completed an Ontario Police College Coach Officer's Course, or other appropriate training as determined by the University, assigned by the University to assume the responsibility of Coach Officer, shall receive a lump sum payment of one thousand dollars (\$1,000.00) per trainee. This sum will be processed in two (2) separate payments through regular payroll in accordance with the following schedule:
- (i) Five hundred dollars (\$500.00) paid following the assignment of said trainee; and
  - (ii) Five hundred dollars (\$500.00) paid following the completion of the coaching assignment and submission of all required documentation.

In accordance with this Agreement, it is understood that the University shall determine the appropriate length of such coaching assignment.



**21.07 ACTING PAY**

- (a) A Special Constable requested by the Director or Manager of Operations to perform all of the regular duties of a Duty Sergeant shall be paid a premium of five percent (5%) of his/her basic rate of pay.
- (b) In circumstances where a Duty Sergeant has been absent or the position has been vacated for a period of no less than twelve (12) consecutively scheduled working days, the Director or Manager of Operations shall assign a Special Constable to perform such duties and (a) will apply effective as of the date assigned.
- (c) In circumstances where an extended absence of a Duty Sergeant, or vacancy of a Duty Sergeant position is foreseeable, the Director or Manager of Operations may elect to waive the working day requirements outlined in (b) and assign a Special Constable to perform those duties in (a) effective as of the date assigned.
- (d) In the absence of a Duty Sergeant for any period, a Special Constable designated by the Director or Manager of Operations to perform specific management duties necessary to effectively run the shift. In such circumstances the Special Constable shall be paid a premium of two percent (two percent (2%)) of his/her basic rate of pay from the first shift so designated.

**ARTICLE 22 - PAID HOLIDAYS**

22.01 Employees shall be entitled to the following list of paid holidays:

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

22.02 In each calendar year, providing fourteen (14) calendar days' notice is given to their immediate supervisor, each employee shall be entitled to be granted one (1) other day as an "additional paid holiday" annually. The denial of a request to schedule an "additional paid holiday" will not be undreasonable and will be subject to bona fide operational requirements being met. An employee working on a day being observed as an "additional paid holiday" by another employee shall not be entitled to the holiday premium contemplated in paragraph 22.03.

an "additional paid holiday" may not be carried over for observance into a new calendar year.

- 22.03 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at their regular hourly rate.
- 22.04 In order to qualify for holiday pay, the employee must work the full scheduled shifts immediately preceding and immediately following the holiday except in cases of excused illness in which case employees shall receive holiday pay providing they have worked a full scheduled shift in the week immediately preceding and the week immediately following the holiday.
- 22.05 (a) An employee required to work on any of the foregoing holidays shall be paid at the rate of two (2) times their regular hourly rate of time worked for such holiday in addition to any holiday pay to which they may be entitled, or at the option of the employee, the employee may be granted an equivalent amount of time off (i.e. one day off for each twelve (12) hours of pay at their regular rate). The employee may request such equivalent time off and the University will make every reasonable effort to grant such equivalent time off in accordance with the employee's wishes subject to operational requirements being met.
- (b) Special Constables called in to work on a paid holiday when they are on a scheduled day off, will receive over and above his/her holiday pay, two (2) times (2x) his/her regular hourly rate for all hours work on such holiday, plus at the option of the employee, an equivalent amount of time off in lieu of his/her regular day off or an additional twelve (12) hours straight time pay.

## **ARTICLE 23 - VACATIONS**

- 23.01 Vacation credits will accrue, but vacation will not normally be taken, during the first six (6) months of employment.

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

<b>After Years of Continuous Service</b>	<b>Based on an 8 hour day Vacation Days</b>	<b>Hourly Equivalent</b>
1 year	10 days	80
2 - 4 years	15 days	120
5 years	16 days	128
6 years	17 days	136
7 years	18 days	144
8 - 11 years	20 days	160
12 - 13 years	21 days	168
14 - 15 years	22 days	176
16 years	24 days	192
17 - 22 years	25 days	200
23 - 27 years	26 days	208
28 + years	30 days	240

Vacations taken or scheduled will be charged against vacation credits granted under this clause. Should an employee be granted or placed on an unpaid leave for a period of one (1) month or greater, a debit for each month on an unpaid leave will be charged against vacation credits.

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

23.04 An employee whose service is terminated for any reason shall receive vacation pay for the period to which they are entitled in accordance with the foregoing provisions.

23.05 (a) Seniority will govern in respect to all vacation scheduling up to the last day of February of the vacation year. Vacation requests following this date will be addressed on a first come first serve basis in accordance with the terms below.

- (b) All annual vacation requests shall be submitted by employees to their supervisor, on a form provided by the University, no later than the last day of February in the year taken.
- (c) Notwithstanding the foregoing employees may elect to hold up to a maximum of forty (40) hours of their vacation credits to be taken at a later time in the year.
- (d) Employees requesting to alter their election after the last day of February of the vacation year must submit their request in writing to the Manager of Operations on the understanding that such request will not be unreasonably denied.
- (e) The University will consider the preference of an employee when approving vacation scheduling requests, subject to its operational requirements being met. University responses to vacation requests will be insofar as reasonably practicable, provided to employees within two (2) weeks of submission. Any disputes on this matter may be escalated to the Manager of Operations or if necessary the Director, Campus Safety Office, Emergency Services and Fire Safety so as to ensure a timely resolve. The University reserves the right to schedule vacation in order to comply with this Agreement and to meet its statutory obligations.
- (f) Prior to January 15<sup>th</sup> of the vacation year, the Union will be advised of the days and/or weeks in which vacation will not be permitted along with the supporting rationale; such examples include incident data and campus populations; subject to its operational requirements. Upon request, the University will meet with the Union to discuss and address any concerns arising from the designated dates. The University will give meaningful consideration to any proposals advanced by the Union regarding the designation and/or alternative staffing of such dates.

