MEMORANDUM OF AGREEMENT

Between

The Exempt Group

and

The University of Guelph

(herein referred to as the “University”)

May 1, 2017 to April 30, 2020
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MEMORANDUM OF AGREEMENT

BETWEEN

EXEMPLARY GROUP

and the

UNIVERSITY OF GUELPH

PREAMBLE

The purpose of this Agreement is:

▪ to recognize the Exempt Group and its relationship and standing within the University community; and

▪ to provide an effective mechanism for ongoing discussion between the University and the Exempt Group with regard to terms and conditions of employment and for facilitation of communication.

RECOGNITION AND MEMBERSHIP OF EXEMPLARY GROUP

1.1. The University Administration recognizes the Exempt Group Executive as the elected representative of the Exempt employees.

1.2. The University agrees to deduct membership dues from the pay of each Exempt employee who voluntarily agrees in writing to become a member of the Exempt Group. Members’ dues are voted in by the Exempt Group membership. Within the first week of each month, the University will send to the Exempt Group, a list of all persons from whom Exempt dues were deducted during the preceding month showing the amount deducted from each member, and the total deposited to a bank account established by the Exempt Group Executive. Notwithstanding the above, Exempt employees are not obliged to become members of the Exempt Group. The University will also provide the Exempt Group with a list of all Exempt Group employees once per year.

1.3. The University will provide length of service lists by Department and College/Directorate to the Exempt Executive twice per year.

1.4. The University will continue to provide the Exempt Group with support services, including the use of the internal mail service and suitable meeting rooms at standard cost to the Exempt
1.5. The Exempt Group will be allowed reasonable access to, and the use of the University’s copy/duplication services, computing facilities, audio/visual equipment and office space, at standard cost.

1.6. It is understood that the following provisions for time off are subject to supervisory approval and operational requirements and will not be unreasonably withheld.

   i) The Chair of the Exempt Group will be entitled to a maximum of twenty (20) per cent release time from his/her regular university hours to engage in University related Exempt Group business. Such time will be paid by Central Administration. The Chair and his/her supervisor will provide the necessary documentation to Staff Relations. It is expected that Exempt Group Executive members may, when warranted, be allowed reasonable relief time from their duties to carry on Exempt Group business including grievances when necessary. It is further understood that Executive meetings are held monthly, during the lunch hours, but from time to time an Executive Member may exceed his/her normal lunch hour.

   ii) The University will grant paid release time for travel purposes for College Representatives to attend quarterly Exempt Executive meetings at the Guelph Campus. These Exempt Executive College Representatives will be reimbursed for mileage at the current University rate. Staff Relations must be notified prior to the trip to Guelph, and reimbursement will be processed through Staff Relations.

1.7. The Exempt Group excludes employees covered by Collective Agreements or subsisting bargaining relationships between the University of Guelph and other trade unions or employee associations/groups, including the Professional Staff Association as well as those employees whose positions are funded through grant and trust funded sources.

   The Exempt Group members include administrative, clerical and technical staff who utilize confidential information that could be viewed as a conflict of interest with respect to human resources and/or labour relations issues. These employees include, but are not limited to Administrative, Technical and Support Staff in:

   i) The Office of the President, Vice-Presidents and those employed within the Presidential Suite;

   ii) The Office of the University Secretariat;

   iii) The Office of University Legal Counsel;

   iv) The University’s Human Resources Division;

   v) Electronic Access;

   vi) Executive and Administrative Assistants to the Assistant Vice President (Finance), Executive Director Budget, Assistant Vice-President (Communications and Public Affairs), Associate Vice-President (Student Affairs), Director of Campus Community Police; and
vii) All administrative, clerical and technical staff employed outside of the Human Resources Division who are employed in a confidential capacity in matters relating to Human Resources and/or Labour Relations.

1.8. Terms of this Memorandum will apply to all employees designated as Exempt. Membership will include all those classified as Exempt (regular full-time, temporary full-time and part-time employees). It is understood that “students” and grant/trust funded employees and part-time employees (whose work is of a nature (as per Article 1.7) not included in the Exempt Group), are not considered to be Exempt employees and are not covered by the terms of this Agreement.

1.9. Notwithstanding this Memorandum, Exempt Group employees shall continue to enjoy any and all rights afforded to them as non-unionized employees under provincial legislation.

1.10. The University will request names of Exempt employees from the Exempt Group Executive for participation in standing and ad hoc committees where such committees are established to review changes or to formulate University policies affecting the working conditions or working environment of the Exempt employees. The University will appoint representatives following such consultation.

1.11. It is further agreed that such service is in the best interest of the University and will not negatively influence performance appraisal evaluations. An Exempt employee will request from his/her supervisor, anticipated time off by stating the destination, purpose and expected length of absence. Supervisors shall not unreasonably deny requests for such time off work.

1.12. The University will agree to grant up to a total of fifteen (15) working days leave of absence with pay for Exempt Group Executive Members (provided to the entire Exempt Executive; not for each individual member) to attend educational courses and to attend to University related Exempt Group duties. Such time off is subject to operational requirements and supervisory approval. Such approval shall not be unreasonably withheld. Requests for time off must be received in Staff Relations no less than five (5) working days in advance. It is understood that all costs for transportation, accommodation and tuition will be borne by the Exempt Group.

1.13. The regular full-time position occupied by a member of the Exempt Group Executive may be declared redundant. Consequently, the affected employee will be subject to the redeployment, transfer and bumping provisions of Human Resources Policy 210, and it is agreed that the affected member of the Exempt Group Executive will not be “laid-off” from the University during his/her current term of office. If the Exempt Group Executive member must be laid-off, such lay-off would be deferred until the end of the employee’s current term of office. No other Exempt Group employee would be laid-off in place of the Exempt Group Executive member.

**EXEMPT INFORMATION PROVIDED TO NEW AND CONTRACTUALLY LIMITED APPOINTEES**

2.1. The University agrees to provide the Exempt Group with the name and working unit of each new, reclassified or contractually limited Exempt employee showing the effective date of his/her appointment to the University.
2.2. The University shall send to the Exempt Group a copy of the offer letters sent to the successful regular full-time candidates within ten (10) working days of the receipt of the appointment information in Human Resources. Every reasonable effort will be made to provide the Exempt Group with a copy of the offer letter sent to the successful temporary full-time candidates, within ten (10) working days of the receipt of the appointment information in Human Resources.

2.3. The University will agree to provide the Exempt Group with the name of any regular full-time Exempt employee on an approved leave of absence and the duration of such leave of absence, and the names of terminated regular full-time Exempt employees, monthly.

2.4. The University will agree to provide a successful candidate for a regular full-time position, with a copy of the job fact sheet for his/her newly acquired position. In the case of temporary full-time positions, where there is no job fact sheet, upon request the supervisor will supply the job fact sheet summary.

COMMUNICATION

3.1. 
   i) The University will recognize the Exempt Executive Committee as representatives of the Exempt Group and will communicate to the Committee all matters, issues and policies that pertain to Exempt employees.
   
   ii) In the event the University declares a position(s) redundant or a need to lay-off employees within the Exempt Group, the Director of Staff Relations or designate will provide the Exempt Group with as much notice as reasonably possible of the proposed action(s) and no less than ten (10) working days prior to any action being taken.
   
   iii) Exempt employees are encouraged to seek representation through all stages of the reprimand/disciplinary process.
   
   iv) The Exempt Executive, through the grievance officer, will receive copy of any written disciplinary letter issued to an employee. It is understood that failure to issue a copy of such disciplinary letter does not negatively impact the University’s right to take disciplinary action.

3.2. The Exempt Executive Committee and its delegates will be informed and invited to participate in meetings where the University is discussing issues that affect Exempt Group employees pursuant to this Agreement, and will be allowed time off for such meetings, at no loss of pay, during regular working hours. The Exempt Group Executive Committee will be represented at these University meetings as a recognized employee group.

3.3. Where meetings of a general nature are called by the University on issues that affect the general Exempt employees, supervisors shall not unreasonably deny requests for time off from Exempt employees.

3.4. If at all possible, meetings for the Joint Committee and/or Salary and Benefits Sub-Committee will be scheduled on committee members’ work days.
3.5.  
   i) The University will notify the Exempt Group Executive of any regular full-time employees who have been issued an application for Long Term Disability (LTD) benefits.
   
   ii) Upon written request of the Exempt Group, Occupational Health and Wellness (OH&W) will provide the Exempt Group with a report of those employees off work due to sickness or injury and who are actively working with OH&W on a return to work plan currently or in the future.

3.6. In circumstances when it is determined that it is no longer appropriate for a regular full-time position to remain within the scope of the Exempt Group, the University will notify the Exempt Group Executive of such impending change prior to notifying the incumbent. The University will endeavour to provide the Exempt Group Executive with reasonable notice of any grievance filed by any other employee group/association claiming an Exempt position as properly falling within the scope of that bargaining unit.

