Memorandum of Agreement
(this “Agreement”)

Between
The University of Guelph
(the “University”)

And
Ontario Public Service Employees Union
(the “Union”)

(together “the Parties”)

Re: Renewal Collective Agreement

1. The University and Union bargaining teams have tentatively agreed to the Articles, Appendices, Schedules, Letters and Memorandums, attached hereto as Appendix A, (the “Renewal Collective Agreement”);

2. The Parties agree to the terms of this Agreement as constituting the full and final settlement of all matters in dispute of this renewal collective agreement;

3. The Parties agree that each will recommend to its respective principals the ratification of the Renewal Agreement with complete acceptance of the terms of this Agreement;

4. The Parties agree that unless stipulated otherwise, all terms and conditions of this Agreement are deemed effective as of the date of ratification and shall apply to all members of the bargaining unit;

5. The Parties agree to make the necessary housekeeping amendments to the Renewal Collective Agreement in order to give effect to the overall intentions of the Parties;

6. The Parties agree that the terms of the previous Collective Agreement shall continue unless amended by this Memorandum of Agreement and the signed off provisions which are attached herein;

7. The Parties warrant that each of the signatories of this Agreement is authorized to bind its respective Party;

For the University

For the Union

Signed this 16 day of August, 2016, at Guelph, Ontario
ARTICLE 1 – PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees 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.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

[Signature]

For the Union

[Signature]

Signed this 9th day of March 2016, in Guelph, Ontario, at 5:00 and pm
The Employer University recognizes the Union as the sole and exclusive bargaining agent with respect to all matters properly arising under the terms of this covered by this Agreement for all Special Constables employed by the University of Guelph at Guelph, save and except officers of the rank of Sergeants, and above, persons above the rank of Sergeants and persons currently covered by other bargaining-units.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

For the Union

Signed this 10th day of May 2016, in Guelph, Ontario, at ___ am/pm
ARTICLE 2 – RECOGNITION

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.

DEFINITIONS

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

2.067 "Day" means a working day in the University’s Human Resources Division for the individual concerned unless otherwise specifically stated. For clarity a day shall not include Saturdays, Sundays and statutory holidays.

2.078 "Regular hourly rate" means an amount calculated by dividing annual salary by 2080, or 2088 in the case of a leap year.

2.089 "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 Community Police division. Seniority shall be applied on a bargaining unit wide basis in the bargaining unit from the last date of hire in the employ of the University of Guelph Campus Community Police and shall be on a bargaining unit wide basis.

2.0910 "Member" shall mean a member of OPSEU Local 231.

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Signed this 04th day of March 2016, in Guelph, Ontario, at 5:00 am.
ARTICLE 2 – RECOGNITION

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 such duties by the Special Constables.

2.11 "Union Steward" shall mean any member of OPSEU Local 231 who has completed their probationary period and has been elected or appointed to represent the members of the Union.

Notes: The numbering of Articles is subject to final review
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For the University

[Signature]

For the Union

[Signature]

Signed this 19 day of April 2016, in Guelph, Ontario, at 10:00 am/pm
ARTICLE 3 - NO DISCRIMINATION

3.01 The Employer **University and the Union** agrees that there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practised by the Employer **the University, the Union** or its **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 bonafide occupational requirement due to the nature of the job), place of origin or ethnic origin, ancestry, citizenship, receipt of public assistance, and political opinion.

3.04 **Accommodation Committee**

The parties agree that each party, and all employees, may have a obligation to accommodate an employee who may for protected reasons under the OHRC require accommodation in employment. A committee of equal representatives shall be struck whose role it will be to develop a return-to-work plan or an accommodation plan for each employee who requires accommodation. The committee will meet when necessary or will develop terms of reference to outline operational processes. Union representatives to such committee shall be duty assigned by the employer.

**The University, the Union and the Employee recognize the duty of accommodation and their respective responsibilities under the Ontario Human Rights Code.**

The Employer **University** shall make every reasonable effort to accommodate the needs of employees related to prohibited grounds under the **Ontario Human Rights Code** OHRC. Where **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 employees right to request Union representation during the **accommodation process** of a returning employee is necessary, the Employer
shall negotiate a return to work protocol with the Union through the accommodation committee.

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.

Notes: The numbering of Articles is subject to final review. Bolding and strikethroughs as reflected for the purpose of highlighting changes only.

For the University

[Signature]

Signed this 12th day of July 2016, in Guelph, Ontario, at 4:45 am PM

For the Union

[Signature]
ARTICLE 3 – NO DISCRIMINATION

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 102 and/or Ontario Human Rights Code respectively, exercised or practised against any employee.

Notes: The numbering of Articles is subject to final review. Bolding and Strikethroughs as reflected for the purpose of highlighting changes only.

For the University

[Signature]

For the Union

[Signature]

Signed this 19 day of April 2016, in Guelph, Ontario, at 10:00 am.
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 layoff 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 Constable, 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.

Notes: The numbering of Articles is subject to final review
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For the University

For the Union

Signed this 14th day of March 2016, in Guelph, Ontario, at ___ am/pm
ARTICLE 5 - DUES DEDUCTION

5.01 The Employer 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 Employer University agrees that it will submit a cheque to the Union, not later than the 15th 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 Employer 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 Employer Director of Human Resources (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 Employer University harmless and to indemnify the Employer University with respect to any claim made against the Employer University by any employee or group of employees arising out of the deduction of union dues as herein provided.

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For the University

For the Union

Signed this 4th day of March 2016, in Guelph, Ontario, at 5:00 am/
**Article 6 – 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.

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Notes: The numbering of Articles is subject to final review

Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

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For the University

[Signature]

For the Union

[Signature]

Signed this 31st day of June 2016, in Guelph, Ontario, at 4:45 am/est
ARTICLE 6 - UNION REPRESENTATION

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 and places 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. Be paid at his/her regular earnings for the period of time to prepare for and attend the meeting. At any such meeting, the grievor is entitled to be assisted by his/her steward and a Staff Representative when necessary.

6.07 Negotiating Committee

(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 Community Police, Emergency Services and Fire Safety, or their designate, no less than 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.** The Employer shall also release negotiating team members from duty for reasonable preparation time. For time spent in preparation for negotiation the employees' salary, credits, and applicable benefits shall be maintained by the Employer. This shall be paid time by the employer.

6.08 **Labour/Management Committee Employer/Employer Relations Committee**

(a) It is agreed that a **Labour/Management** joint committee will be established with equal representatives of the Union and of the Employer (Up to three (3) representatives from the Employer and the Union). The Employer shall ensure that at least one of their representatives is empowered to make decisions for the Employer.

(b) The committee shall meet at the request of either party to discuss matters of concern at a mutually-agreed time and place. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meetings. The chairperson of the committee shall be selected by the Employer for the first meeting during the term of this collective agreement and thereafter shall alternate between a Union member and an Employer member. The committee shall meet in **hold regular meetings in May and November** April and October of each year, or and at the request of either party. Minutes shall be taken at each **Labour/Management** Employer/Employer Relations meeting, 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) Either party may be represented by up to three (3) employees, or more if mutually agreed: OPSEU staff Rep may attend meetings upon request by Union.