23.06 Subject to 23.03, to comply with provincial legislation, all employees must take at least eighty (80) hours vacation per year when so entitled. The otherwise unused portion may be carried over in to the next year following to lengthen that year's vacation, if approved by the Manager of Operations in writing, in advance. Such unused vacation credits should be taken within the following vacation year.

23.07 An official record of vacation hours shall be centrally recorded and made readily available to all employees.

- 23.08 An employee who is hospitalized or confined as a result of a serious illness or injury during his/her vacation period will be permitted to utilize sick leave provisions for the period of hospitalization or confinement in accordance with Article 24, provided that the employee furnishes acceptable medical evidence to Occupational Health and Wellness. Upon confirmation by Occupational Health and Wellness, the department will reinstate vacation credits for the period of hospitalization or confinement, which may be scheduled at a later time in accordance with the provisions of this Agreement.
- 23.09 In order of seniority, employees may sign up for a maximum of two (2) working blocks of vacation during the peak vacation period between June 1<sup>st</sup> and August 31<sup>st</sup>. Following this process, employees may select one (1) additional block of vacation during this peak vacation period, on a seniority basis.

#### **ARTICLE 24 - SICK LEAVE**

- 24.01 An employee with less than three (3) months continuous employment shall be eligible for up to three (3) days' sick leave.
- 24.02 An employee with more than three (3) months, but less than six (6) months continuous employment shall be eligible for up to ten (10) days sick leave.
- 24.03 Except as provided in clause 24.07, upon completion of the probationary period an employee shall be considered to be vested with sufficient sick leave entitlement to provide them with full regular pay, without premiums, until they have established eligibility for long term salary continuation benefits.
- 24.04 For absences of five (5) days or more, the employee shall provide medical evidence verifying the illness. The University may require evidence for lesser periods provided the employee is allowed reasonable time to obtain such evidence.
- 24.05 An employee shall give notice in accordance with departmental practice of any illness which will prevent them from performing their duties.
- 24.06 When an employee is entitled to receive compensation under the *Workplace Safety and Insurance Act*, their salary will continue up to the limit of their sick leave entitlement. The employee shall reimburse the University in an amount

equal to lost time compensation received under that *Act* in respect of the period for which they received full salary. Sick leave used shall then be reinstated as of the date the employee returns to work.

24.07 Subject to the provisions of clauses 24.04, 24.05, and 24.06, in each six (6) month period following 1 January 1976 sick leave with pay will be allowed according to the following schedule:

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

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

## **ARTICLE 25 - BENEFITS PROGRAM**

25.01 The benefits program includes:

- (a) Long term disability insurance;
- (b) Medical insurance providing extended health care and semi-private hospital coverage;
- (c) Group life insurance;
- (d) Dental plan.

25.02 The University will contribute sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the total costs of the benefits indicated in (a), and (c) above, and one hundred percent (100%) of the total costs of the benefits in (b) above, and eighty percent (80%) of the total premium costs of the benefits of the dental plan(ee).

25.03 New employees hired on or after July 1, 2009 will require a ten (10) year continuous service requirement at the University to be eligible for post-retirement benefits upon drawing a pension from the University.

25.04 **Benefits on Lay-off**

Employees who have been laid off shall remain eligible to continue benefits coverage in accordance with the cost-sharing arrangement and terms defined with the benefits provider.

25.05 **Benefits Information**

(a) The Employer shall make available to each employee the benefit booklets outlining the current provisions in the benefit plans as defined. Upon request, the Employer will make the Plan(s) available to the Union.

(b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefit plans as defined. The Employer shall also provide the Union with a copy of the benefit booklets provided to the employees upon its written request.

## **ARTICLE 26 - UNIFORMS AND ALLOWANCES**

26.01 (a) It is agreed that bargaining unit members are eligible for reimbursement for meal and transportation expenses in accordance with the Financial Services Travel Policy and Procedure, dated April 22, 2014, as may be amended from time to time.

(b) Providing an employee has not been provided with a meal from the University, the University agrees to pay a meal allowance of up to a maximum of fifteen dollars (\$15.00) including tax to an employee who works more than fifteen (15) consecutive hours at the Director, Campus Safety Office, Emergency Services and Fire Safety or designate's request.

26.02 **Uniform Allocation**

The University agrees to provide, at no cost to the employee, the following clothing and equipment:

- (a) Initial issue by the sixth (6<sup>th</sup>) month of employment:
- (i) One (1) Uniform consisting of:
- one (1) jacket,
  - three (3) pairs of trousers,
  - one (1) cap and badge,
  - one (1) winter cap,
  - one (1) winter type sweater,
  - three (3) long sleeve shirts,
  - three (3) short sleeve shirts,
  - one (1) tie,
  - one (1) nylon equipment belt,
  - one (1) pair of summer and winter "police style" footwear,
  - one (1) raincoat,
  - one (1) pair of winter gloves,
  - one (1) set of handcuffs and carrying pouch,
  - one (1) ASP baton and carrying pouch,
  - one (1) set of medical gloves and carrying pouch,
  - one (1) notebook and leather notebook case,
  - one (1) pepper spray and pepper spray pouch,
  - one (1) flashlight and flashlight holder,
  - one (1) dress uniform,
  - one (1) pair of parade boots,
  - two (2) baseball hats
  - one (1) base layer underwear, upon request.