JOINT COMMITTEE

4.1. The Joint Committee will comprise four (4) representatives from each of the following: one (1) representative from Senior Administration, one (1) representative from Senior Human Resources, one (1) representative from the Management Advisory Group, and one (1) representative from management in the agriculture sector of the University; the Chair of the Exempt Executive Committee and three (3) Exempt Executive Committee representatives (one (1) from each sub-group).

4.2. The Joint Committee shall meet once per year and/or at such times as mutually agreed upon. Agendas for Joint Committee meetings will be made available to all representatives no later than five (5) working days in advance of each meeting.

4.3. The Chair of the Joint Committee will rotate annually between the University and the Exempt Group representatives. A recording secretary will be appointed from whichever group is not chairing the Joint Committee meeting.

4.4. The Joint Committee is constituted to:
   - review the Memorandum of Agreement annually;
   - deal with policy issues and other concerns pertaining to Exempt Group; and,
   - be empowered to establish sub-committees to deal with specific issues on an ad hoc basis.

4.5. Meetings between the Exempt Group and Staff Relations may be held as required and at times mutually agreed to by the parties, but no more than once monthly. The party requesting the meeting shall make the request in writing or via email, and at the same time indicate to the other party the agenda items they wish to discuss.

SALARY AND BENEFITS

5.1. The Exempt Executive Committee and the University will each designate four (4) representatives to sit on a Salary and Benefits Sub-Committee to discuss salary and benefit
issues. Meetings will be held during regular working hours. Advance notice will be sent to
department heads requesting the participation of Exempt Group members in University
discussions. Each Sub-Committee member will have time, during regular working hours, to
attend such meetings with the Exempt Group Executive Committee.

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

5.3. SCHOLARSHIP PLAN

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

i) regular full-time and 8, 9,10 month continuing limited term employees;

ii) retired or deceased employees; and

iii) employees receiving long term disability payments.

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

Dependent children or spouses may be eligible for a scholarship only if they will be enrolled
in full-time studies. The definition of "full-time" applied to this plan is that used in
administering the Ontario Student Assistance Program (OSAP); that is, students registered in
three (3), four (4) or five (5) courses per semester. Dependent children and spouses must
qualify for a scholarship by satisfying the University’s entrance requirements, either by
meeting the academic standards of the program in which they are to be enrolled or
possessing a minimum overall scholastic average of seventy per cent (70%) upon admission,
whichever is higher. Students admitted to a program who do not meet the scholarship
requirement may become eligible by satisfying the academic continuation requirements of
their program plus obtaining a minimum two (2) semester cumulative average of seventy per
cent (70%). In-course students will maintain their scholarships by satisfying the academic
continuation requirements of their program.

Those dependent children who do not meet scholarship requirements may also receive
financial assistance. Dependent children or spouses wishing to receive a scholarship for any
semester during the academic year of August 1st to July 31st must apply to the Student Awards
Section of the Registrar's Office by August 1st of that year. At the beginning of each semester,
after registration has been confirmed, scholarship cheques will be sent to successful students.
One hundred per cent (100%) of eligible dependent children's tuition shall be funded first and
the pool of funds remaining in each semester shall be used to fund tuition for eligible spouses on an equal basis, up to a maximum of the B.A. tuition rate. When an employee to whom this plan applies terminates employment, children eligible at the effective date of termination may receive the scholarship for an additional two (2) semesters.

5.4. **STAFF DEVELOPMENT REIMBURSEMENT (SDR)**

**NOTE:** The current provisions of Article 5 and HR Policy 108 will be maintained from May 1, 2017 to December 31, 2017. On January 1, 2018 the Staff Development Reimbursement (SDR) program will be replaced with Flexible Spending Credits as outlined in Letter of Agreement – Flexible Spending Credits and deemed to be incorporated into the body of the Compact for the term of the Agreement.

In the interest of staff development, the University provides a Staff Development Reimbursement (SDR) to all regular full-time and temporary full-time Exempt staff (hired for greater than eighteen (18) months) who are actively employed on September 15th each year.

The amount available is as follows:
- Effective May 1, 2017 – December 31, 2017: $500
- Effective January 1, 2018: Refer to Letter of Agreement – Flexible Spending Credits

**Eligible Expenditures:**

Expenditures must relate to the staff member’s work or career development activities in the form of:

i) Books, manuscripts, subscriptions, equipment, software, instruments, or materials, all of which become the property of the University;

ii) Tuition or fees for professional training courses;

iii) Travel and costs for meetings or professional activities such as conferences;

iv) Membership dues in professional associations or learned societies;

v) Scholarly assistance such as computer time;

vi) For wellness in the workplace and other lifestyle benefits not otherwise covered through the University’s benefit provider, seventy-five per cent (75%) to a maximum of two hundred dollars ($200) toward the enrolment in one (1) of the established consultative programs offered at the University of Guelph Health and Performance Centre or similar offerings through the Athletic Centre.

Note: As reimbursements under this clause constitute a taxable benefit in accordance with Canadian Revenue Agency guidelines, applications for reimbursement and all supporting documentation under this clause must be submitted for processing to Staff Relations.

**Operation:**

i) In each fiscal year the University will adjust Directorate and College budget allocations for
the number of eligible Exempt staff.

ii) A claim year is the fiscal year of May 1st to April 30th.

iii) An employee may submit only one (1) claim per year, using a Personal Expense Claim form, authorized by their Dean or Director, to Revenue Control with original receipts.

iv) If an employee has a single purchase expense that exceeds the annual SDR, they may carry it forward for reimbursement for a maximum of two (2) further years.

v) This should be a reimbursement, whereby employees may only make claims after paying the expenses. In special circumstances, employees may elect to purchase eligible goods/services on University contracts in which case expenses may be charged directly to the University.

5.5. **SAFETY SHOES**

Upon submission of a receipt for Canadian Standards Association (CSA) approved safety footwear, the University shall provide once annually with no carry-over provision, a safety shoe subsidy in the amount of $190.00 for the purchase of safety shoes.

5.6. **WORK CLOTHING FOR AGRICULTURAL & TECHNICAL EXEMPT EMPLOYEES**

The current departmental practices with regard to the issuance of work clothing will continue. Seasonal issue clothing will be provided based on the activities of the work unit.

5.7. **STANDBY PAY**

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

i) Employees scheduled to standby will receive three dollars ($3.00) per hour that they are on standby.

ii) Employees required to attend work while on standby will also be entitled to emergency call-in pay as per Human Resources Policy 203.

iii) When scheduled to standby, employees must be available to attend at the workplace within half (½) hour of when such attendance is required.

5.8. **SHIFT PREMIUMS**

Shift premiums for an employee whose work schedule falls outside of the University’s standard hours of operation shall be paid as follows:

i) Shifts starting between 1200 hours and 1800 hours shall carry a premium of fifty cents ($0.50) per hour.

ii) Shifts starting between 1800 hours and 0600 hours the next day shall carry a premium of seventy-five cents ($0.75) per hour.
iii) Shifts in which more than fifty per cent (50%) of the time worked falls on Saturday shall carry a premium of fifty-five cents ($0.55) per hour.

iv) Shifts in which more than fifty per cent (50%) of the time worked falls on Sunday shall carry a premium of seventy-five cents ($0.75) per hour.

Shift premiums shall not apply where the time worked is paid at the overtime rate.

POLICIES GOVERNING EXEMPT GROUP MEMBERS

6.1. HOURS OF WORK

The standard work week shall normally be thirty-five/thirty-seven and one-half or forty (35/37.5 or 40) hours and the standard work day shall normally be seven/seven and one-half or eight (7/7.5 or 8) hours. It is recognized that some Exempt Staff’s hours of work may exceed eight (8) hours/day. For example, eleven and one-half hour (11.5) shifts, however, vacation, statutory holidays etc., are calculated based on an eight (8) hour day/forty (40) hour work week. There shall be no split shifts.

6.2. OVERTIME

The University pays overtime to regular full-time and contractually limited support staff as follows:

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

ii) An employee called into work in an emergency outside their scheduled shift and without previous notice shall be paid at the appropriate overtime rate with a minimum of four (4) hours at time and one-half (1½). Any further such call-in within the same four (4) hour period shall be paid at the appropriate overtime rate for the hours worked. In the event that a portion of such four (4) hours extends into their regular shift, the employee will be paid for such portion at the overtime rate. In cases where an employee has been provided with the technology to enable them to resolve problems from home, eliminating the need to attend the workplace, they will be provided with a minimum of two (2) hours’ overtime at the appropriate overtime rate. Any further such calls at home within the same two (2) hour period, shall be paid at the appropriate overtime rate for the actual hours worked.

iii) Overtime of less than thirty (30) minutes duration following the end of a standard work day shall not be counted towards the accumulation of overtime pay or time off.

iv) For full-time employees on a four (4) day work week, the overtime rate is straight time for authorized overtime up to thirty-five (35), thirty-seven and one half (37.5) or forty (40) hours per week, whichever would be the normal work hours for a five (5) day work week in the same position.

v) The University pays a meal allowance of five dollars ($5.00) plus tax to an employee who
works over ten (10) consecutive hours, not counting time for meal breaks and rest periods, at the supervisor's request. The meal allowance applies only if there were fewer than sixteen (16) hours’ prior notice of working over ten (10) consecutive hours.

vi) If the University schedules employees to work overtime on a previously scheduled day off, there is an overtime minimum of three (3) hours pay at the appropriate overtime rate.