(e) The purpose of the **Labour/Management** Employer/Employer Relations 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** Employee-Employer Relations Committee shall **suffer no loss of pay or benefits for time spent during their normal working hours attending the meeting.** not lose regular earnings for time spent attending meetings of the Committee, including reasonable preparation time.
6.09 The Employer shall maintain wages, benefits and credits for employees carrying out activities under this agreement.

6.10 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.

6.11 **Copies of the Agreement**

The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the Employer and the parties shall share equally the cost of printing of the Collective Agreement and distribute sufficient copies of this agreement to all parties. Where requested, the parties shall co-operate in making the agreement accessible to employees as required by the Accessibility for Ontarians with Disabilities Act (AODA), in alternative formats or languages.

6.12 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer University for a period of up to 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, given a copy of the collective agreement.

6.13 **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.
6.14 **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.**

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Notes: The numbering of Articles is subject to final review. Bolding and strikethroughs as reflected for the purpose of highlighting changes only.

For the University

Signed this 4th day of March 2016, in Guelph, Ontario, at __am/pm.

For the Union

[Signature]

[Signature]
6.05  (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 Community Safety, or their designate. Access to certain areas may be restricted for security and/or privacy reasons.

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For the University

For the Union

Signed this 16th day of May 2016, in Guelph, Ontario, at ___ am/___ pm.
ARTICLE 6 - UNION REPRESENTATION

Negotiating Committee

§.02 (a) The Employer agrees to recognize the negotiating committee comprised of a Union Staff Representative and up to three (3) five 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. For the time spent in negotiations up to and including conciliation, 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. The employees' salary, credits, and applicable benefits shall be maintained by the Employer. Either party may utilize additional resource staff as may be required.

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For the University

[Signature]

For the Union

[Signature]

Signed this 16th day of August 2016, in Guelph, Ontario, at __:__ am/pm
ARTICLE 7 - OCCUPATIONAL HEALTH AND SAFETY

The Employer agrees to establish and maintain one Joint Health and Safety Committee in accordance with the provisions of The Occupational Health and Safety Act (OHSA) and regulations as amended from time to time. The Committee shall be comprised of equal representatives from the Union and representatives from the Employer. Time off shall be granted to committee members at the regular or overtime rate, and preparation time of no less than one (1) hour per meeting as provided in OHSA.

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.

The Employer 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. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees. 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.

All employees are required to work in compliance with statutory and University requirements, and to report unsafe conditions to their supervisor.

All employees covered by this agreement have a right to freedom from harassment in the workplace. All employees have a right to freedom from harassment because of sex, by his or her Employer or agent of the Employer or by another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. The Employer undertakes to investigate all complaints of workplace harassment in an expeditious manner and share the results of such investigation with the Union.
7.05 Violence in the Workplace
(a) The parties agree that violence shall be defined as any behaviour, or incident, in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. An employee who believes he/she has been subjected to such incident shall report this to a Supervisor who will make every reasonable effort to rectify the situation.

(b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.

(c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.

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 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.

Notes: The numbering of Articles is subject to final review
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For the University

For the Union

Signed this 14th day of March 2016, in Guelph, Ontario, at 5:00 am
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.

Notes: The numbering of Articles is subject to final review
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For the University

[Signature]

For the Union

[Signature]

Signed this 10th day of May 2016, in Guelph, Ontario, at 8:30 am
ARTICLE 8 - NO STRIKE OR LOCK-OUTS

8.01 There shall be no strikes or lockouts for the term of this agreement as provided in the Ontario Labour Relations Act.

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

Notes: The numbering of Articles is subject to final review. Bolding and Strikethroughs as reflected for the purpose of highlighting changes only.

Signed this 19 day of April 2016, in Guelph, Ontario, at 10:00 am/ pm.
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 s/he 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 Stage 1**

The employee may file a grievance in writing with the Director, Campus Community Police, Emergency Services and Fire Safety, or their designate immediate Supervisor. The written grievance, signed by the employee, shall state the nature of the grievance and the re-dress sought. The Director, Campus Community Police, Emergency Services and Fire Safety, or their designate immediate Supervisor shall give the grievor his decision in writing within ten (10) seven (7) days of the submission of the grievance.

9.04 **Step Stage 2**

If the grievance is not resolved at Step Stage 1, the grievor may submit the grievance to the Director, Human Resources, Staff Relations, or their designate Director of University of Guelph Campus Community Police, or designee, 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 shall deliver his/her decision in writing within ten (10) seven (7) days of the meeting. If the grievance is not resolved at Step Stage 2, the grievor may submit his/her grievance to arbitration as set out in Article 10 below.

9.05 **Dismissal Grievance**

(a) 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 Stage 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, or Board of Arbitration.

(b) 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 immediately.

(c) The Association will receive a copy of all written letters of discipline given to bargaining unit employees.

(d) 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.

9.06 Suspension relating to Criminal Charges

(a) Where a member of this bargaining unit is charged with a criminal as a result of the execution of their legal duty the University may suspend the member from duty with full pay as would normally be provided. It is agreed that this suspension is subject to the grievance and arbitration procedure as laid out in Article 9.

(b) While suspended, the member shall not exercise any powers of a Special Constable or wear or use clothing or equipment that was issued by the University.

9.07 Policy and/or Group Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, it may be submitted at Stage Two of the grievance procedure. Such grievances must be submitted within twenty (20) days after the incident giving rise to the grievance.
9.07 **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.

9.08 **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.

9.09.09 **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.** Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.

9.10 **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.**

9.09 **9.11** In this Article and Article 10, days shall include all days exclusive of Saturday, Sunday and designated holidays.

9.10 **9.12** 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.
9.13 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.

Notes: The numbering of Articles is subject to final review. Bolding and strikethroughs as reflected for the purpose of highlighting changes only.

For the University

[Signature]

Signed this 10 day of April 2016, in Guelph, Ontario, at 10:00 am/pm.

For the Union

[Signature]
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.

Where a party prefers to use a full panel for arbitration, each side as noted above shall identify a nominee to the panel and they shall attempt to agree upon a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.

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 Arbitration Board 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 proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, 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 its nominee the Arbitrator, where necessary, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.

10.09 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.

10.10 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.

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

10.11 Employees who are summoned or subpoenaed and whose attendance is required at arbitration hearings shall receive permission to be absent from work with pay.

10.12 The Arbitration Board Arbitrator shall be governed by the following provisions:

(a) The Arbitrator or Arbitration Board 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 decision of the majority is the decision of the Arbitrator or Arbitration Board, but if there is no majority, the decision of the chairman governs.
(e) **(b)** The Board shall **Arbitrator** determine its **their** own procedure but shall give full opportunity to all parties to present evidence and make representations.