Following the initial issue, the above items will be issued to each employee on an as needed basis, or as at the discretion of the University. Such requests will not be unreasonably denied.

- (ii) The University will agree to purchase a protective vest and \*two (2) carriers on behalf of Special Constables. Such vest shall be worn at all times while on duty.

\*Special Constables who already have two (2) carriers (one (1) provided for bike patrol), will not be reissued a third (3<sup>rd</sup>) carrier.

- (iii) Employees employed as of May 1<sup>st</sup> each year, will be reimbursed up to a maximum of one hundred dollars (\$100.00) once annually (May 1<sup>st</sup> - April 30<sup>th</sup>), with no carry over provision, for approved work related equipment. Such approval must be secured in advance of the purchase from the Manager of Operations.



- (b) (i) Protective vest carriers shall be replaced on an as needed basis as determined by the Manager of Operations.
- (ii) It is agreed that protective vests (i.e. ballistic panels) shall be replaced prior to the expiry date of the manufacturer's warranty period. It is the responsibility of the employee to advise the Manager of Operations of the expiry date no less than six (6) months prior to such date, in order that vest replacement can be made in a timely manner.

26.03 The University agrees to initially provide, at no cost to the employee, the following clothing and equipment to those employees that have successfully completed approved bicycle patrol training:

- three (3) pair of bicycle pants,
- three (3) pair of bicycle patrol shirts,
- one (1) pair of bicycle patrol shoes,
- one (1) helmet,
- one (1) pair of bicycle gloves,
- one (1) pair of safety glasses, and
- one (1) internal protective vest carrier.

Clothing and equipment shall be replaced when damaged or worn as a result of normal wear and tear, or as at the discretion of the University.

26.04 Employees who have been issued clothing and equipment by the University, in compliance with this Agreement shall be required to wear their uniforms at all times while performing the applicable assignments to which the clothing or equipment are intended.

26.05 **Uniform Committee**

The Uniform Committee shall be tasked with reviewing and assessing uniform equipment and requirements for members. The Committee shall make recommendations from time to time for additional needs and/or changes in regards to uniforms and equipment used by members of the University of Guelph Campus Safety Office. Recommendations will be given consideration by the Director, Campus Safety Office, Emergency Services and Fire Safety.

**ARTICLE 27 - GENERAL**

27.01 All Memorandums of Understanding, Letters of Agreement/Understanding and Appendices to this Agreement shall be considered attached to and part of this Agreement and subject to all of its terms.

**ARTICLE 28 - DURATION**

28.01 This Agreement shall be in full force and effect from May 1, 2021 to April 30, 2024.

28.02 Either party may serve the other with notice within the last three months of its operation that it wishes to amend the Agreement.

28.03 On receipt of such notice by either party, the two parties shall meet or agree on a future date to meet and bargain in good faith to reach a renewal agreement, in accordance with their respective obligations as defined under the *Ontario Labour Relations Act*.


28.04 In the event that neither party serves notice to amend as provided in 28.03, this Agreement shall continue automatically for annual periods of one year each until and unless one party gives notice under Article 28.03.

28.05 During any period of renegotiation, all terms and conditions of the Agreement shall remain in effect and the Agreement shall remain in effect until:

- (a) the parties are in a legal strike or lock-out position; or
- (b) both parties have ratified a renewal of this Agreement with such changes as may have been agreed

SIGNED at Guelph this 9<sup>th</sup> day of February, 2024.

**FOR THE UNION**

DocuSigned by:  
  
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Nathaniel Harding

DocuSigned by:  
  
E792D38EC54043F...  
Margaret Jones

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Christopher McCormick

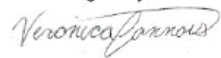
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John McHenry  
OPSEU/SEFPO Staff Representative

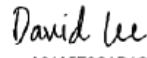





**FOR THE EMPLOYER**

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Veronica Connors

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Sherry Petty

## SCHEDULE A - WAGE SCHEDULE

### 1. Salary Grid for Special Constables:

#### Effective May 1, 2021 (3% increase)

Start Rate	12 Month Rate	30 Month Rate	48 Month Rate	60 Month Rate
\$54,816.36	\$63,619.57	\$70,248.76	\$75,327.40	\$80,268.24

#### Effective July 1, 2021 (1% UPP Adjustment)

Start Rate	12 Month Rate	30 Month Rate	48 Month Rate	60 Month Rate
\$55,364.52	\$64,255.77	\$70,951.25	\$76,080.67	\$81,070.92

#### Effective May 1, 2022 (3% increase)

Start Rate	12 Month Rate	30 Month Rate	48 Month Rate	60 Month Rate
\$57,025.46	\$66,183.44	\$73,079.79	\$78,363.09	\$83,503.05

#### Effective May 1, 2023 (3.5% increase)

Start Rate	12 Month Rate	30 Month Rate	48 Month Rate	60 Month Rate
\$59,021.35	\$68,499.86	\$75,637.58	\$81,105.80	\$86,425.66

2. Each employee will receive a lump-sum bonus of one thousand dollars per year (\$1000/year) in lieu of shift premiums. This payment will be paid in a single separate payment in addition to the employee's regular pay cheque. It is agreed that for new employees, this amount will be pro-rated accordingly, based on a monthly equivalent of eighty-three dollars and thirty-three cents (\$83.33).
  