**Part-Time Staff**

The University will pay overtime for part-time staff in accordance with the Employment Standards Act of Ontario, which stipulates:

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

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

**Multiple Appointments**

The University is one (1) employer for individuals with more than one (1) University appointment. We must pay overtime to these employees for work beyond forty-four (44) hours in any seven (7) consecutive days. The Act provides maximum fines of ten thousand dollars ($10,000.00) per violation. An employee has up to twenty-four (24) months to claim for unpaid overtime.

In paying overtime to a multiple-appointed employee, the department where the employee worked at the beginning of the forty-fifth (45th) hour pays the overtime for a pay period. Supervisors must ask employees to inform them if they also work elsewhere for the University and must co-ordinate with other departments to limit the hours worked in a week.

6.3. **BEREAVEMENT LEAVE**

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

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

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

Where the funeral occurs outside the province, the employee will be provided with a total of one (1) additional day for the purpose of travelling to and from the funeral (i.e. four (4) days maximum) in accordance with the HR manual.

The period of three (3) or five (5) working days prescribed above must include the day of the funeral. Bereavement leave may be lengthened by use of vacation leave, Family Responsibility Time, Paid Personal Leave, or leave of absence without pay.

Time off for attendance at the funeral of a deceased employee (other than a relative as mentioned above) is allowable at the discretion of the supervisor.

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

6.4. **PAID PATERNITY LEAVE**

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

6.5. **PAID PARENTAL LEAVE**

**Purpose of Paid Parental Leave:**

i) Paid parental leave is offered to accommodate the special needs of regular full-time University employees who bear children and who remain at home to care for children during the post-delivery and/or post-adoption period. It is expected that all employees who take paid parental leave will return to employment at the University of Guelph following such leave.

**Eligibility for Paid Parental Leave:**

i) Natural parents and adoptive parents who are regular full-time University employees having primary care of the child or children, will be eligible to receive seventeen (17) weeks of normally continuous paid parental leave, including the date of birth or adoption, per pregnancy or placement.

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

iii) Employees must apply for Employment Insurance (E.I.) benefits before supplementary income from the University becomes payable. To be eligible for paid parental leave, employees must provide appropriate documentation of the birth or adoption of a child and of the receipt of E.I. maternity or parental leave benefits to the Total Compensation section of Human Resources. An employee disentitled or disqualified from receiving E.I. maternity or parental leave benefits is not eligible to receive supplementary benefits from the University. Exceptions to this rule will be made for those employees who are denied E.I. maternity or parental leave benefits only because they have not completed the six
hundred (600) hours in the previous fifty-two (52) weeks of employment or since the employee’s last claim required for E.I. benefit eligibility.

**Terms of Paid Parental Leave:**

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

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

iii) The employee proceeding on paid parental leave shall not forfeit any accrued employment benefits save for the right to accrue sick leave credits during the period of absence. Length of service shall continue to accrue for employees taking paid parental leave.

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

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

vi) An employee taking paid parental leave shall not be disadvantaged. S/he will return to the same or an equivalent position without loss of salary or length of service.

vii) Paid parental leave may be voluntarily shorter than the previously arranged period, providing the employee advises the University of her/his intention to return to work at least two (2) weeks prior to the intended date of return.

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

6.6. **UNPAID PARENTAL LEAVE**

**Purpose of Unpaid Parental Leave:**

i) Unpaid parental leave is offered to accommodate regular full-time 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.

**Eligibility for Unpaid Parental Leave:**

i) 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 fifty-two (52) weeks after the child comes into parental care.

ii) 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 Service Canada office to determine their eligibility for benefits during the initial ten (10) weeks of this unpaid leave period.

Terms of Unpaid Parental Leave:

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

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

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

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

6.7. SICK-LEAVE

Sick leave provides continued University income to employees who cannot perform their work due to disability or illness.

i) If illness prevents Exempt Group staff who have completed the probationary period, including any extension, from performing their duties, the University will provide sufficient sick leave to continue full regular pay, without any pay premium, through, but not beyond, the required waiting period for long term disability benefits.

ii) Sick leave for temporary full-time employees is as follows:

- three (3) working days in the first three months employment;
- an additional ten (10) working days after three (3) months employment;
- thirteen (13) days of sick leave - renewable on the employee’s anniversary date.

iii) Employees who will, after ninety (90) days, become entitled by reason of disability to receive income protection at sixty-six and two-thirds percent (66-2/3%) of their salary rate at the time of commencement of the disability, will receive an additional thirteen and one-third percent (13-1/3%) of their basic wages for up to four (4) months from the commencement of the time for which income protection payments are received or until the disability ceases, whichever is sooner.

iv) If an employee cannot report to work due to illness, they are responsible for notifying
their supervisor as soon as possible. For absences of over three (3) days, an employee must inform their supervisor of their intended return to work at least twenty-four (24) hours in advance.

v) For absences of five (5) days or more, an employee shall provide medical evidence verifying the illness. The University may require such evidence for shorter absences.

vi) During lengthy absences an employee should inform their supervisor of their condition at least every two (2) weeks.

vii) When the Workplace Safety and Insurance Board compensates an employee, the University will continue the employee’s salary up to eligibility for long term disability (or, in the case of a temporary employee, to the limit of accumulated sick leave). The employee must reimburse the University for compensation received under the Act for which the University paid full salary. When a temporary employee returns to work, the University will reinstate the sick leave used during the period payable under the Act.

viii) No University employee may claim sick leave during a period of unpaid status. Unpaid status is when an employee remains on the University payroll but receives no pay.

ix) Termination of employment, for whatever reason, does not entitle an employee to compensation for unused sick leave credits.

x) Supervisors must inform Human Resources of the length of sick leave of all employees granted such leave.

xi) If a department anticipates that an employee on sick leave will be away from work for more than thirty (30) days, it must inform Human Resources, to allow for the timely application for disability benefits, should it become necessary.

xii) When possible, employees should make medical and dental appointments outside of normal working hours. When not possible, employees may be granted two (2) hours off work without loss of sick leave. Time off after two (2) hours shall be accumulated and charged against sick leave credits.

xiii) If a paid holiday occurs in a period of paid sick leave, the University will record it as a paid holiday, not as a day of sick leave, provided that the employee worked one full shift in the week immediately before the holiday and one (1) full shift in the week immediately following.

6.8. **PAID PERSONAL LEAVE**

i) Commencing January 1st of each year, each regular full-time employee shall be allowed for reasons set out below up to three (3) days paid personal leave (PPL) of absence annually. Requests to access PPL are made to the supervisor who, subject to operational requirements, will approve the request. Employees paid for a thirty-seven and one-half (37.5) hour work week will receive twenty-two and one-half (22.5) hours of PPL per year, while those paid for a forty (40) hour work week will receive twenty-four (24) hours of PPL annually.

Temporary full-time Exempt employees who have been continuously employed in excess
of thirty-six (36) months without a break in employment, will be entitled to one (1) day PPL.

ii) PPL does not accrue from one (1) calendar year to another.

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

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

(a) emergency medical requirements for immediate family.

(b) emergency child or eldercare arrangements.

(c) an emergency resulting from a natural disaster. This may include unusual or severe storm conditions.

(d) an emergency situation at home. This may include fire, flood, burst water heaters/pipes, broken furnace during winter months, gas leaks.

(e) attendance at a funeral for a person who is not specifically covered by the provisions of the Memorandum of Agreement.

(f) to extend a period of bereavement leave beyond the three (3) or five (5) days provided for in the Memorandum of Agreement.

iii) In addition, paid personal leave shall be available to observe obligatory religious holy days. For such requests, it is expected that the employee will provide written notice in advance of the day(s) to be observed.

(a) Employees will not be allowed to use paid personal leave of absence for purposes of extending vacations or the day prior to or the day following a paid holiday.

(b) Paid Personal Leave may not be taken in units of less than one (1) hour.

(c) Each department is required to maintain the record of usage of the Paid Personal Leave of Absence by individual employees. Paid Personal Leave should be reported to Payroll as leave of absence with pay when the total time off accumulates to one-half (½) day or more. Leave of absence with pay should not be reported in blocks of less than one-half (¼) day.

6.9. VACATION

The University will provide annually to the Exempt Group employees the additional required days off with pay during the “December/January Holidays” to coincide with the University’s closure and to provide employees with uninterrupted time off.