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**Notes:** The numbering of Articles is subject to final review. Bolding and strikethroughs as reflected for the purpose of highlighting changes only.

For the University

[Signature]

Signed this 10 day of April 2016, in Guelph, Ontario, at 10:00 am/pm

For the Union

[Signature]
ARTICLE 11 - PERSONNEL-FILE Human Resources File

11.01 **Upon written request to Human Resources,** an employee shall be entitled to view the entire contents of his or her personnel file. **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.**

Notes: The numbering of Articles is subject to final review. Bolding and Strikethroughs as reflected for the purpose of highlighting changes only.

For the University

Signed this 19th day of April 2016, in Guelph, Ontario, at 6:30 am/4pm

For the Union
ARTICLE 11 - PERSONNEL FILE - Human Resources File

11.02

(b) The **University** Employer will not rely on or refer to adverse comments on a performance appraisal **evaluation** if subsequent appraisals **evaluation** do not show a continuation of the problem one (1) year after the occurrence of the original problem.

(c) The **University** Employer shall ensure that each member of the University of Guelph Police Service - **employee** receives a written annual evaluation of their work performance. Such evaluation shall be modelled after a three hundred and sixty-degree evaluation process. The person evaluating the member **employee** shall be someone who has **will have** directly supervised the member and has been able to observe the **employee** member while engaged in their regular duties for forty-five (45) **working days** on a consistent basis during the evaluation period. The purpose of such evaluation is not intended to be punitive in nature, but is intended to **is to set goals and objectives** that support the members' growth and professional development, in addition to addressing and planning to correct any performance related concerns.

(d) A copy of each performance appraisal **evaluation** shall be given to an employee and a copy shall be placed on his or her file.

(e) An employee who objects to his or her performance appraisal **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 appraisal **evaluation** in the personnel file **Human Resources file**.
(f) The Employer shall provide an employee with written reasons for any disciplinary action, and with a copy of any adverse report. Any reply by the employee shall become part of the employee's record.

Notes: The numbering of Articles is subject to final review. Bolding and strikethroughs as reflected for the purpose of highlighting changes only.

Signed this 12th day of July 2016, in Guelph, Ontario, at ___:___ am/pm.
Article 12 - Seniority

12.01  (a) Seniority as referred to in this agreement shall mean length of continuous service in the bargaining unit from the last date of hire in the employ of the University of Guelph Campus Community Police and shall be on a bargaining unit-wide basis. Seniority is as defined under Article 2.09 of this Collective Agreement.

Clarity Note:

(b) Last date of hire includes all Continuous unbroken service prior to certification of the Union for all bargaining unit members.

(b) Full-time employees shall accumulate seniority on the basis of years, months, and days of employment since last date of hire.

12.02 An electronic Seniority lists will be maintained and posted on the union bulletin boards—by the University with copy supplied to the Union. The lists shall be updated every six (6) months, and a copy of each list shall be supplied to the Union at the time of initial posting and subsequent revision. 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 6-month 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 s/he had when s/he left.

Notwithstanding the above, seniority shall continue to accumulate during the entire period of a layoff (up to a maximum of twenty four (24) months), while off on approved leave and receiving employment insurance, 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 notify in writing the Employer of the employee’s intentions within seven calendar days and fails to report for work within fourteen calendar days after issuance of notice of recall from layoff 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 laid off absent due to layoff for a period in excess of 24 months

(g) uses a leave of absence for a purpose other than that for which it was granted;
(h) It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. If any employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

12.06 It shall be the responsibility of the employee to keep the Employer to notify the University of any change to their informed of the employee's current address. If any employee fails to do this, the Employer 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 her/his 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.

12.06A 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.

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Notes: The numbering of Articles is subject to final review.
Bolding and strikethroughs as reflected for the purpose of highlighting changes only.

For the University

For the Union

Signed this 11th day of May, 2016, in Guelph, Ontario, at 10:45 am/PM.
Article XX - Discipline, Discharge and Suspension

XX.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.

XX.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.

XX.03 The Union will receive a copy of all written letters of discipline given to employees.

XX.04 - It is agreed that a written letter of warning within employee's Human Resources File shall be removed after an eighteen (18) month, 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.

XX.05 In all cases of suspension or discharge, Management will seize an employee's badge along with all use of force equipment.

XX.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. Nothing in this clause will restrict or limit the University from relying on relevant information that was obtained after the disciplinary action was taken.

XX.07 The parties to this agreement agree that members of the Union An employee have has the right to representation by the Union, if requested, in matters concerning questions of discipline 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, concerned until an appropriate association Union representative is present. The Union agrees to provide representative in a timely manner so as not delay or prejudice the proceedings.

XX.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 an 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 of Campus Police and Fire Prevention for information related to the investigation. The Director of Campus Police and Fire Prevention reserves the right to deny all or part of the request, at their discretion.

XX.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.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

For the Union

Signed this 11th day of January, 2016, in Guelph, Ontario, at 12:15 am/pm
ARTICLE 13- POSTING AND FILLING OF VACANCIES

13.01 In all cases of posting and filling of vacancies, the Employer shall select the senior candidate from among the short-listed applicants who have achieved relative equality in the posted competition. 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.

13.02 The posting shall be placed on all bulletin boards and a copy provided to the Union will be provided with a copy of the job posting at the time of posting at the same time. 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 location of the position
(v) the reporting line and supervisory structure
(vi) the regular hours of work and rate for the job, including salary progression range
(vii) the qualifications and experience required to perform the job
(viii) a brief description of the nature of the job
(ix) the posting and closing date
(x) A statement that the position is covered by the terms and conditions of the Collective Agreement between the University and OPSEU Local 231.

13.03 The posting shall clearly indicate the deadline date for application and the location or person to whom applications shall be made. The posting period shall be for not less than 10 working days from date of posting.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

For the Union

Signed this 11th day of May, 2016, in Guelph, Ontario, at 12:45 am/pm.
ARTICLE 13.04-13.07 - POSTING AND FILLING OF VACANCIES

13.04 The successful candidate shall be placed on a three-month trial period upon starting the new position. During this period, the employee may elect to return to his/her former position. If the Employer decides that the successful candidate is not performing the normal duties of the position adequately, assistance will be provided to the employee to become familiar with the position. In the event the employer decides within the three-month trial period that the employee cannot adequately perform the normal duties of the position, the employee will be returned to the employee's former position.

13.03 No applicants from outside the bargaining unit will be considered unless the posting and selection process is completed and no bargaining unit applicant was selected. At that time the employer may seek applicants from outside the bargaining unit.

(a) 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.

13.03 Unless agreed otherwise, a new position will be posted in accordance with the provision of this Article. The Employer shall when the need arises, post a notice on the Union bulletin board and the University Human Resources website inviting applications in writing from those interested in applying for a promotion. In all cases of promotion, Internal candidates will be given first consideration for any such opportunities prior to consideration and posting for external applicants. In assessing an employee's application the University will assess all relevant information including the following factors shall be considered: competencies, ability, employment record, and an oral interview. 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. Internal candidates will be given first consideration for any promotional opportunities prior to consideration and posting for external applicants.