3.
  - (a) On an employee's tenth (10<sup>th</sup>) anniversary, and in each subsequent year, a yearly bonus of four hundred dollars (\$400) will be payable (in recognition of long service) for that and each subsequent year of service. The bonus will be paid on a bi-weekly basis commencing the pay period in which the employee attains their tenth (10<sup>th</sup>) anniversary.
  - (b) For the fifteenth (15<sup>th</sup>) and each subsequent year, provide for an additional yearly bonus of four hundred dollars (\$400) to be paid in accord with (a) above.

## LETTER OF AGREEMENT 1 - SCHOLARSHIP PLAN

Further to the Collective Agreement between Ontario Public Service Employees Union and the University of Guelph, it is agreed that a scholarship plan will be available to dependent children and spouses of:

- a) regular full-time employees who have completed at least one (1) year of service;
- b) retired or deceased employees; and
- c) employees receiving long term disability payments.

Dependent means child of the employee, less than twenty-six (26) years of age and dependent for support on such employee. The following will also be considered children of the employee: persons the employee is adopting, during the period of probation; stepchildren of the employee; and persons related to the employee by blood or marriage, or for whom the employee is legal guardian. The restriction of twenty-five (25) years does not apply to a physically or mentally disabled child who is over twenty-five (25) years of age and who has this condition and was a dependent of the employee before the age of twenty-six (26). Spouse includes a legal spouse or same-sex partner.

The University will award scholarships for up to eight (8) semesters of undergraduate degree or associate diploma or graduate program at the University of Guelph and Guelph-Humber partnership courses. Scholarship payment amounts shall not exceed tuition fees for the Bachelor of Arts program.

Dependent children must qualify for a scholarship plan by satisfying the University's entrance requirements, either by meeting the academic standards of the program in which they are to be enrolled and must continue to satisfy the academic continuation requirements of their program.

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 Scholarship Assistance Program (OSAP)*; that is, students registered in a minimum of one and one-half (1.5) credits per semester.

Dependent students who have a disability as defined by Section 10 (1) of the *Ontario Human Rights Code* that preclude them from registering for the minimum course requirements may request accommodation through Student Accessibility Services (SAS) pursuant to the University's Policy on Academic Accommodation for Students with

### LETTER OF AGREEMENT 1 - SCHOLARSHIP PLAN (CONT'D)

Disabilities, the Human Rights Policy. Such eligible students will receive the equivalent of eight (8) full-time tuition payments.

Dependent children or spouses wishing to receive a scholarship for any semester during the academic year of August 1<sup>st</sup> to July 31<sup>st</sup> must submit an application form to Human Resources by the required payment deadlines published by Student Financial Services. Student Financial Services will apply the scholarship directly to the student's account for the payment of tuition fees each semester.

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

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

RENEWED at Guelph this 9<sup>th</sup> day of February, 2024.

#### FOR THE UNION

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Nathaniel Harding

DocuSigned by:  
  
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Margaret Jones

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Christopher McCormick

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John McHenry  
OPSEU/SEFPO Staff Representative

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#### FOR THE EMPLOYER

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Erin Detlor

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Veronica Connors

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David Lee

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David Pringle

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Sherry Petty

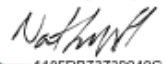
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### LETTER OF AGREEMENT 2 - ATHLETIC FEE SUBSIDY

Further to the Collective Agreement between the University of Guelph and the Ontario Public Service Employees Union, the University will allocate a sum in 2021/2022, 2022/2023, 2023/2024 to subsidize Ontario Public Service Employees Union members' payment of annual fees for the use of the athletics facilities. This subsidy will reduce the annual fee (not including: locker, towel service, course and equipment charges, and Facility Development fees) to twenty-five percent (25%) of the normal fee. The annual membership will begin as of September 1<sup>st</sup>.

RENEWED at Guelph this 9<sup>th</sup> day of February, 2024.

#### FOR THE UNION

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Nathaniel Harding

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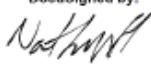
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### LETTER OF AGREEMENT 3 - CHANGE OF CARRIER

Further to the Collective Agreement between the University and OPSEU Local 231 is understood that the University may at any time during the term of the Collective Agreement substitute another carrier for any benefits plan provided that the current provisions of the employee extended health, dental, long term disability and life insurance plans are maintained at no less than the current levels.

RENEWED at Guelph this 9<sup>th</sup> day of February, 2024.

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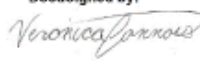
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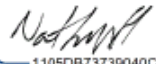



**LETTER OF AGREEMENT 4 - HEALTH & PERFORMANCE CENTRE**

The University shall, on a one-time basis only during the life of this Collective Agreement, reimburse OPSEU members, seventy-five percent (75%) of the cost of enrolment and participation in one (1) of the offerings available under Nutrition Services, Fitness Services or Fitness Testing Services at the University of Guelph’s Health & Performance Centre, or enrolment in the “Weight Watchers” ten (10) week, or fourteen (14) week, or twenty (20) week “At Work Program” (one (1) program only).