An employee must use at least ten (10) days of her/his vacation credits during the year in which it was earned. It is further understood that carried over vacations must be used during
the calendar year immediately following. In extenuating circumstances that prevent the
employee from taking her/his carried over vacation, the employee’s supervisor may agree to:
i) allow the carried over vacation to carry forward into the next vacation year;

OR

ii) cash out the carried over vacation credits

When an employee is on a scheduled vacation and such vacation is interrupted by the
employee becoming seriously ill or injured, the employee may request to utilize existing sick
leave provisions for the period of illness or injury. An employee making such a request will be
required to provide medical substantiation of the illness or injury to Occupational Health and
Wellness at the time of the illness or injury as soon as is reasonably possible thereafter.
Occupational Health and Wellness will determine when an illness or injury is sufficiently
severe to justify the conversion of vacation to sick leave. Upon such determination the
University will reinstate vacation credits for the period illness or injury, which may be
scheduled at a later period, subject to operational requirements.

6.10. **FAMILY RESPONSIBILITY TIME**

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

i) The operational requirements of the University must be met. However, it is recognized
that every effort will be required to accommodate requests for FRT.

ii) Seven (7) days at any given time of FRT will be provided to all regular full-time employees.
FRT may be used in amounts not less than one (1) hour, will be requested in advance if
possible, and will be granted unless precluded by operational requirements.

iii) FRT will be available on a borrow basis, to be repaid by mutual agreement between the
employee and the supervisor. FRT can be repaid, for example, by working shortened
lunch breaks, starting work earlier or working late. The minimum arrangement for re-
payment of FRT time must be in segments of no less than one-half (0.50) hour.

iv) Employees may draw FRT repetitively provided they do not exceed seven (7) days owing
at any given time. Time owing must be cleared by March 1st of the following calendar
year.

6.11. **STAFF DEVELOPMENT**

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

i) **Courses, Seminars and Conferences Taken or Attended at the Direction of the
University**

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

ii) Part-time Courses Taken on the Employee’s Own Initiative

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

(a) Regular full-time employees and 8-9-10 month continuing limited term employees who have completed twelve (12) months of service with the University.

(b) Employees on 8-9-10 month continuing limited term positions who have transferred from a regular full-time position without a break in service of more than two (2) weeks.

(c) Such waiver applies to eligible employees for any credit course offered by the University, courses offered by the Open Learning and Educational Support, or courses offered in the University of Guelph-Humber programs, provided the employee is accepted and subject to the following conditions:

▪ no more than four (4) non-credit courses may be taken by an individual employee during any one calendar year;

▪ where the quality of a non-credit course may be jeopardized by a preponderance of employee enrolment, such employee enrolment may be limited by the instructor in consultation with the Director of Open Learning and Educational Support;

▪ normally, an individual employee may not enroll in the same non-credit course more than once in any three (3) year period if the employee has attended less than sixty per cent (60%) of such course;

▪ an employee may be subject to late registration fees.

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

(a) if the course is available outside the employee’s working hours, the paid leave as mentioned herein will not be available to the employee, however, employees may take advantage of the tuition waiver provided they make arrangements with their supervisor to make up any time off work that may be required; and

(b) 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
(c) such leave will be granted provided that the operating needs of the department are not prejudiced, but the University agrees to take into account the needs of the employee. In the event of conflicts between employees, such conflicts will be resolved on a seniority basis where operating requirements of the department are not a factor; and

(d) the employee will inform their supervisor of their course schedule as soon as the employee is made aware of their schedule.

iii) Procedures

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

(b) When the Waiver Request Form has been completed by the employee, including the Scheduling Approval of their Chair/Department Head if required, all copies are to be submitted to Human Resources, Level 5, University Centre, for approval.

(c) After retaining one (1) copy for the employee’s Human Resources file, Human Resources will return two (2) copies to the employee’s department. Of these, one (1) copy is to be retained in the department for information while the remaining form is to be returned to the employee.

(d) Human Resources will forward the remaining copies to the Bursar or Open Learning and Educational Support, as appropriate.

iv) Off-Campus Courses

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 one hundred per cent (100%) of the cost of tuition up to a maximum of eight hundred dollars ($800) in any one (1) calendar year provided that:

(a) Approval for the chosen course or program must be secured in advance from the employee’s Chair/Department Head and from the Associate Vice-President (Human Resources). The nature of the program should be such that it will increase the effectiveness of the employee in their present or possible future position with the University.

(b) Reimbursement is contingent upon successful completion.

(c) Departments are to submit cheque requisitions together with evidence of successful completion and an invoice covering the cost of the course to Accounts Payable to reimburse the successful employee.
v) Full-Time Programs Leading to a Degree

An employee who wishes to undertake a program which requires full-time attendance may apply for a leave of absence without pay for a period of up to eight (8) calendar months. Such leave shall be approved provided:

(a) The application is made at least two (2) months in advance of the commencement of the leave.

(b) Prior approval of the leave is given by the Department Head who shall take into account the operating needs of the department.

(c) Prior approval of the leave is given by the Associate Vice-President (Human Resources) or designate.

During the period of such leave without pay, the normal benefits cost-sharing arrangements will continue (normal pension contributions will be at the employee’s option), provided the employee continues employment following such leave for a period of no less than one (1) year.

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

6.12. TEMPORARY FULL-TIME APPOINTMENTS

Where the work has been continuously performed by more than one (1) temporary full-time employee and the work exceeds twenty-four (24) consecutive months (and is not the result of the absence of a regular full-time incumbent), then a regular full-time position will normally be posted within three (3) months. This clause will not apply if the temporary full-time work is paid through a grant/trust fund.

Where the work has been continuously performed by the same temporary full-time employee and the work exceeds twenty-four (24) consecutive months (and is not the result of the absence of a regular full-time incumbent), then a regular full-time position will normally be posted within three (3) months. The temporary full-time incumbent will be given first level of consideration for purposes of that particular posting. This clause will not apply if the temporary full-time work is paid through a grant/trust fund.

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

6.13. TEAM LEADER/LEAD HAND

It is acknowledged that employees appointed as Team Leader or Lead Hand do not have responsibility for, nor can be delegated to hire, discipline or initiate discipline or terminate employees. The role of a Team Leader or Lead Hand is to provide functional guidance to the
assigned work group. It is further acknowledged that a Team Leader or Lead Hand is not deemed to be a supervisor for purposes of the Occupational Health and Safety Act.

6.14. **REDEPLOYMENT, BUMPING, LAY-OFF POLICY AND PROCEDURE, REGULAR FULL-TIME STAFF**

**Purpose**

This policy establishes a standard practice to be followed in the event of position redundancy, bumping and lay-off.

**Definitions**

i) **Day**: a working day as observed by the University’s Human Resources Division.

ii) **Regular full-time**: an employment class conferring upon its incumbents the anticipation of:

   (a) hours of work as normally in effect for the employee group or as outlined in the appropriate collective agreement;

   (b) an indeterminate term of employment or a predetermined term of employment which exceeds the time limits as specified by the collective agreement or the Employment Standards Act of Ontario.

iii) **Temporary full-time**: an employment class conferring upon its incumbents, the anticipation of:

   (a) hours of work as normally in effect for the employee group or as outlined in the appropriate collective agreement;

   (b) a determinate term of employment of less than twelve (12) months, unless otherwise specified by collective agreement;

   (c) term of greater than twelve (12) months, where not covered by a collective agreement subject to the approval of Human Resources.

iv) **Part-time**: an employment class conferring upon its incumbents the anticipation of being employed for not more than twenty-four (24) hours per week averaged over a two (2) week pay period. Some collective agreements may specify a lower number of hours. Such specifics are outlined in the recognition clauses of the collective agreements.

v) **Seniority**: the length of unbroken full-time service within a certified bargaining unit as defined by the appropriate collective agreement.

vi) **Length of Service**: the length of unbroken full-time service with the University or years of combined Ontario Agri-Food Innovation Alliance/University Service as appropriate.

vii) **Junior Employee**: means the employee with the least length of service/seniority within the affected salary band.

viii) **Redundancy**: means cessation of a position(s) because of a reduction in force, lack of work, the discontinuance of a function or a facility of the University; however, "redundancy" may not result in a "lay-off".
ix) **Lay-off**: means cessation of employment because of lack of work in an employee’s salary band or the discontinuance of a function or facility of the University.

**Procedure**

Procedures for the reduction of staff have been established with a view to meeting the University’s operating requirements and role as a good employer, and to minimize the loss of valuable human resources and the impact upon those individuals directly affected by staff reductions. The strength and viability of the department/college/directorate must be maintained in the interest of the University's short and long term needs. The most strenuous effort will be made to retain any employee within his/her salary band. It should be noted that this policy is not to be confused with termination for cause and is not intended as a substitute for such terminations.

When it becomes necessary to reduce staff, such reductions will be handled in a fair and equitable manner. In order to avoid lay-offs, the Deans/Directors will attempt to resolve the reduction first within his/her own college/directorate and then in co-operation with other colleges or directorates. All vacant regular full-time positions (within the appropriate employee group), within a forty (40) kilometre radius of the affected regular full-time employee’s present work location, will be considered for the purpose of transfer. With mutual consent, the affected regular full-time employee may be transferred to a vacant position (within the appropriate employee group and an appropriate salary band), beyond a forty (40) kilometre radius of the employee’s present work location. An employee who does not agree to an identified transfer beyond a forty (40) kilometre radius and whose position is no longer required, may elect to exercise his/her length of service for the purpose of "bumping", as outlined below. For the purpose of this policy, the Woodstock Research Station is deemed to fall within a forty (40) kilometre radius of Guelph.