13.07 (a) A member moved to a position outside the bargaining unit shall retain seniority, from the date of employment, for a period of six (6) months twelve (12) months. Seniority will not accrue during this six-month twelve (12) month period.
(b) Notwithstanding (a), a member appointed to an acting Sergeant position will have full seniority restored upon returning to previous position inclusive of the active period.

Notes: The numbering of Articles is subject to final review. Bolding and Strikethroughs as reflected for the purpose of highlighting changes only.

Signed this 14th day of July 2016, in Guelph, Ontario, at 4:45 am/PM.
**Article 14 – Lay-off, workplace reorganization, and contracting out**

14.01 A layoff is defined as a reduction in the regular hours of a position, reduction in the number of bargaining unit employees, or the elimination of one or more bargaining unit positions which are occupied by employees at the time of elimination.

14.02 Layoffs shall be carried out by reverse order of seniority, provided that the senior employees remaining are able to perform the normal requirements of the work.

14.03 **In the event that the University declares a need to layoff an employee within the bargaining unit, the University will provide the Union with no less than twenty (20) days advanced notification. During the notification period the University agrees to consider suggestions from the Union to minimize the adverse effects of any layoff. The Employer agrees that, wherever practicable, attrition will be utilized as an alternative to layoffs.**

14.04 (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 Manager of Employee Relations will discuss, in advance, the implications with the Association.

(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 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 or the maximum number of weeks remaining until normal retirement. However, it is understood that should an employee elect to receive pay in lieu of notice, they relinquish the right to recall and such employee shall be considered to have terminated their employment with the University.

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

14.06 **Recall**

Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for 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.**
The Employer **University** shall recall employees **on layoff** in order of seniority to vacant bargaining unit positions for which s/he can perform the required work, for a period of 24 months from date of layoff. 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.

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.

**Restructuring**

In the event of reorganization or restructuring of the Employer, which may have potential adverse effects upon employees in the bargaining unit, the employer **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 Employer **The University** may be considering

(b) identifying and seeking ways to address retraining needs of employees

During any restructuring or reorganization, employees shall not be required to reapply for positions which are substantially the same in nature to the one they presently hold.

**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.**

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**Notes:** The numbering of Articles is subject to final review. Bolding and strikethroughs as reflected for the purpose of highlighting changes only.

Signed this **16th** day of **Aug**. 2016, in Guelph, Ontario, at **7:50** am.
ARTICLE 15 - TECHNOLOGICAL CHANGE

15.01 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 significantly change the status or working conditions of employees within the bargaining unit.

15.02 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.

15.03 The University will make best efforts to provide Employees will be given with advanced notice of the impending change in employment status and/or working conditions at the earliest possible time.

15.04 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 employer will bear the costs of approved training assume the cost of tuition and travel. 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, and may extend for up to six months.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

For the Union

Signed this 3rd day of June 2016, in Guelph, Ontario, at 445 am/ma
Article 16 – Leaves of Absence

16.01 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 Community Police, Emergency Services and Fire Safety, and 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. The University agrees to grant leave of absence without pay up to five (5) calendar days in any year to one employee selected by the Association to attend Association conventions or conferences. Requests for such leave of absence shall be in writing at least two (2) weeks in advance.

16.02 Union Leave

(a) The employer University shall grant leave of absence to attend Union functions provided that this 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 Employer Director Staff Relations, or their designate. During such leave-of-absence, the employee’s salary 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 sixty (60)- a total of forty (40) hours paid leave of absence with normal pay and benefits for bargaining unit persons selected by the Association-Union to attend Union meetings, conferences, conventions and seminars. Requests for such leave of absence shall be submitted in advance and in writing to Employee Relations 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 durations of such leave. At the end of the assignment, the employee shall, upon two (2) weeks’ notice 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 salary cost of normal pay and benefits paid to the employee.

**Bereavement Leave**

16.03 (a) Upon request, in the event of the 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 the 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, s/he may arrange with her/his 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.**

**16.04 Paid Parental Leave**

1. **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-adoptive period. It is expected that all employees who take paid parental leave will return to employment with the University of Guelph following such leave.

2. **Eligibility for Paid Parental Leave:**

(a) 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.
(b) The employee shall give at least two (2) weeks written notice to her or his supervisor of the intent to commence paid parental leave.

(c) Employees must apply for Employment Insurance (E.I.)U 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 UE.I.U maternity or adoption leave benefits to Human Resources. An employee disentitled or disqualified from receiving UE.I.U 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 UE.I.U maternity or adoption leave benefits only because they have not completed the twenty (20) weeks of employment required for UE.I.U benefit eligibility.

3. Terms of Paid Parental Leave

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

(b) No employee may claim any other form of supplementary benefit during the period of leave.

(c) The employee 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.

(d) While on paid parental leave, the employee will continue to receive University benefits on a normal cost sharing arrangement.

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

(f) An employee taking paid parental leave shall not be disadvantaged. She or he will return to the same or an equivalent position without loss of salary or seniority.
(g) Paid parental leave may be voluntarily shorter than the previously
arranged period, providing the employee advises the University of his or
her intention to return to work at least two (2) weeks prior to the
intended date of return.

(h) If the Supervisor/Manager 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.

16.05 Unpaid Parental Leave

1. Purpose of Unpaid Parental Leave

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

2. Eligibility for Unpaid Parental Leave

(a) On receipt of appropriate documentation of the birth or adoption of a
child, the University will grant thirty five (35) weeks of unpaid parental
leave per pregnancy or placement to all regular full-time employees. The
leave will normally be continuous with the paid parental leave. It will
begin no later than 35 weeks after the child comes into parental care.
(This leave is available to both parents, and when added to the paid
parental leave period, would enable the parents themselves to provide
the first year of care for their child or children. Employees would contact
the Employment Insurance (E.I.) Office to determine their eligibility for
benefits during the initial ten (10) weeks of this unpaid leave period.

3. Terms of Unpaid Parental Leave

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

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

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

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

16.06 **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.

16.07 **Adoption Leave**

1. An employee shall be granted three (3) days of paid leave for the purpose of adopting a child and/or time off as per existing legislation.

2. In addition, the principles outlined in the Parental Leave policy may apply equally in the cases of adoptions. However, the granting of such leave and salary benefit will only apply to recipients of UE.I.U adoption leave benefits.

16.08 **Family Responsibility Time**

1. 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.

2. Seven (7) days per year of family responsibility time (FRT) will be provided to all regular full-time employees. Family responsibility time may be used in amounts not less than one hour, will be requested in advance if possible, and will be granted unless precluded by operational requirements.

3. Family responsibility time will be available on a “borrow” basis, to be repaid by mutual agreement between employee and supervisor. Family responsibility time can be repaid by, for example, working shortened lunch breaks, starting earlier or working late.