RENEWED at Guelph this 9<sup>th</sup> day of February, 2024.

**FOR THE UNION**

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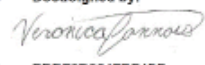
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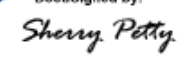
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## **LETTER OF AGREEMENT 5 - MINIMUM STAFFING REQUIREMENTS**

The parties agree that there is a mutual interest in maintaining staffing levels across shifts in a manner that recognizes officer safety and attempts to ensure an equitable distribution of duties. As such, the University has acknowledged that it will provide a minimum of two (2) uniformed officers per shift. Additionally, the University will provide a minimum of no less than three (3) uniformed officers during peak hours on high activity shifts, as determined by management (e.g. Thursday, Friday or Saturday nights), during the fall and winter semesters.

Notwithstanding the foregoing, in situations beyond the University's control which cause an unanticipated staffing shortage, it is understood that an officer may be required to work independently until such time as additional personnel can be provided. The University will use its best efforts to fill the shortage as soon as possible.

It is understood that such staffing requirements, given operational requirements and historical incident rates, may on occasion, need to be adjusted in either direction, and that nothing herein precludes the parties from entering into discussions about adjusting the levels accordingly.

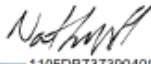
For the purposes of clarity, an officer, as identified herein, shall include:

- (i) Any member of the Union who has successfully completed initial orientation to the satisfaction of the University;
- (ii) Any Duty Sergeant or Acting Sergeant;
- (iii) Any member of Guelph Police Service requested by the University to act in an on-campus capacity.

# LETTER OF AGREEMENT 5 - MINIMUM STAFFING REQUIREMENTS (CONT'D)

RENEWED at Guelph this 9<sup>th</sup> day of February, 2024.

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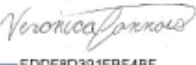
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## **LETTER OF AGREEMENT 6 - COMPENSATION FOR ATTENDANCE AT TRAINING**


Further to discussions during the 2015 round of Collective Bargaining, the University and the Union, and consistent with the parties' mutual desire to afford maximum opportunity for employee training and to minimize overtime costs associated with training, the parties agree as follows:

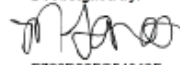
1. Training courses will be scheduled in manner that provides the employee with as much notification as is reasonably possible, in advance of attendance.
2. An employee directed by the University to attend a training course which hours are contiguous with their scheduled shift shall be paid at their appropriate hourly straight time rate.
3. Officers scheduled for a block of training (i.e. three (3) days or greater) will be scheduled off work, the day prior to, and following, the training session/course.
4. The number of hours spent in attendance at the session/course, associated travel time, and scheduled time off prior to and following the session/course will be considered for the purpose of determining an employee's regular scheduled hours of work for that period.
5. The employee and the Manager of Operations and/or Sergeant will work together to make the necessary adjustments to the employee's working schedule, to the extent required, in order to ensure that the employee has worked the regular requisite number of hours in the six (6) week rotational block, or at a mutually agreeable time thereafter. The intention being to achieve a zero (0) balance of time earned while attending training courses.
6. Notwithstanding the foregoing, an employee directed by the University to attend a training session/course which hours are not contiguous with their scheduled shift shall be paid a rate of time and one half (1.5) the employee's regular hourly rate or an equivalent amount of time off in lieu of payment for attending such training.


# LETTER OF AGREEMENT 6 - COMPENSATION FOR ATTENDANCE AT TRAINING (CONT'D)

RENEWED at Guelph this 9<sup>th</sup> day of February, 2024.

## FOR THE UNION

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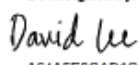
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## **LETTER OF AGREEMENT 7 - TEMPORARY EMPLOYMENT**

The hiring of a temporary full-time employee shall not be in an established position except in the case of the temporary absence of the regular incumbent who is accessing one of the following leaves as set out below:

- Article 17.01 Discretionary Leave of Absence Without Pay;
- Article 17.04 Paid Parental Leave;
- Article 17.05 Unpaid Parental Leave;
- Absences for medical reasons greater than thirty (30) calendar days; or
- Other Statutory leaves as prescribed by the Employment Standards Act, 2000.

The hiring of a temporary full-time employee under this Letter of Agreement will normally not exceed twelve (12) months in duration. Any request by the University for an extension to this period, shall be made in writing to the Union for approval, such approval shall not be unreasonably withheld. Nothing in this Letter of Agreement shall be used to permanently reduce the full-time complement of twelve (12) Special Constables as at the date of this renewal Collective Agreement.

The following rules will apply with respect to temporary full-time employees and shall be read as to modify the applicable provisions of the Collective Agreement:

### **Family Responsibility Time**

Two (2) days of Family Responsibility Time (FRT) will be provided to temporary full-time employees in accordance with Article 17.08. A temporary full-time employee with outstanding time owing at the time of termination will have such amount deducted from their final pay.

### **Paid Personal Leave**

A temporary full-time employee with more than six (6) months of continuous service will be provided one (1) day of Paid Personal Leave (PPL) annually for the purposes of observing an obligatory religious holiday pursuant to the requirements of Article 17.10.