In any event, if budget reductions affecting staff are anticipated, the Dean/Director will give as much prior notice as possible to the Director of Staff Relations.

The following process will apply for regular full-time Exempt Staff. However, the exercise of length of service/seniority is limited to a forty (40) kilometre radius of his/her current work location. For the purpose of this policy, the Woodstock Research Station is deemed to fall within a forty (40) kilometre radius of Guelph.

In the event of a staff reduction, the Director of Staff Relations will meet with the Exempt Group Executive a minimum of five (5) days in advance of advising the employee(s) who is (are) to be declared redundant. The purpose of the meeting will be to provide the Exempt Executive with an explanation as to why the action is necessary.

The Director of Staff Relations (or designate) will maintain constant communication with the Exempt Group Executive as the following procedures are implemented and until such time as the employees declared redundant have been transferred, placed on lay-off/recall or terminated as per the provisions of the procedure.

i) In the event of the need to reduce positions within a department, college or directorate, part-time, temporary full-time and probationary employees will be displaced from the
University first, where such displacement satisfies the need for the reduction, in the order mentioned above.

ii) Part-time, temporary full-time and probationary staff affected by such reduction will be terminated.

iii) If the redeployment exercise has been unsuccessful, and the affected regular full-time employee elects to exercise his/her length of service/seniority, then the employee with the least length of service/seniority within the salary band affected will be displaced from his/her department. If the employee is incapable of performing the job occupied by the most junior employee, they will be assigned to the job occupied by the next most junior employee within his/her salary band, provided they are capable of performing the job.

iv) The employee displaced from his/her department will be eligible, length of service/seniority permitting, to displace within his/her salary band the most junior employee working elsewhere within his/her college or directorate. If the employee is incapable of performing the job occupied by the most junior employee, they will be assigned to the job occupied by the next most junior employee within his/her salary band, provided they are capable of performing the job.

v) The employee displaced from his/her college or directorate will be eligible, length of service/seniority permitting, to displace within his/her salary band the most junior employee working elsewhere within the University. If the employee is incapable of performing the job occupied by the most junior employee, they will be assigned to the job occupied by the next most junior employee within his/her salary band, provided they are capable of performing the job.

vi) The last employee displaced (resulting from 3, 4 and 5 above), will be eligible, length of service/seniority permitting, to displace (as outlined in 3, 4 and 5 above) the most junior employee within his/her salary band and subsequently the next lower paid salary band, provided they are capable of performing the job.

vii) The University will give employees who have completed their probationary period notice of impending lay-off in accord with the following scale:

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<thead>
<tr>
<th>Years of Service</th>
<th>Notice Period</th>
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<tbody>
<tr>
<td>Up to Four Years of Service</td>
<td>One (1) Month</td>
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<tr>
<td>Four &amp; Five Years of Service</td>
<td>Two (2) Months</td>
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<td>Six &amp; Seven Years of Service</td>
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<td>Eight &amp; Nine Years of Service</td>
<td>Four (4) Months</td>
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<td>Ten to Fourteen Years of Service</td>
<td>Five (5) Months</td>
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<td>Fifteen or More Years of Service</td>
<td>Six (6) Months</td>
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viii) The period of notice shall commence from the date on which the employee and the Association, receive written notice of lay-off from the University.

ix) **Enhanced Buyout**

An employee whose position has been declared redundant may elect to receive an enhanced voluntary termination payment in lieu of notice within fifteen (15) days of notification equal to one (1) month of pay per year of service to a maximum of fifteen (15) months, plus one (1) week of pay for each additional year of service beyond fifteen (15) years to a maximum payment of eighteen (18) months. It is understood that should an employee elect to receive this payment, s/he relinquishes all rights under this procedure and such employee shall be considered to have terminated her/his employment with the University. This enhanced voluntary termination payment does not remain available beyond the fifteen (15) day period.

An employee may elect to receive payment in lieu of notice equal to three (3) weeks of pay per year of service to a maximum of fifty-two (52) weeks or the maximum number of weeks remaining until normal retirement. However, it is understood that should an employee elect to receive pay in lieu of notice, they relinquish their rights to recall and such employee shall be considered to have terminated their employment with the University.

x) An employee who is placed on lay-off from the University will have recall rights for a period of eighteen (18) months, or as specified by collective agreement, commencing on the actual date of lay-off.

xi) Employees who are on notice of lay-off from the University are to report to their Human Resources Consultant, Human Resources Division, so that individual resumes can be reviewed and updated.

**Benefits**

The employees notified of impending lay-off will be interviewed by the Director, Total Compensation (or designate) and the Director, Staff Relations (or designate) so that they may be advised of their benefits status and their rights.

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

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

**Recall**

i) When a vacancy occurs, an employee laid off from the University will be the first eligible, length of service/seniority permitting, to fill that vacancy provided they are capable of performing the requirements of the position.

ii) When a vacancy occurs within the college or directorate, an employee displaced from that college or directorate will be the first eligible, length of service/seniority permitting, to fill that vacancy provided they are capable of performing the requirements of the position.

Notice of recall from lay-off for any position shall be sent by registered mail to the employee's last known address. If the employee fails to report for work within seven (7) calendar days from the notice of return to work, the individual will be deemed to have terminated their employment. It is the employee’s responsibility to notify Human Resources of any changes of address.

**DISPUTE RESOLUTION PROCEDURE**

7.1.

i) It is the policy of the University to resolve employee or group (i.e. three (3) or more employees within the same department) problems, concerns or disagreements quickly and fairly. A group problem or concern will be treated according to the same process as individual concerns and will commence at Step One. An individual/group problem or concern is an initiated concern by an employee or group of employees arising from the interpretation of, application or alleged violation of this Agreement or an established or recognized policy, procedure or practice by the University. The purpose of this problem solving procedure is to provide an orderly and standard administrative process by which employees may seek resolution of differences that may arise concerning their terms and conditions of employment or other work related matters.

ii) It is agreed that any employee (s) who chooses to undertake any legal action, in reference to their concern, will not also have access to this Dispute Resolution Process. Further, any employee(s) who initially access this Dispute Resolution Procedure and then subsequently undertakes legal action will no longer have continued access to this Dispute Resolution Procedure. Human Rights Complaints should be made through the Office of Diversity and Human Rights in accordance with the University’s Human Rights Policy.
Workplace Harassment complaints should be made to the Director, Staff Relations in accordance with the University’s Workplace Harassment Policy and Workplace Violence complaints should be made to Campus Police in accordance with the University’s Violence Prevention in the Workplace Policy.

iii) A dispute will normally lapse if the concern is not initiated or pursued within the specified time limits. Exceptions will be discussed between the Exempt Group and the University. If the University fails to respond within the time limits specified under any step in the procedures below, the Exempt Group may move to the next step. Notwithstanding the foregoing, time limits in the procedure may be extended by mutual consent of the employee and the University, at the appropriate steps that follow, provided that neither the employee nor the University’s position has been substantially prejudiced by the delay. Wherever an official representative is specified in this procedure, a designate may be appointed to act.

iv) The University will agree, with the employee’s agreement, to provide the Exempt Group with a copy of the Formal Concern and acknowledges that employee(s) may be accompanied at the Step One or Step Two meeting, if the employee (s) so chooses, by the Chief representative (or designate) who is a member of the Exempt Group.

Verbal Resolution

An employee who has a work related problem should first discuss the problem with his/her immediate supervisor as soon as possible after the circumstances causing the problem have arisen or come to the attention of the employee. The immediate supervisor will respond in writing with their decision within seven (7) business days of the discussion. If the supervisor and the employee are unable to resolve the problem, the employee may proceed as follows:

Formal Concern

i) Step One (1)

Within ten (10) business days of receiving the supervisor’s decision, the employee may submit the problem, in writing, to his/her supervisor’s supervisor, who will convene a meeting with the employee and the supervisor. A Human Resources representative may be present at such meeting at the request of either party to assist in resolving the dispute. Such meeting shall take place within ten (10) business days of receipt of the concern. The supervisor’s supervisor will then reply, in writing, within ten (10) business days of such meeting. Failing settlement, the employee may proceed to Step Two (2).

ii) Step Two (2)

Within ten (10) business days of the above decision, the employee may submit the formal concern, in writing, to the Associate Vice-President Human Resources (or designate) who will call a meeting review the issue. The employee shall clearly indicate:

(a) the nature of the concern,

(b) the paragraph or paragraphs of this Compact allegedly violated or an established or recognized policy, procedure or practice of the University allegedly violated or
the alleged occurrence said to have caused the concern,

(c) what steps have already been taken in search of remedy,

(d) and a clear statement of the remedy sought.

The Associate Vice-President, Human Resources (or designate) will issue their response to the concern in writing to the employee, copied to the Chair of the Exempt Group within fifteen (15) days following the meeting. Any extension to the timelines will be by joint agreement between the Exempt Group and/or employee and the University.