4. Unused family responsibility time will not accumulate from one year to the next. Any outstanding time owing must be cleared by March 1 of the year following the taking of responsibility time.
5. In addition to family responsibility time, employees may apply for an unpaid leave of absence, as outlined in Article 13.01, to accommodate their family responsibilities.

16.09 **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.

1. **Eligibility and Application Procedure**

   (a) 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.

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

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

2. **Terms of Reduction in Workload and Compensation**

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

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

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

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

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

The Employer shall grant three (3) PPApound Paid Personal Leave (PPL) days per year, pro-rated for **those hired after January 1.** personal reasons. **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, and the request 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 reasonable requires to authorize or substantiate a leave. Paid Personal Leave is not permitted to be used to extend an employees vacation or on the day prior to or following a paid holiday.**

16.11 **Temporary Reduction of Workload and Compensation**

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

1. **Eligibility of Application Procedure**
   
   (a) 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.

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

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

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

(b) Regular full-time employees who are granted a temporary reduction of workload will continue to be eligible for benefit cost-sharing, as though they were on a reduced workload.

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

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

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.

16.12 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 employer 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 employer share of benefit costs as invoiced by the University.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

For the Union

Signed this 14th day of April 2016, in Guelph, Ontario, at 12:15 am/AM
ARTICLE 17 – TRAINING/PROFESSIONAL DEVELOPMENT & EDUCATIONAL LEAVE

17.01 (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.

17.02 The Employer will therefore endeavour to budget funds to enable each employee in the bargaining unit to participate in professional development.

Where an employee wishes to take courses at institutions other than the University of Guelph and doing so will likely increase job proficiency, the financial resources of the department permitting, the employee will be reimbursed for 75% of the cost of tuition or program registration up to a maximum of $600 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 Community Police 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 Police and Fire Prevention, in advance.

17.03 The Employer and employees will endeavour to find time to enable each employee in the bargaining unit to participate in professional development. Where an employee chooses to participate in approved professional development on their own time, the
Employer agrees to absorb registration, travel, accommodation and sundry expenses.

(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 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 University Police Division.

17.04 The Management will oversee the equitable distribution of professional development funds to staff having regard to such factors as the size of the available budget, cost of the conference or experience suggested by the individual employee, and its relevance to the employee’s immediate duties and longer-term career plans.

(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 (1½) 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 be paid at their appropriate hourly straight time or appropriate overtime hourly rate as defined under Hours of Work outlined in this Agreement.

(c) In addition to their regular pay, employees shall receive the sum of five dollars ($5) for each day while attending policing training courses that absent them from their home in excess of five (5) consecutive calendar days.
17.05 It is understood that final responsibility for the approval of individual Professional Development proposals shall rest with the Employer.

An employee who receives an "Ontario Fitness Pin" from Ontario Police College for attaining a mark of 75% or better, shall receive fifty dollars ($50.00) in recognition, limited to once per year.

17.06 The Employer will prepare and publish guidelines for staff in the submission of individual proposals for professional development funds and leave.

An employee required to attend training off campus, where lunch is not supplied, will be reimbursed upon submission of receipts, to a maximum of $10.00.

17.07

(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 the 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 paid leave as mentioned herein will not be available to the employee; and

(ii) a request for the application of tuition waiver and leave of absence must be approved by the Department Head and the Associate Vice President (Human Resources) prior to registering for the course. Such approval will not be unreasonably withheld; and

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

17.08

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 of Campus Police and Fire
Prevention 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 (normal pension contributions will be at the
employee’s option), provided the employee continues employment following
such leave for a period of no less than one (1) year.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

For the Union

Signed this 16th day of Aug 2016, in Guelph, Ontario, at 7:55 am//pm
ARTICLE 18 – Call Back Pay

18.01 Call Back

An employee who is called back in 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 1/2) their regular hourly earnings.

Notes: The numbering of Articles is subject to final review. Bolding and Strikethroughs as reflected for the purpose of highlighting changes only.

For the University

[Signature]

[Signature]

For the Union

[Signature]

Signed this 3rd day of July 2016, in Guelph, Ontario, at 4:45 am/amb
ARTICLE 19 - HOURS OF WORK, OVERTIME & SHIFT PREMIUMS

19.01 (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 4 or 5 consecutive shifts, s/he will have their rotation hours reduced by 6 hours; 11-15 consecutive shifts, s/he will have their rotation hours reduced by 9 hours; and 16-21 consecutive shifts, s/he will have their rotation hours reduced by 12 hours.

(b) The University will allow each member of the Union to divide rotation days into two (2) six-hour periods to be taken on two (2) separate occasions subject to operational requirements.

(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 hour periods taken on two (2) separate occasions subject to operational requirements being met.

(d) An official record of Rotation days/hours will be centrally recorded and be made readily available to all employees.

(e) The normal work week and/or work schedule of an employee as defined in this article may be modified by the University in order to facilitate attendance at a University identified training course or program. The University will endeavour to provide an employee with no less than two (2) weeks advanced notification of such scheduling change. Rotational hours will be modified accordingly. The employee will suffer no loss of normal pay as a result of the scheduling change.
19.02  
(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 (1½) the employee’s regular hourly rate or equivalent time off in lieu of payment at the option of the employee. The University will use its best endeavours make 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, provided same is taken within thirty (30) calendar days of the time worked, when practicable.

(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 use its best endeavours 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, provided same is taken within thirty (30) calendar days of the time worked, when practicable.

(c) Employees may carry over no more than 96.48 hours of banked lieu time into the following calendar yeaster year. Employees with balances in excess of 96.48 hours as of December 31, will have the hours cashed out and will receive the difference between his/her balance and 96.48 hours no later than the last pay in January.

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

19.03 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.

19.04  
(a)  
(i) When the University determines the need for overtime coverage by a Special Constable, such overtime will be offered to employees on a rotating schedule based on seniority. Employees will be called at home and/or on his/her cell-phone (if provided). If they are unavailable to take the call, the next employee on the seniority rotation list will be contacted. Only when no bargaining unit member is available to work the overtime, will Sergeants be utilized.

(ii) To the extent feasible employees shall be given the opportunity to volunteer for scheduled overtime. 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 Community Police 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.

19.05 (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. Should a general revision of hours of work be implemented, that schedule should remain static for a period of 1 year.

(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 his or 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 and the like. In instances where two (2) weeks' of 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 (1½). 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.

(b) In order to maintain employee health, safety and wellness, no bargaining unit member will be required to work three (3) consecutive night shift rotations.

(d) The University will inform the Association—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 no less than 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.

19.07 **Court Attendance**

Any member attending court during their off-duty time shall be paid a minimum of four (4) hours at the overtime rate. Morning and afternoon attendances shall be counted as separate appearances. A member required to attend court during a period of annual leave shall be paid an additional twelve (12) hours overtime for each appearance. Morning court shall be deemed to end at 12:00 1300. In any member is required to attend Court beyond 1800hrs, the time after 1800 shall be considered a separate appearance.