### **Sick Leave**

Sick leave for temporary full-time employees will be provided in accordance with Article 24.01 and Article 24.02.

## LETTER OF AGREEMENT 7 - TEMPORARY EMPLOYMENT (CONT'D)

### **Benefits**

- a. The current components of the benefits program for temporary full-time employees are provided in accordance with the benefits booklet and are:
  - i) Long term disability insurance;
  - ii) Extended health care insurance which includes extended health care and semi-private hospital coverage, paramedical, hearing and vision;
  - iii) Group life insurance;
  - iv) Pension plans; and
  - v) Dental plan.
  
- b. The benefits of Extended Health Care Insurance and group life insurance will be extended to temporary full-time employees 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 temporary full-time employees 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  
For those temporary full-time employees who qualify for participation in the benefit coverage for Long Term Disability Insurance, employees 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. Long Term Disability benefits for temporary full-time employees will be provided in accordance with the policy.
  
- d. Group Life  
Temporary full-time employees can elect one times (1x) basic annual earnings (rounded to the next highest one thousand dollars (\$1,000)) to a maximum benefit of twenty-five thousand dollars (\$25,000) with coverage ceasing at the end of the semester following the date the employee reaches sixty-five (65) years of age.

**LETTER OF AGREEMENT 7 - TEMPORARY EMPLOYMENT (CONT'D)**

- i. Extended Health Care Insurance  
For those temporary full-time employees who qualify and elect to participate in the benefit coverage for Extended Health Care Insurance and whose workload 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.
  - ii. For temporary full-time employees who qualify and elect to participate in the benefit coverage for Extended Health Care Insurance and whose workload 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  
For those temporary full-time employees who qualify and elect to participate in the benefit coverage for dental and whose workload 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.
- i. For those temporary full-time employees 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 percent (80%) of the total cost of the benefits.
- f. Pension Plan  
See Appendix A – Memorandum of Agreement Regarding Consent to the Conversion to the University Pension Plan (UPP).

**Other Benefits**

Temporary full-time employees are ineligible for tuition waiver, the spousal and dependent Scholarship Program (LOA #1), Athletic Fee Subsidy (LOA #2) and the Health & Performance Centre discount (LOA #4).



### LETTER OF AGREEMENT 7 - TEMPORARY EMPLOYMENT (CONT'D)


#### Lay-off


It is understood that temporary full-time employees shall be terminated before the lay-off of a regular full-time employee, provided such termination will satisfy the need for reduction.

RENEWED at Guelph this 9<sup>th</sup> day of February, 2024.

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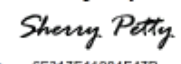
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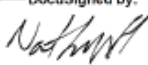
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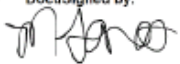
## LETTER OF AGREEMENT 8 - COMPREHENSIVE ONTARIO POLICE SERVICES ACT

As of the date of this Letter of Agreement, the *Comprehensive Ontario Police Services Act, 2019* (the "Act") has been introduced by the Ontario government. To the extent that the *Act* is amended, and changes receive Royal Assent during the term of this Collective Agreement, the University and OPSEU, Local 231 commit to meeting in order to discuss what impact, if any, the *Act* has on the Collective Agreement and Members.

DATED at Guelph this 9<sup>th</sup> day of February, 2024.

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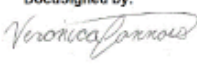
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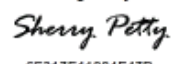
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**LETTER OF AGREEMENT 9 - APPLICATION OF ARTICLE 23 'VACATIONS' AND LOA #5 'MINIMUM STAFFING REQUIREMENTS'**


With respect to the application Article 23 and Letter of Agreement 5 (Minimum Staffing Requirements) of the Collective Agreement, the University will approve a request for two (2) Special Constables to be granted vacation at a given time provided that operational requirements are still met, and on the condition that such approval does not pose health and safety concerns, or otherwise result in overtime or costs associated with a paid duty assignment.

RENEWED at Guelph this 9<sup>th</sup> day of February, 2024.

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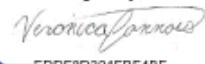
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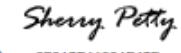
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## **LETTER OF AGREEMENT 10 - FLEXIBLE SPENDING CREDITS**

Effective January 1, 2023, the University will provide Flexible Spending Credits (Flex Credits) to all active eligible Regular Full-Time (RFT) and Temporary Full-Time (TFT) employees who are members of the Bargaining Unit hired for greater than twelve (12) months. Each eligible employee will be provided with Flex Credits in the amount of seven hundred and fifty dollars (\$750). Eligible employees elect to allocate their Flex Credits into one (1) or more of the following two (2) accounts:

- Health Care Spending Account (HCSA)  
The Health Care Spending Account (HCSA) can be used to pay for employee and/or eligible spouses'/dependents' qualifying medical and dental expenses under the *Income Tax Act (Canada)*, incurred after the deposit date, that are not covered or are only partially covered by the University's group benefits plan.
- Taxable Wellness Spending Account (TWSA)  
Supports health and wellness for employees only (i.e. spouses/dependents are not eligible). This account can be used to pay for items including, but not limited to: fitness club membership fees, fitness or sporting equipment, personal training sessions, nutritional counselling, weight loss programs, smoking cessation programs, legal advice and/or financial advice. Wellness spending account reimbursements are taxable benefits and will be reported on an annual T4 statements of the employee.