Arbitration

If response at Step 2 is not accepted by the employee they may notify the Associate Vice-President, Human Resources within twenty (20) working days after receiving the written response that they intend to proceed to Arbitration. The notice of intention to proceed to Arbitration shall contain the details of the formal concern, to include a precise statement of alleged violation and the remedy sought by the party from the Arbitrator.

The Parties will mutually select an Arbitrator within ten (10) days after receiving notice of Arbitration, from a list of active Arbitrators agreed to by the parties.

The University will pay for the cost of the Arbitrator and their expenses. The University and the Employee and/or the Exempt Group are responsible for the cost of their own legal and/or other expenses associated with the Arbitration process.

The Arbitrator will hear and determine the complaint as filed and their decision shall be final and binding on the employee, and the Exempt Group and the University.

The Arbitrator will not make any decision that is inconsistent with the provisions of this Memorandum of Agreement or Human Resources Policy or deal with any matter that is not covered by this Memorandum of Agreement or Human Resources Policy. Further, the Arbitrator will not alter, modify or amend any part of the Memorandum of Agreement or Human Resources Policy.

The time limits referred to in the Arbitration procedure may be extended by written mutual consent of the parties.

Policy Concern

Where a dispute between the Exempt Group and the University involving a matter of general policy occurs, the difference between the parties shall be put in writing, signed by the Chair of the Exempt Group, citing the alleged violations and the particulars of the situation giving rise to the problem and forward it to the Associate, Vice-President, Human Resources (or designate). The Associate, Vice-President, Human Resources (or designate) will meet with the Exempt Group representatives to discuss the matter. Failing resolution of the dispute, the Exempt Group may forward the matter to Arbitration and the process will be followed except for Arbitration expenses which will be equally shared by the University and the Exempt Group. The parties are responsible for the cost of their own legal and/or other expenses associate with for the Arbitration process.
Personal Discussions

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

EXEMPT RIGHTS AND RESPONSIBILITIES

8.1. Exempt employees have the right and responsibility to participate in the affairs of the University; to help shape the environment of the University, and to support the University's objectives through their contributions. Exempt employees have the right to be informed and consulted on matters that affect their job responsibilities and matters affecting the quality of the work environment.

8.2. The University aims to create an environment of trust and respect and believes that the right of individuals to advance their independent views openly, and constructively, in the appropriate forum, must be upheld throughout the University.

8.3. Employees who have completed their probationary period have the right to review their Human Resources file no more than once yearly. In order to do so, employees are to submit their request in writing to the Staff Relations Section of Human Resources. An appointment to review the Human Resources file will be arranged within three (3) working days of the receipt of the request or within practical limitation. An employee may request and shall be provided with a photocopy of any document of which they would normally have a copy. Requests for copies of other documents shall not be unreasonably withheld.

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

8.5. The University and the Exempt Group shall work together in the interest of achieving a violence free workplace.

Workplace violence is defined as any incident in which an employee is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace.

It is expected that employees or the Exempt Group on their behalf will report incidents of workplace violence to their immediate supervisor or, as appropriate, the next level of supervision (and/or, Campus Police, or designated security at the regional campuses, as specific circumstance dictate) and, as necessary, file an incident report detailing the incident including any directly related damage to property. Such reported incidents will be investigated by the University. The outcome of such investigation will be communicated to the Exempt Group.

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

9.1. Every regular full-time Exempt employee has the fundamental right to a full performance review annually.

9.2. Regular full-time employees who wish to appeal their performance review should first discuss the matter with their immediate supervisor.

9.3. If the employee and the immediate supervisor are unable to resolve the matter, the employee may write to her/his supervisor with a copy to her/his immediate supervisor, and the Exempt Executive, outlining the specific reasons for the appeal. The employee, the immediate supervisor, the Exempt employee’s supervisor’s supervisor, and a member of the Exempt Executive, will meet to discuss the employee’s performance review and the reasons for the appeal.

9.4. A Human Resources representative may be present at any such meeting at the request of any party with all the above persons in attendance and agreement.

JOB POSTINGS

10.1. When the University decides to fill a regular full-time job vacancy, or temporary full-time vacancy greater than sixteen (16) weeks, it will be posted. Such job posting will be for a minimum of seven (7) calendar days. A copy of the job posting will be provided to the Exempt Group.

10.2. Temporary vacancies of sixteen (16) weeks or less are not required to be posted, and the University may fill the vacancy at its discretion.

10.3. Human Resources and the Exempt Group acknowledge that there may be occasions when the posting of a job vacancy is not practical. In such circumstances either party may request that the job posting requirements in this Article be waived. Any agreement to waive the job posting requirements under this Article, including but not limited to agreeing to the direct appointment of an incumbent without posting, must be made in writing between Human Resources and the Exempt Group. Any such requests will not be unreasonably withheld.

NEW JOB OPPORTUNITIES FOR EXEMPT GROUP MEMBERS

11.1. Every Exempt Group employee has the right to apply to any vacancy (regular full-time or temporary full-time) for which s/he believes they are qualified for and capable to perform.

All unsuccessful applicants who receive an interview, shall be informed in writing within five (5) working days of receipt of acceptance of the written employment letter. Unsuccessful regular full-time applicants who received an interview for an Exempt regular full-time vacancy will be provided with the reasons why they were not successful, when the position was awarded to a temporary full-time employee.

11.2. The University and the Exempt Group agree that in the interests of staff development, an employee may, in the absence of the regular incumbent or when a temporary position is open, request the opportunity to assume duties other than those s/he normally performs.
The employee’s department will attempt to accommodate such requests where operationally practical and in the interests of the operational requirements of the department. It is agreed that concerns arising from these requests will not be the subject of a grievance.

11.3. If appointed to a regular full-time position with no break in employment or a break of three (3) weeks or less, a temporary full-time employee may apply time worked against credited service for the purpose of vacation, sick leave, tuition waiver, service review date, paid holidays and length of service. It is understood that every regular full-time employee will serve only one (1) probationary period.

11.4. The following arrangements will govern the promotion of regular full-time Exempt employees to regular full-time Exempt positions:

i) The successful applicant will be placed on a trial period for a period of up to four (4) calendar weeks from the date of appointment. In the event that the successful candidate proves unsatisfactory in the position during this trial period, or if the employee is unable to perform the duties of the new position, the employee shall be returned to her/his former position and wage without loss of length of service.

Any other employee promoted because of the re-arrangement of positions shall also be returned to her/his former position and wage without loss of length of service.

ii) During the trial period noted above, the successful applicant may elect to be returned to her/his former position and wage without loss of length of service. Any other employee promoted or transferred because of the re-arrangement of position shall be returned to her/his former position and wage without loss of length of service and may not grieve such return.

LEVELS OF CONSIDERATION FOR REGULAR FULL-TIME EXEMPT POSITIONS

1) Qualified regular full-time Exempt Group employees will be considered first. If there are no qualified candidates from this first level of consideration, then;

2) Qualified temporary full-time Exempt Group employees will be considered second. If there are no qualified candidates from this second level of consideration, then;

3) Thereafter the parties agree that the hiring practice will reflect, endorse and support the tenets of the University’s Employment Equity Plan.

ACCESS TO INFORMATION

12.1. The University acknowledges that the Exempt Executive Committee requires various types of information and will undertake to provide information as requested. Should a question arise about the propriety of providing some particular information, and if challenged by the Exempt Executive Committee, it is agreed the matter will be referred to the Joint Committee for review as soon as possible.

AMENDMENTS TO THE MEMORANDUM OF AGREEMENT

13.1. This memorandum will be in effect immediately on the date of signing. Both parties agree
to jointly review the Memorandum of Agreement annually, in advance of the anniversary date, using the mechanism of the Joint Committee, with the aim to arriving at any agreeable amendments deemed to be necessary. The current Agreement will remain in effect throughout the review period.

WAGES

**Effective May 1, 2017**

1.50% Base Adjustment applied to the Exempt salary grid for all employees at Level 7 and below (all incremental steps except maximum). All employees above Level 7 will receive the equivalent lump sum payment, less deductions (not applied to base earnings).

**Effective May 1, 2018**

1.50% Base Adjustment applied to the Exempt salary grid for all employees at Level 7 and below (all incremental steps except maximum). All employees above Level 7 will receive the equivalent lump sum payment, less deductions (not applied to base earnings).