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Notes: The numbering of Articles is subject to final review

Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

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For the University

For the Union

Signed this 16th day of August 2016, in Guelph, Ontario, at 4:30 pm
ARTICLE 20 – WAGES AND WAGE SCHEDULE

20.01 The University agrees to pay, and the Association agrees to accept, for the period 2015 May 01 to 2019 April 30 XXXXXXX to XXXXXXX, the wage schedule as outlined in Schedule A attached hereto and forming part of this Agreement.

20.02 An employee will automatically progress from one step to the next in the salary range for his/her classification on completion of one year in the classification.

The incremental increases outlined in Schedule A are subject to satisfactory performance and must be recommended by the Director Campus Community Police and Fire Prevention, 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.

20.03 When a new classification is to be created or an existing classification within the bargaining unit it 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 negotiate 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 have the rate determined by arbitration.

20.04 An employee unable, through pregnancy, illness or injury, to perform normal duties shall be provided with alternative suitable employment within the bargaining unit with no reduction in wages.

20.05 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 Community Police and Fire Prevention and the Director of Staff Relations.

20.06 Any employee may be awarded one or more additional increments on any review date on the basis of demonstrably superior performance.
20.07 **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 seven hundred and fifty dollars ($750) per trainee. This sum will be processed in two separate payments through regular payroll in accordance with the following schedule:

i) Two hundred and fifty dollars ($250) paid following the assignment of said trainee

ii) Five hundred dollars ($500) 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.

20.08 **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 (i) **(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 (ii) **(b)** and assign a Special Constable to perform those duties in (i) **(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 2% of his or her basic rate of pay from the first shift so designated.**
20.09 **Training and Professional Development**

(a) The University may direct employees to attend courses at/or sponsored by the Ontario Police College at Alymer, 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 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 University Police Division.

(d) A member 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 1/2) the employee’s regular hourly rate or an equivalent time off in lieu of payment for attending such training.

(e) Any member attending training on a scheduled work day where the training day does not exceed 12 hours, shall be paid for a 12-hour shift. If training course is four (4) days or greater, the member shall be scheduled days off for the Saturday and Sunday prior to and after any week of training.

20.10 **Courses at Other Institutions**

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 100% of the cost of tuition up to a maximum of $1000 in any one (1) calendar year provided that:
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16 August 2016

(a) Approval for the chosen course or program must be secured in advance from the employee's Director. Then 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.

20.11 **ONTARIO FITNESS PIN**
An employee who receives an "Ontario Fitness Pin" from Ontario Police College for attaining a mark of 90% or better, shall receive 24 hours of time in lieu, 80% or better, shall receive 12 hours, 75% or better, shall receive 6 hours.

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Notes: The numbering of Articles is subject to final review. Bolding and strikethroughs as reflected for the purpose of highlighting changes only.

Signed this ___ day of ___ 2016, in Guelph, Ontario, at ___ am/pm.
ARTICLE 21 – PAID HOLIDAYS

21.01 (a) Employees shall be entitled to the following list of paid holidays:

- New Year’s eve
- New Year’s Day
- Boxing Day
- Labour Day
- Victoria Day
- Canada Day
- Civic Holiday
- Christmas Day
- Good Friday
- Thanksgiving Day
- Family Day

21.02 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.

21.03 In order to qualify for holiday pay, the employee must work the full scheduled shifts immediately preceding and immediately following the holiday except in cases of excused illness in which case 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.

21.04 (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 University, 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, provided such equivalent time off is to be taken within sixty (60) calendar days of the paid holiday scheduled for work.
(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 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.

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Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

[Signature]

Signed this 14th day of August, 2016, in Guelph, Ontario, at 7:55 am/PM

For the Union

[Signature]
ARTICLE 22 - VACATIONS

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

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

<table>
<thead>
<tr>
<th>After Years of Continuous Service</th>
<th>Vacation Days Based on an 8 hour day Equivalents</th>
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<tbody>
<tr>
<td>1 year</td>
<td>10 days</td>
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<tr>
<td>2 – 4 years</td>
<td>15 days</td>
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<tr>
<td>5 years</td>
<td>16 days</td>
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<tr>
<td>6 years</td>
<td>17 days</td>
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<td>7 years</td>
<td>18 days</td>
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<td>8 – 11 years</td>
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<td>23 – 27 years</td>
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<td>28 + years</td>
<td>30 days</td>
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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.

22.03 The vacation year commences on January 1st and ends on December 31st. An employee may take vacation which would accrue (at the appropriate rate) to the next December 31st in advance of its actual accrual, during that same year.
22.04 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.

22.05 (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.**

(a) 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 the 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, 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 15th 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; 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.**

22.06 Subject to 22.03, to comply with provisional **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 into 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.

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

22.08 An employee who is hospitalized or confined as a result of a serious illness or injury during her/his vacation period will be permitted to utilize sick leave provisions for the period of hospitalization or confinement in accordance with Article 23, 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.

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Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University [Signature]

Signed this 16th day of Aug 2016, in Guelph, Ontario, at 8:20 am/om

For the Union [Signature]
ARTICLE 23 - SICK LEAVE

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

23.02  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.

23.03  Except as provided in clause 23.07, 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.

23.04  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.

23.05  An employee shall give notice in accordance with departmental practice of any illness which will prevent them from performing their duties.

23.06  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.

23.07  Subject to the provisions of clauses 23.04, 23.05, and 23.06, in each six (6) month period following 1 January 1976 sick leave with pay will be allowed according to the following schedule:

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

The University will, in cases of certified 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.

Notes: The numbering of Articles is subject to final review. Bolding and Strikethroughs as reflected for the purpose of highlighting changes only.

For the University

[Signature]

Signed this 14th day of August, 2016, in Guelph, Ontario, at 7:50 am/PM

For the Union

[Signature]
ARTICLE 24 – Benefits Program

24.01 The benefits program includes:

(a) Long term salary continuation disability insurance;

(b) Medical insurance providing major medical and semi-private hospital coverage;

(a) Group life insurance;

(d) Basic medical and hospital insurance as required by provincial legislation;

(e) (d) pension plans;

(f) (e) dental plan

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

24.03 New employees hired on or after July 1, 2009 will require a ten year continuous service requirement at the University to be eligible for post retirement benefits upon drawing a pension from the University. All employees hired prior to July 1, 2009 will receive post retirement benefits.

24.04 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

24.05 Pension

All present employees enrolled in the Employer Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.
24.06 Early Retirement

Effective May 1, 2013 the Retirement Plan will be amended to amend unreduced early retirement upon attaining Factor 85 90 minimum age 55 60 for future service for all UPA Union members.

Effective on May 1, 2013, the Retirement Plan will be amended to eliminate the following portion of Section 9.02 Early Retirement, Section (a)(ii), for members who have not yet attained age 55 60:

"...provided, however that such reduction shall not apply if the Member has attained age fifty-five (55) sixty (60) and his retirement is requested by the University."

and furthermore, the University will cease the practice of inviting and approving applications for Retirement under the Rule of 55 60. Effective on ratification, no member shall be eligible for unreduced early retirement solely on the basis of being 55 60 years of age or older.