### **Operation**

#### **1. Allocation of Flex Credits**

- All allocations of Flex Credits must be made in fifty-dollar (\$50) increments.
- This election must be made by November 30<sup>th</sup> of the year prior to the calendar year in which the credits will be allocated to the various accounts. Only one (1) election may be made in any year.
- The election as to the allocation of Flex Credits rests exclusively with the employee and once made is irrevocable.
- Where an employee fails to make an election for the Flex Credits, as an automatic default one hundred percent (100%) will be automatically credited to the employee's HCSA, with no allocation to the Taxable Wellness Spending Account.

## **LETTER OF AGREEMENT 10 - FLEXIBLE SPENDING CREDITS (CONT'D)**

### **2. Eligibility**

Participation in the Flex Credit arrangement is restricted to active and eligible RFT and eligible TFT employees represented by the Bargaining Unit employed as at January 1<sup>st</sup> meeting the criteria as set out below:

- In order to be eligible to participate, a TFT employee must be employed on a contract greater than twelve (12) months or have been continuously employed full-time with the University for twelve (12) months or more as at January 1<sup>st</sup>.
- For the purpose of this Agreement, active RFT and TFT employees shall include those employees on any statutory protected leave (i.e. maternity or parental leave, family medical leave, etc.), short term disability, long term disability, drawing WSIB benefits, on vacation or an otherwise approved paid leave of absence.
- An active employee does not include an RFT or TFT employee on a leave of absence without pay for a period of thirty (30) calendar days or more.
- Retirees are not eligible to participate in this Flex Credit arrangement.
- Newly hired RFT and TFT employees will have access to one hundred percent (100%) of Flex Credits for the calendar year, provided their employment commences on or before July 1<sup>st</sup> of the same calendar year.
- All RFT and TFT employees whose employment commences after July 1<sup>st</sup>, with the exception of those hired after November 30<sup>th</sup>, as detailed below, will see their Flex Credits prorated by fifty percent (50%) for the balance of that calendar year.
- Those employees hired after November 30<sup>th</sup> will not be eligible to participate in the Flex Spending Program until the following calendar year.
- All employees hired during a calendar year and who are eligible to receive Flex Credits will be required to direct the allocation of their Flex Credits to HCSA or TWSA within thirty (30) days of the commencement of their employment, failing which the default allocation shall apply.

### **3. Account Balance Carry Forward Provisions**

- The same carry forward provisions will apply to both the HCSA and TWSA.
- Unused account balances can be carried forward and combined with new Flex Credit allocations for the following calendar year.

## LETTER OF AGREEMENT 10 - FLEXIBLE SPENDING CREDITS (CONT'D)

- At the end of the second calendar year, any balances remaining from the previous year will be forfeited (i.e. spending in any one (1) year must exceed funds carry forward from year immediate proceeding).
- Carry forward balances must remain in the original accounts (i.e. no inter account transfers are permitted once the allocation election has been made).

### 4. Payment of Claims

- The claim year is January 1<sup>st</sup> to December 31<sup>st</sup>.
- HCSA and TWSA: Employees can submit claims at any time throughout the year, however, all claims must be received by the carrier no later than March 31<sup>st</sup> following the year in which the expenses have been incurred. Employees retiring or terminating must have all claims incurred prior to their termination or retirement date submitted within thirty (30) calendar days of their last day of employment.

DATED at Guelph this 9<sup>th</sup> day of February, 2024.

#### FOR THE UNION

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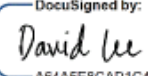
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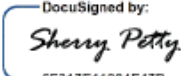
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## LETTER OF AGREEMENT 11 - BENEFITS

The annual dollar allocation for psychologist coverage under the extended health plan will increase to two thousand dollars (\$2000) per calendar year. Coverage under this Agreement will also be expanded to include counselling services provided by counsellors with a Master of Social Work, psychotherapists, psychoanalysts, marriage and family therapists, or clinical counsellors provided that they are licensed and registered by a recognized governing body as defined by the benefits provider.

DATED at Guelph this 9<sup>th</sup> day of February, 2024.

### FOR THE UNION

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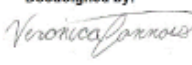
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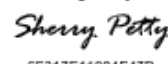
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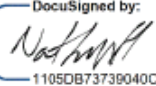
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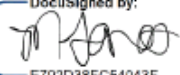
## LETTER OF AGREEMENT 12 – LEGAL INDEMNITY

The parties agree that where a member is charged with a criminal, civil or statutory offence arising from the member’s actions performed in good faith and within the scope of the member’s duties and where subsequently there is no finding of guilty or liability on the part of the member, then the University agrees to pay for the necessary and reasonable legal costs incurred by the member in the defense of such charges.

DATED at Guelph this 9<sup>th</sup> day of February, 2024.