**Effective May 1, 2019**

1.50% Base Adjustment applied to the Exempt salary grid for all employees at Level 7 and below (all incremental steps except maximum). All employees above Level 7 will receive the equivalent lump sum payment, less deductions (not applied to base earnings).
POST RETIREMENT BENEFITS

For new employees hired on or after January 1, 2009, ten (10) years of continuous service will be required at the University to be eligible for post-retirement benefits upon drawing a pension from the University. For the purpose of this provision it is understood continuous service will include temporary full-time appointments with breaks in service between successive appointments of 8 weeks or less. Employees on 8, 9, 10 month appointments will be deemed to have continuous service.
SUPPLEMENTARY DOCUMENTS TO THE MEMORANDUM OF AGREEMENT

- Letter of Understanding – Exempt Group Job Evaluation
- Letter of Understanding – Exempt Group Self-Funded Leave
- Letter of Understanding – Exempt Group Safety Committee
- Letter of Understanding – Exempt Group Sick Leave: Chronic Medical Illness or Disease
- Letter of Understanding – Exempt Group Level of Entitlements for Benefits
- Letter of Agreement – Flexible Spending Credits
- Letter of Agreement – Benefits
- Letter of Agreement – Exempt Group Pension Contributions
- Letter of Agreement – Updating the Memorandum of Agreement
LETTER OF UNDERSTANDING – EXEMPT GROUP JOB EVALUATION

The Exempt Group and the University agree that the University will be responsible for the evaluation of positions represented by the Exempt Group in accordance with the gender neutral comparison system and ratings in place as of May 1, 2014 for the purpose of maintaining Pay Equity. This includes the review of all regular full-time, and continuing limited term positions along with new positions, reclassification requests and appeals.

As a matter of transparency, the University will provide the Exempt Group with a listing of all Exempt positions and their respective evaluations upon written request.

The University will provide to the Chair of the Exempt Group and one (1) other Executive member the outcomes of evaluations for any new or vacant positions, reclassification requests and appeals prior to the release of the results to the incumbent.

Evaluations will be done in a timely manner, and normally within thirty (30) working days of the original date of receipt of the initial request; any required adjustment will be retroactive to the date of receipt in Human Resources.

1) **Grounds for Reconsideration of Job Evaluation Results:**

   Reconsideration is limited to cases where information is missing, incorrect, or where clarification regarding the Job Fact Sheet (JFS) is required. It is understood by all parties that the process of review may result in either an increase or decrease in total points, with the possible result of no change to the band, or a move either upward or downward within the band.

   Preparation of the submission should be done in consultation with the supervisor. In cases where there is disagreement between the supervisor and the incumbent, discrepancies must be resolved prior to the submission being reviewed. The Exempt Executive or Human Resources may be contacted for assistance if required.

2) **Procedure:**

   Request for reconsideration will be made on a form provided by the University and must contain all required signatures. Please note that the JFS used in the Request for Reconsideration must be the same as the version used in the evaluation procedure.

   The Request for Reconsideration should be sent to the Job Evaluation Consultant, Total Compensation within ten (10) working days of receipt of the initial job evaluation decision with copies to the Supervisor, Chair/Department Head and Exempt Executive.

   Request for deadline extensions will be considered for good reason on an individual basis by the Director, Staff Relations (or designate).

3) **Outcome:**

   Requests for Reconsideration will be reviewed by the Job Evaluation Consultant, Staff Relations or an appropriate designate as appointed by the Director, Staff Relations. The decision and accompanying rationale will be communicated to the incumbent and the supervisor in writing within ten (10) working days from the date of receipt.
4) Dispute Resolution:

a) Should the incumbent or the Exempt Group disagree with the Reconsideration outcome, the Director, Staff Relations and the Chair of the Exempt Group will convene a meeting in an effort to resolve the concerns. Prior to this meeting the Exempt Group will submit to the Director, Staff Relations a written summary of the sub factors in dispute, desired ratings and the rationale for change. Discussions during this meeting will be without prejudice and non-binding on the parties.

b) If the parties are unable to resolve the dispute through this process, the University and the Exempt group agree to engage in a mutually agreed upon dispute resolution mechanism in order to fully resolve the concern. This may include but is not limited to requesting the assistance of a neutral third party with Job Evaluation expertise.

Signed this 24th day of May, 2019 at Guelph, Ontario.

On behalf of the University of Guelph

[Signature]

On behalf of the Exempt Group

[Signature]
LETTER OF UNDERSTANDING – EXEMPT GROUP SELF-FUNDED LEAVE

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

How It Works

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

For example, you may choose to work for three (3) years at seventy-five per cent (75%) of your normal salary. The remaining twenty-five per cent (25%) would be deposited in an interest-bearing account. In year four (4), you would go on leave and receive the amount set aside in the previous years. (In this case, seventy-five per cent (75%) of annual salary.)

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

TERMS AND CONDITIONS

Eligibility

The plan is available to regular full-time Exempt Group employees (employee classification code B), eighteen (18) months after completing the probationary period.

Application

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

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

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

Salary Deferral

The amount of salary to be deferred in any one (1) year may not exceed thirty-three and one-third per cent (33-1/3%) of your annual salary. The deferred salary will be held in a separate
account, in a bank or trust company chosen by the University of Guelph. Interest will be credited
to your account monthly. The accumulated interest will be paid and reported to you each year
during the deferral period.

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

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

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

Payment of the Deferred Salary
The deferred salary will be paid to you in equal monthly instalments. For example, if you have saved forty per cent (40%) of your annual salary and have chosen to take a six (6) month leave, the deferred amount will be paid to you in equal instalments over six (6) months (your normal salary from the University will cease for the duration of your self-funded leave).

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

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

Cancellation of Leave
Employees who join the plan must follow through on their commitment. However, in unforeseen or extenuating circumstances, such as a promotion or transfer to a new job, you may withdraw from the plan up to three (3) months before the date of the scheduled leave. Your department supervisor and the Associate Vice-President (Human Resources) must be informed in writing of your intention to withdraw from the plan. On leaving the plan, you will receive the amount of salary accumulated (less tax) plus any interest not already paid. Withdrawal from the plan will not prevent you from reapplying at a later date.

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

BENEFIT COVERAGE

During the Salary Deferral Period

- You will continue to contribute to the Pension Plan based on your full one hundred per cent (100%) salary.
▪ Income Tax and both employee and employer Canada Pension Plan contributions will be based on your reduced salary.

▪ Employment Insurance contributions will be based on your full one hundred per cent (100%) salary.

▪ Life Insurance and Long Term Disability premiums and benefits will be based on your full one hundred per cent (100%) salary and normal cost-sharing arrangements will apply.

▪ Major Medical and Dental Insurance premiums will be deducted, and the normal cost-sharing arrangements will apply.

▪ Vacation credits, sick leave and length of service will accumulate as if you are receiving one hundred per cent (100%) of salary.

During the Leave Period

▪ You will continue to contribute to the Pension Plan on full one hundred per cent (100%) salary.

▪ Income Tax and both employee and employer Canada Pension Plan contributions will be deducted from the deferred salary payments.

▪ Employment Insurance premiums will not be deducted from the deferred salary payment as the leave period is not a period of employment for purposes of Employment Insurance (Unemployment, Sickness, Adoption, Maternity and Parental Leave). The period of leave may hinder your eligibility for Employment Insurance Benefits. Please contact the Total Compensation section of Human Resources for further details.

▪ Life Insurance and Long Term Disability premiums and benefits will be based on your full one hundred per cent (100%) salary. Normal cost-sharing arrangements will apply. If you become disabled during the leave period your sick leave payments and long term disability elimination period will commence upon the scheduled completion of your leave, assuming you are disabled at that time.

▪ Major Medical and Dental Insurance premiums will continue, and the normal cost-sharing arrangements will apply.

▪ You will remain eligible for normal salary increases based on the level of performance while in full-time employment.

▪ Vacation will not accumulate and cannot be used after the first month of the leave.

▪ Sick Leave will not accumulate after the first month of leave and cannot be used during any period of the leave.

▪ You will continue to receive credit of length of service.

▪ Length of service shall accrue during the period of leave.
Other Matters

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

Signed this 24th day of May, 2019 at Guelph, Ontario.

On behalf of the University of Guelph

On behalf of the Exempt Group
LETTER OF UNDERSTANDING – EXEMPT GROUP SAFETY COMMITTEE

The University shall make all necessary and reasonable provisions for the occupational health and safety of its employees and shall comply with the Ontario Occupational Health and Safety Act.

a) The Exempt Group will appoint or elect its representative(s) to the Central Joint Health and Safety Committee.

b) The Exempt Group will select its representatives to the Local Joint Health and Safety Committees.

c) Leave required during regular working hours to allow representatives to the Central and Local Health and Safety Committees to perform their duties, as committee representatives, will be without loss of pay.

d) The University recognizes and acknowledges the right of employees to be informed about hazards in the workplace, to be provided with appropriate training, and the right to refuse unsafe work consistent with the Ontario Occupational Health and Safety Act. R.S.O. as amended.

e) The University will provide (at no cost to the employees) and employees will wear, appropriate protective clothing and/or other devices, which the University deems necessary, to protect employees from workplace injury or hazard.

f) Employees whose job, as determined by the University, requires the wearing of prescription safety glasses, will be entitled, once every two (2) years, to CSA approved prescription safety glasses. Cost of such CSA approved glasses shall be paid by the University. Authorization forms for purchase are provided through the Environmental Health and Safety Office.

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

The Exempt Group shall be entitled to meet with representatives of the University to discuss health and safety concerns raised by members of the Local and not addressed in a timely manner at the Safety Committee level.