24.07 Benefits on Lay-off

Employees who have been laid off shall remain eligible to continue benefit coverage in accordance with the cost sharing arrangement and terms defined with the benefits provider, are entitled to the Extended Health and Dental benefits for a period of three (3) months from the date of layoff. A member who is laid off beyond three (3) months may continue benefit coverage and will be responsible for making appropriate arrangements with the Employer for payment of both the Employer and employee portions of the premium costs. The employee will be able to access these benefits for a maximum of twelve (12) months from the date of their actual lay-off.

24.08 Benefits on Sick Leave

The Employer will pay the Employer portion of the benefit premiums while an employee is on sick leave, including any EI period prior to the commencement of long-term disability, and during long-term disability to a maximum of thirty (30) months from the date the absence began.

24.09 Benefits Information

a) The Employer shall provide make available to each employee with access-to information the benefit booklets outlining all of the current provisions in the benefit plans as defined. Upon request, the Employer will make the Plan(s) available to the Union for inspection as defined.
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 access to all current information a copy of the benefit booklets provided to the employees upon its written request.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only
Changes to this article are intended to bring in line the benefit language with current practice and do not constitute an improvement to benefits.

Signed this 16th day of Aug, 2016, in Guelph, Ontario, at 7:50 am/pm
ARTICLE 25 - EXPENSES-Allowances Uniforms and Allowances

25.01  (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 $10.00 including tax to an employee who works more than fifteen (15) consecutive hours at the Director or designates request.

25.02  Uniform Allowance- Allocation

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

(a) Initial issue by the sixth (6) 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) flashlight holder,
- one (1) ASP baton and carrying pouch,
- one (1) set of medical gloves and carrying pouch,
- one (1) notebook and leather notebook case,
- pepper spray and pepper spray pouch,
- Flashlight and Flashlight holder
- One (1) dress uniform,
- One (1) pair of parade boots,
- Two (2) baseball caps.
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 (1 provided for bike patrol), will not be reissued a third (3rd) carrier.

(iii) Employees employed as of May 1 each year, will be reimbursed up to a maximum of $100.00 once annually (May 1 - April 30), with no carry-over provision, for approved work related equipment (e.g. Kevlar gloves). 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 manufacturers 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.

25.03 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) baseball-style hat
- 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.*

(New 25.04 - renumber balance of Article accordingly) 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.
25.04 **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 Community Police, to suit the operational needs of the members.

**Recommendations will be given consideration by the Director Campus Community Police and Fire Prevention.**

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Notes: The numbering of Articles is subject to final review

Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

[Signature]

[Signature]

For the Union

[Signature]

ARTICLE 27 - GENERAL

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

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

[Signature]

For the Union

[Signature]

Signed this 16th day of Aug, 2016, in Guelph, Ontario, at 6:45 am/6m
ARTICLE 28 - DURATION

28.01 This Agreement shall be in full force and effect from \textit{XXXX to XXXX}.

28.02 The effective date of implementation of all provisions of this Agreement shall be \text{__________} except that:

(a) the wage rates specified in Appendix \text{______} Wage Rates and Classifications shall come into force and effect on \text{__________}.

(b) the following provisions: Article \text{__________} shall come into effect on \text{__________}.

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

28.04 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, \textit{in accordance with their respective obligations as defined under the Ontario Labour Relations Act}.

28.05 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.

28.06 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 lockout position; or

(b) both parties have ratified a renewal of this Agreement with such changes as may have been agreed

(c) until an arbitration award has been received by the parties.

\textbf{For the Union} \hspace{1cm} \textbf{For the Employer}
U of G and OPSEU “Agreed to” item for renewal CA
16 August 2016

Signed at [signature] this 16th day of August 2016

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

[Signature]

For the Union

[Signature]

Signed this _____ day of ______ 2016, in Guelph, Ontario, at ______ am/pm
Article 19.06 - Status Quo on shift premium

Schedule “A” – Wage Schedule

1. Term: 3 years May 1, 2015 to April 30, 2018
   Effective May 1, 2015
   • 0% adjustment to base wages. $1200 Lump Sum Payment*
   Effective May 1, 2016:
   • 2.00% adjustment to base wages, retroactively applied May 1 2016.
   Effective May 1, 2017:
   • 1.25% adjustment to base wages

* The University will pay a one-time lump sum payment to all active regular full-time bargaining unit members who have been employed for a minimum of twelve (12) months on the date of ratification. Regular full-time members who are actively employed for less than twelve (12) months on date of ratification will receive the appropriate prorated amount. The lump sum payment will be processed within thirty (30) days following the ratification of the collective agreement, or in the case of an employee on an authorized leave, upon their return to active status. This payment would not be applied to base earnings and considered non-pensionable, and subject to applicable statutory deductions.

2. Length of service bonus (current schedule 3 (a)(b) status quo

Notes: The numbering of Articles is subject to final review
Bolding and strikethroughs as reflected for the purpose of highlighting changes only

For the University

For the Union

Signed this 16th day of August 2016, in Guelph, Ontario, at 8:00 am.
Memorandum of Understanding #1 - Employment Equity

Further to the Collective Agreement between the University of Guelph and the University of Guelph Police Association, it is agreed that the achievement of employment equity is desirable and that the University Police Association will co-operate with the University to work toward implementation of the approved recommendation of the Employment Equity Report.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

[Signature]

For the Union

[Signature]

Signed this 16th day of August 2016, in Guelph, Ontario, at 4:30 am/pm
Memorandum of Understanding #2 - Scholarship Plan

Further to the Collective Agreement between the University of Guelph Police Association and the University of Guelph, it is agreed that a scholarship plan will be available to dependent children and spouses of:

a) regular full-time employees who have completed at least one year of service;

b) retired or deceased employees; and

c) employees receiving long term disability payments.

**Dependent means child of the employee, less than 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 25 years does not apply to a physically or mentally disabled child who is over 25 years of age and who has this condition and was a dependent of the employee before the age of 26. Spouse includes a legal spouse or same-sex partner.**

The University will award scholarships for up to eight 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 not exceeding those of for the Bachelor of Arts program. will be paid by the University for up to eight semesters for undergraduate degree or associate diploma courses, Guelph and/or Guelph-Humber Programme. (Note: “Dependent child” is defined as a natural child, step-child, adopted child or ward for whom the employee is entitled to claim an exemption under the Income Tax Act or for whom the employee provides regular support.)

Dependent children 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 at the University of Guelph or Guelph-Humber Programme. 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 1.5 credits three, four or five courses 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 Disabilities, the Human Rights Policy. Such eligible students will receive the equivalent of 8 full-time tuition payments.**

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 or possessing a minimum overall scholastic average of 70 percent upon admission, whichever is higher. Students admitted to a program who do not meet the scholastic requirement may be eligible by satisfying the academic continuation
Dependent children or spouses wishing to receive a scholarship for any semester during the academic year of August 1 to July 31 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, apply to the Student Awards Section of the Registrar’s Office by August 1 of that year. At the beginning of each semester, after registration has been confirmed, scholarship cheques will be sent to successful students.