### FOR THE UNION

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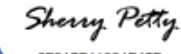
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## APPENDIX A – MEMORANDUM OF AGREEMENT REGARDING CONSENT TO THE CONVERSION TO THE UNIVERSITY PENSION PLAN (UPP)

### MEMORANDUM OF AGREEMENT [“MOA”]

BETWEEN

THE UNIVERSITY OF GUELPH  
(hereinafter referred to as the “University”)

– and –

ONTARIO PUBLIC SERVICE EMPLOYEES’ UNION, LOCAL 231  
(hereinafter referred to as the “Union”)

### MEMORANDUM OF AGREEMENT REGARDING CONSENT TO THE CONVERSION TO THE UNIVERSITY PENSION PLAN (the “UPP”)

WHEREAS the University and the Union are parties to a collective agreement with an expiry date of April 30, 2018 (the “Collective Agreement”);

AND WHEREAS the parties have been discussing the conversion of the University of Guelph Retirement Plan (the “Plan”) to a new sector jointly sponsored pension plan, the UPP;

AND WHEREAS the parties wish to enter into this MOA to provide for the Union’s consent pursuant to and in accordance with relevant provisions of the Pension Benefits Act and Regulations thereto for transition to the UPP and related amendments to the Collective Agreement;

NOW THEREFORE the parties agree as follows:

#### 1. Consent to Conversion under the Pension Benefits Act

The Union will consent on behalf of all employees in the bargaining unit covered by the Collective Agreement to the conversion of the Plan to the UPP under section 80.4 of the Pension Benefits Act, including transfer of the Plan’s assets and liabilities to the UPP, and will support the position of the University in its application, when made, for the approval of such conversion and transfer. Union consent under this paragraph 1 will be subject to ratification by both parties under paragraph 7 below. For clarity, if the Union does not provide consent on behalf of all employees in the bargaining unit covered by the Collective Agreement to the conversion of the Plan to the UPP under section 80.4 of the Pension Benefit Act before April 5, 2019, then the terms and conditions of this MOA, including the wage grid adjustment pursuant to paragraph 4 below, will be null and void and will not be implemented.

#### 2. Participation in the UPP.

- (a) Effective January 1, 2020, or, if later, the effective date of the UPP, employees who are active members of the Plan shall become members of the UPP (“Contingent UPP Members”), provided that they shall not accrue any service under the UPP until the later of the date that the Superintendent of Financial Services (or his or her successor) approves a transfer of the assets from the Plan to the UPP and July 1, 2021 (or such other date as the transfer may be approved or the parties may agree) (the “UG Conversion Date”).

## **APPENDIX A (CONT'D)**

- (b) Employees who become members of the Plan on or after January 1, 2020 but before the UG Conversion Date, will be enrolled in the UPP according to the UPP eligibility provisions as Contingent UPP Members.
- (c) Effective on the University Conversion Date, the Contingent UPP Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the Plan and the Plan shall, as of the UG Conversion Date cease to exist as a separate pension plan.
- (d) Employees who are not members of the Plan as of the Conversion Date will join the UPP in accordance with its terms.
- (e) The terms of the UPP will be consistent with those terms set out in the Milestones Agreement dated October 18, 2018, as amended from time to time, and such other terms as are provided under the definitive documentation establishing the UPP.

### **3. Member/employer contributions under the UPP**

On the date that pension accrual starts under the UPP for the members of the Plan, including the University UPP Contributing Members, the contributions shall be 50/50 and subject to change thereafter as determined by the Sponsors of the UPP, including under any Funding Policy developed by the Sponsors. 50/50 contributions on the date that pension accrual starts under the UPP are currently expected to be:

9.2% of Pensionable Salary up to the YMPE; and

11. 5% of Pensionable Salary over the YMPE

### **4. Pension Contribution Offset**

Effective on the University Conversion Date, and upon the implementation of the increase in member contributions set out under paragraph 3 above, a one-time adjustment of one percent (1%) will be applied to the wage grid in Schedule A of the Collective Agreement in effect at that time. This one time adjustment will be fully conditional upon the conversion of the Plan to the UPP.

### **5. Amendments to the Collective Agreement**

On or before the UG Conversion Date, and effective as of the UG Conversion Date, the Collective Agreement or any renewal collective agreement between the University and the Union in effect on the UG Conversion Date will be deemed for all purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this MOA, including, without limiting the generality of the foregoing:

- (a) The following will be considered deleted from the OPSEU Local 231 Collective agreement or, equivalently considered void;
  - (i) Memorandum of Understanding 3 – Pension Plan

**APPENDIX A (CONT'D)**

(ii) Memorandum of Understanding 8 – Early Retirement Subsidies

(iii) Delete reference to "Pension Plans" in Article 25.01 (d)

- (b) The incorporation of "no grievance and arbitration provisions" respecting pension matters – i.e. any and all issues related to the UPP shall not constitute a "difference" between the parties for the purposes of the Ontario Labour Relations Act or the collective agreement in effect on the UG Conversion Date and must be addressed under the provisions of the UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the University and the Union that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and
- (c) Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

**6. Enforcement of the MOA**

This MOA shall be appended to and form part of the Collective Agreement and any renewal collective agreement in effect before the UG Conversion Date and notwithstanding the grievance and arbitration provisions of any collective agreement, William Kaplan shall be seized as mediator-arbitrator of any issues related to the interpretation, application, administration or alleged violation of this MOA. If William Kaplan is unable or unwilling to serve as mediator-arbitrator than Eli Gedalof shall be seized as mediator-arbitrator

**7. Ratification**

The representatives of the parties respective negotiating committees hereby agree to unanimously recommend to their principals the ratification of this MOA.

FOR THE UNIVERSITY

*Annela Harley*  
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FOR THE UNION

*[Signature]*  
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DATED AT GUELPH THIS 1st DAY of April 2019.