The University and the Exempt Group will recognize the International Day of Mourning, April 28th, for workers killed or injured on the job on such date officially established each year, and in recognition, develop and publish a proclamation respecting the above.
Signed this 24th day of May, 2019 at Guelph, Ontario.

On behalf of the University of Guelph

On behalf of the Exempt Group
LETTER OF UNDERSTANDING – EXEMPT GROUP SICK LEAVE: CHRONIC MEDICAL ILLNESS OR DISEASE

1) From time to time an employee may be diagnosed with a specific chronic medical illness or disease that results in the employee being unable to work a full work week on an ongoing basis. (For example: may be medically required due to the specific condition to be absent one (1) day per week on a weekly basis).

2) The employee shall provide medical evidence from her/his attending physician to Occupational Health confirming that they have a chronic medical illness or disease that prevents her/him from working a full work week on a continuing basis.

3) Where the medical evidence does not support a long term disability claim to cover the employee for the days that she/he cannot work due to her/his chronic illness/disease, the employee shall have sixty (60) paid sick days renewable annually (January 1st) to cover those absent days.

4) The employee shall be required to provide medical updates on an annual basis with respect to her/his specific condition and ongoing requirement for accommodation, or when there is a change in condition.

Signed this _____ day of ______, 2019 at Guelph, Ontario.

On behalf of the University of Guelph

On behalf of the Exempt Group
LETTER OF UNDERSTANDING – EXEMPT GROUP LEVEL OF ENTITLEMENTS FOR BENEFITS

Further to the Memorandum of Agreement between the Exempt Group and the University of Guelph, it is agreed that the level of entitlements for benefits will be maintained at no less than the current levels during the life of this Agreement.

Signed this 24th day of May, 2019 at Guelph, Ontario.
On behalf of the University of Guelph
[Signature]

On behalf of the Exempt Group
[Signature]
LETTER OF AGREEMENT – FLEXIBLE SPENDING CREDITS

Effective January 1, 2018, the University will provide Flexible Spending Credits (Flex Credits) to all active eligible regular full-time (RFT) and temporary full-time hired for greater than twelve (12) months (TFT) employees represented by the Exempt Group. Each eligible employee will be provided with Flex Credits in the amount of seven hundred dollars ($700). Eligible employees elect to allocate their Flex Credits into one (1) or more of the following three (3) accounts:

- **Professional Development Reimbursement (PDR)**
  Professional Development Reimbursement (PDR) can be used by employees for professional expenses including: conference registrations fees and travel costs; tuition or fees for professional training or development courses; professional membership fees, journal or periodical subscriptions; books; equipment; or software that can be directly attributed to and/or assist in an employee’s professional development in their capacity as a University of Guelph employee.

- **Health Care Spending Account (HCSA)**
  The Health Care Spending Account (HCSA) can be used to pay for employee and/or eligible spouse’s/dependents’ qualifying medical and dental expenses under the Income Tax Act (Canada), incurred after the deposit date, that are not covered or are only partially covered by the University’s group benefits plan.

- **Taxable Wellness Spending Account (TWSA)**
  Supports health and wellness for employees only (i.e. spouses/dependents are not eligible). This account can be used to pay for items including, but not limited to: fitness club membership fees, fitness or sporting equipment, personal training sessions, nutritional counselling, weight loss programs, smoking cessation programs, legal and/or financial advice. Wellness spending account reimbursements are taxable benefits and will be reported on annual T4 statements of the employee.

**Operation**

1. **Allocation of Flex Credits**
   - All allocations of Flex Credits must be made in fifty dollar ($50) increments.
   - This election must be made by November 30th of the year prior to the calendar year in which the credits will be allocated to the various accounts. Only one (1) election may be made in any year.
   - The election as to the allocation of Flex Credits rests exclusively with the employee and once made is irrevocable.
   - Where an employee fails to make an election for the Flex Credits, as a default, fifty per cent (50%) of the employee’s Flex Credits will automatically be credited to the PDR account, and fifty per cent (50%) will be automatically credited to the employee’s HCSA, with no allocation to the TWSA.
2. Eligibility

Participation in the Flex Credit arrangement is restricted to active RFT and active and eligible TFT employees represented by the Exempt Group employed as at January 1st meeting the criteria as set out below:

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


- The same carry forward provisions will apply to all three (3) accounts.
- Unused account balances can be carried forward and combined with new Flex Credit allocations for the following calendar year.
- At the end of the second calendar year, any balances remaining from the previous year will be forfeited. (i.e. spending in any one (1) year must exceed funds carry forward from year immediate preceding.)
- Carry forward balances must remain in the original accounts (i.e. no inter account transfers are permitted once the allocation election has been made).
4. Payment of Claims
   - The claim year is January 1\textsuperscript{st} to December 31\textsuperscript{st}.
   - HCSA and TWSA: Employees can submit claims at any time throughout the year, however, all claims must be received by the carrier no later than March 31\textsuperscript{st} following the year in which the expenses have been incurred. Employees retiring or terminating must have all claims incurred prior to their termination or retirement date submitted within thirty (30) calendar days of their last day of employment.
   - PDR: Annual PDR expenses claimed must be incurred and paid by the employee by December 31\textsuperscript{st} of each calendar year. Employees can submit authorized claims, in accordance with University policies, at any time during the calendar year. The University’s Financial Services (Payment Services) will issue instructions regarding claim submission deadlines for each calendar year. Employees retiring or resigning must have all PDR claims submitted prior to their last day of employment.

Signed this 24\textsuperscript{th} day of May, 2019 at Guelph, Ontario.

On behalf of the University of Guelph

[Signature]

On behalf of the Exempt Group

[Signature]
LETTER OF AGREEMENT – BENEFITS

Effective December 1, 2017:

a. The annual dollar allocation for psychologist’s coverage under the extended health plan will increase from three hundred dollars ($300) to one thousand two hundred dollars ($1,200) per calendar year. Coverage under this Agreement will also be expanded to include counselling services provided by counsellors with a Masters of Social Work, psychotherapists, psychoanalysts, marriage and family therapists, or clinical counsellors provided that they are licensed and registered by a recognized governing body as defined by the benefits provider.

b. University agrees to expand Extended Health Care (EHC) coverage to include non-oral contraceptives as prescribed by a physician provided that it has a drug identification number (DIN).

c. The University to remove the requirement under the EHC plan for physician’s referral for massage therapy.

Signed this 24th day of May, 2019 at Guelph, Ontario.

On behalf of the University of Guelph

[Signature]

On behalf of the Exempt Group

[Signature]
LETTER OF AGREEMENT – EXEMPT GROUP PENSION CONTRIBUTIONS

Table of Pension Plan Changes:

Contribution Rates (ongoing)

<table>
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<th>Effective Date</th>
<th>May 1, 2017</th>
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<th>May 1, 2019</th>
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<td>Below YMPE</td>
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<td>8.41%**</td>
<td>8.66%**</td>
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<tr>
<td>Above YMPE</td>
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<td>9.75%**</td>
<td>10.00%**</td>
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</tbody>
</table>

* Present Rates

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

Furthermore, the University and the Union agree in principle to a negotiated framework for the sharing of Normal Actuarial Cost of the Retirement Pension Plan through collective bargaining. Under this framework, should the most current valuation report filed prior to July 1st of each year show an increase in the University’s Normal Actuarial Cost to a level above one hundred per cent (100%) of the member contribution rates specified above, the University will meet with the Union to review the applicable valuation results including support for the Normal Actuarial Cost increase. This review will include documentation prepared by the Plan’s Actuary who certified the new Normal Actuarial Cost requirements in respect of the Exempt Group members, including a summary of the underlying Exempt Group membership data used to prepare the valuation results.

Pending such certification of results by the Actuary, member contribution rates will increase sufficient to fund 50% of that portion of the University’s Normal Actuarial Cost above 100% of the member contributions at the time of the valuation. Under this calculation, member contributions will be subject to a maximum increase of 0.25% to be implemented on May 1, 2018 and May 1, 2019, respectively.

The University and the Exempt Group recognize that important discussions are underway with respect to the University Pension Plan (UPP) initiative with the objective of forming a multi-employer Jointly Sponsored Pension Plan (JSPP) within the sector. The above contributions will be subject to change should there be a JSPP agreement and consent by plan members including those Exempt staff who participate in the retirement plan.
Signed this 24th day of May, 2019 at Guelph, Ontario.

On behalf of the University of Guelph

On behalf of the Exempt Group

[Signatures]
LETTER OF AGREEMENT – UPDATING THE MEMORANDUM OF AGREEMENT

The University and the Exempt Group agree to meet as required during the term of the Agreement to make the necessary housekeeping changes and updates to the Memorandum of Agreement in order to better reflect the current scope, application and its terms. Any changes arrived at through this process must be mutually agreed to by the Director of Human Resources (Staff Relations) and the Chair of the Exempt Group.

Signed this 24th day of May, 2019 at Guelph, Ontario.

On behalf of the University of Guelph

[Signature]

On behalf of the Exempt Group

[Signature]