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

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

Dependent means child of the employee, less than 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, for whom the employee is legal guardian. The restriction of 25 years does not apply to a physically or mentally disabled child who is over 25 years of age and who has this condition and was a dependent of the employee before the age of 26. Spouse includes a legal spouse or same sex partner.

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Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

[Signature]

For the Union

[Signature]

Signed this 16th day of July 2016, in Guelph, Ontario, at 6:15 am/pm
Memorandum of Understanding #3 - Athletic Fee Subsidy

Further to the Collective Agreement between the University of Guelph and the University of Guelph Police Association, the University will allocate a sum in 2009/2010, 2010/2011, 2011/2012, 2015/2016, 2016/2017, 2017/2018 to subsidize University of Guelph Police Association members’ payment of annual fees for the use of the athletics facilities. This subsidy will reduce the annual fee (not including locker, towel service, course and equipment charges and Facility Development fees) to 25% of the normal fee. The annual membership will begin as of September 1st.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

[Signature]

For the Union

[Signature]

Signed this 16th day of Aug 2016, in Guelph, Ontario, at 4:30 pm
Memorandum of Understanding #4 - Joint Health & Safety Committee

The University recognizes a representative from the UPA will be a member of the Central Joint Health and Safety Committee. Compensation for attendance at the Central Joint Health Safety Committee meetings will be in accordance with the requirements of the Occupational Health and Safety Act (OHSA).

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

For the Union

Signed this 16th day of Aug 2016, in Guelph, Ontario, at 4:30 am/pm
Letter of Understanding #4—Working Committee

A working committee will be struck consisting of three (3) UPA and three (3) University members to review and make recommendations to the Labour Management Committee on collective agreement language interpretation and application.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

[Signature]

For the Union

[Signature]

Signed this 14th day of August 2016, in Guelph, Ontario, at 4:20 am/pm.
Letter of Understanding #3 - Early-Retirement, Pension Plan and Termination Benefits

Contribution Rates

The University and OPSEU Local 231 agree in principle to a negotiated framework for the equal sharing of normal actuarial costs through collective bargaining. The precise rates will be determined by the plan actuary for the Retirement Plan (the Plan) using the valuation filed as at August 2016 with due consideration being given to the importance of recognizing earnings below and above the YMPE. The University will meet with OPSEU Local 231 to review the applicable valuation results to support the Normal Actuarial Cost increases. This review will include documentation prepared by the Plan’s actuary who certified the Normal Actuarial Cost requirements in respect of OPSEU Local 231 members, including a summary of the underlying OPSEU Local 231 membership data used to prepare the valuation results.

Based on certification of results by the Plan actuary, member contribution rates will be set sufficient to fund 50% of that portion of the University’s Normal Actuarial Cost above 100% of the member contributions at the time of the valuation. Under this calculation member contribution rates will be adjusted in accordance to with the table herein, and subject to a maximum increase of .50%, to be implemented effective May 1, 2017.

The University and OPSEU agree that in no case, will total Employer contributions be less than Member contributions.

The following contribution rates will be implemented for OPSEU Members in the Retirement Plan

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>May 1, 2015</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Below YMPE</td>
<td>6.55%*</td>
<td>6.55%*</td>
<td>7.05%**</td>
</tr>
<tr>
<td>Above YMPE</td>
<td>8.25%*</td>
<td>8.25%*</td>
<td>8.75%**</td>
</tr>
</tbody>
</table>

* These are the current pension contribution rates for OPSEU.
** Precise rates will be based on the August 2016 Plan valuation but in no case shall exceed these rates.

Notes: The numbering of Articles is subject to final review. Bolding and Strikethroughs as reflected for the purpose of highlighting changes only.

Signed this 16th day of Aug, 2016, in Guelph, Ontario, at 4:30 am/PM for the University

For the Union
Letter of Understanding #1 – Health & Performance Centre

The University shall, on a one-time basis only, and subject to program continuation and program availability, during the life of this Collective agreement, to reimburse UPA OPSEU members, seventy-five (75%) of the cost of enrolment and participation in one of the following consultation programs: offerings available under Nutrition Services, Fitness Services or Fitness Testing Services: "Fitness Program Development with Training Courses" or "Fitness and Nutrition Success Package 1: Get on Track" or "Getting Started with Fitness and Nutrition" or "Exercise Fitness Program Development", at the University of Guelph and Performance Centre, or enrolment in the "Weight Watchers" ten (10) week or fourteen (14) or twenty (20) week "At Work Program" (one (1) program only).

Notes: The numbering of Articles is subject to final review

Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

For the Union

Signed this 16th day of Aug 2016, in Guelph, Ontario, at 4:36 am/pm.
Letter of Understanding #2 - 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 uniformed officers per shift. Additionally, the University will provide a minimum of no less than three 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 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 Association 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.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

For the Union

New Letter of Agreement (TBD)

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 such that they 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 employees 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 employees 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 1/2) the employee’s regular hourly rate or an equivalent amount of time off in lieu of payment for attending such training.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

For the Union

Signed this 16th day of August 2016, in Guelph, Ontario, at 6:43 am/PM
MOU TBD – 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 benefit 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."

Notes: The numbering of Articles is subject to final review

Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University

[Signature]

For the Union

[Signature]

Signed this __________ day of __________ 2016, in Guelph, Ontario, at __________ am/pm
MOU TBD – Early Retirement Subsidies

Early Retirement

Effective as of May 1, 2013 the Retirement Plan will be amended to amend unreduced early retirement upon attaining Factor 90 minimum age 60 for future service for all Union members.

Effective on May 1, 2013, the Retirement Plan will be amended to eliminate the following portion of Section 9.02 Early Retirement, Section (a)(ii), for members who have not yet attained age 60:

"...provided, however that such reduction shall not apply if the Member has attained age sixty (60) and his retirement is requested by the University."

Furthermore, the University will ceased the practice of inviting and approving Applications for Retirement under the Rule of 60. Effective on ratification, following the ratification of the Collective Agreement between the University and the UPA on April 30, 2015, and as a result, no member shall be eligible for unreduced early retirement solely on the basis of being 60 years of age or older.

Termination Benefits

Effective as of May 1, 2013, the Retirement plan will be amended to remove the minimum termination benefits of two times the accumulated member’s required contributions for the UPA members in respect of pensionable service accrued on or after May 1, 2013.

Effective May 1, 2013, for future pensionable service, removed all early retirement subsidies for members who terminate plan membership before age 55

Notes: The numbering of Articles is subject to final review. Bolding and Strikethroughs as reflected for the purpose of highlighting changes only.

For the University

For the Union

Signed this 14th day of Aug, 2016, in Guelph, Ontario, at 9:05 am/m.