

**EMPLOYMENT HANDBOOK**

**FOR**

**GRANT & TRUST FUNDED**

**PROFESSIONAL (GTP) STAFF**

**HUMAN RESOURCES**  
**UNIVERSITY OF GUELPH**



**LAST UPDATED: July 1, 2019**

# University of Guelph Grant & Trust Funded Professionals

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<b>MISSION STATEMENT</b> .....	2
<b>PREAMBLE</b> .....	3
<b>CHAPTER 1 - OVERVIEW</b> .....	4
<b>CHAPTER 2 - WHAT IS A GTP EMPLOYEE?</b> .....	4
2A. <i>Definition</i> .....	4
2B. <i>Appointments, Reappointments, and Contractual Term Limits</i> .....	5
2C. <i>Separation</i> .....	5
2D. <i>Additional Terms and Conditions of GTP Employees</i> .....	6
<b>CHAPTER 3 - RESPONSIBILITIES OF THE GTP EMPLOYEE</b> .....	6
3A. <i>Responsibilities of the GTP Employee</i> .....	6
3B. <i>Responsibilities of the University</i> .....	7
<b>CHAPTER 4 - BENEFITS AND COMPENSATION</b> .....	7
4A. <i>Benefits</i> .....	7
4B. <i>Salary Administration</i> .....	8
4C. <i>Bonuses and Selective Salary Increases</i> .....	10
4D. <i>Hours of Work</i> .....	10
4E. <i>Vacation</i> .....	11
4F. <i>Paid Holidays</i> .....	12
4G. <i>Leaves of Absence</i> .....	13
4H. <i>Sick Leave</i> .....	18
4I. <i>Method of Payment</i> .....	18
<b>CHAPTER 5 - FLEXIBLE SPENDING CREDITS AND MEMBERSHIP FEES</b> .....	18
5A. <i>Learning and Development Program Offerings</i> .....	18
5B. <i>Flexible Spending Credits</i> .....	18
5C. <i>Required Professional Membership Fee Reimbursement</i> .....	21
<b>CHAPTER 6 - PERFORMANCE PLANNING, ASSESSMENT AND DEVELOPMENT</b> .....	21
6A. <i>Performance Review Process</i> .....	21
6B. <i>Appeals</i> .....	22
<b>CHAPTER 7 - ON-CALL PAY, ACTING PAY</b> .....	22
7A. <i>On-Call Pay</i> .....	22
7B. <i>Acting Pay</i> .....	23
<b>CHAPTER 8 - CONFLICT OF INTEREST</b> .....	23
<b>CHAPTER 9 - RESPONSIBLE RESEARCH</b> .....	23
<b>CHAPTER 10 - INTELLECTUAL PROPERTY</b> .....	24
<b>CHAPTER 11 - ENVIRONMENTAL HEALTH AND SAFETY</b> .....	24
<b>CHAPTER 12 - ACCEPTABLE USE OF IT RESOURCES</b> .....	24
<b>CHAPTER 13 - PROBLEM RESOLUTION PROCESS</b> .....	24

## **Mission Statement**

The University of Guelph is a research-intensive, learner-centred university. Its core value is the pursuit of truth. Its aim is to serve society and to enhance the quality of life through scholarship. Both in its research and in its teaching programs, the University is committed to a global perspective.

The University offers a wide range of excellent programs, both theoretical and applied, disciplinary and interdisciplinary, undergraduate and graduate, in the arts, humanities, social sciences, natural sciences, as well as professional fields. Among these, it recognizes agriculture and veterinary medicine as areas of special responsibility.

The University attracts students, faculty, and staff of the highest quality. It is animated by a spirit of free and open inquiry, collaboration, and mutual respect. It asserts the fundamental equality of all human beings and is committed to creating for all members of its community, an environment that is hospitable, safe, supportive, equitable, pleasurable, and above all, intellectually challenging.

The University of Guelph is determined to put the learner at the centre of all it does, recognizing that research and teaching are intimately linked and that learning is a life-long commitment. The University eagerly promotes collaboration among undergraduates, graduate students, faculty, staff, and alumni, as well as with our local and international community, other educational institutions, government and business.

The University of Guelph is committed to the highest standards of pedagogy, to the education and well-being of the whole person, to meeting the needs of all learners in a purposefully diverse community, to the pursuit of its articulated learning objectives, to rigorous self-assessment, and to a curriculum that fosters creativity, skill development, critical inquiry, and active learning. The University of Guelph educates students for life and work in a rapidly changing world.

The University of Guelph invites public scrutiny of the fulfillment of its mission, especially by the people of Ontario, to whom it is accountable.

*Approved by Senate: November 21, 1995*

## Preamble

As a research intensive institution, scholarly excellence is at the core of the University of Guelph's mission; a commitment that has been articulated in the [University's Strategic Research Plan \(2017-2022\)](#). In pursuit of research excellence, the University seeks to employ top talent within its research enterprise. This requires that the University develop and maintain terms and conditions of employment designed to attract, motivate and retain employees to support the advancement of research. The purpose of this document is to provide a framework for those Grant and Trust funded Professional (GTP) employees who are critical in the support of research at the University of Guelph, and to acquaint those staff members and their Supervisors with University of Guelph policies, procedures and practices. In some cases, a website address or hyperlink has been provided to offer more detailed information. This document does not represent an exhaustive list of all University policies and procedures that apply to GTP employees, nor does it imply contractual obligations or commitments to any group or individual. Instead, this document is for information and planning purposes for both supervisors and employees. While this document contains reference to a number of key University policies and programs, the University of Guelph reserves the right to update, amend or otherwise discontinue the policies, practices and procedures at its discretion and without notice.

## Chapter 1 - Overview

The University website will serve as the central location for links to resources and services for GTP employees, although there may also be department specific procedures or processes which equally apply to GTP employees. Questions regarding department specific procedures and processes should be raised with the employee's immediate supervisor.

## Chapter 2 - What is a GTP Employee?

### 2A. Definition

The University defines a Grant and Trust funded (G&T) employee as one whose appointment is predominantly funded through monies external to the University. The University considers "predominantly funded" as an appointment of which fifty per cent (50%) or more of the monies originate from external grant or trust sources.

Based on the duties, scope, accountability, and nature of the work performed, G&T funded staff are employed in both a professional and managerial or support capacity.

This document applies specifically to GTP employees who are further defined as any professional or managerial employee whose position meets the funding criteria defined above, and who holds an individual appointment to a position which satisfies at least one of the following definitions:

- (a) The position has full managerial/supervisory responsibility;
- (b) The position is responsible for the planning, execution, conduct and evaluation of programs and meets the following criteria:
  - Requires analytical, interpretative, evaluative and constructive thinking;
  - Requires a grasp of theoretical principles or involved practices at least equivalent to an undergraduate degree. The knowledge and skill may be exercised consultatively as a specialist or in a managerial capacity in directing the work of others;
- (c) The position undertakes work which is predominantly non-routine and requires discretion and judgement based on the application of a comprehensive body of knowledge such as education, engineering, medicine, or psychology. Such positions may also require the incumbent to be a member of an appropriate profession;

(d) The position performs a consultative or specialist role in fields such as: general administration, human resources, law, purchasing, computing science, accounting or public relations.

## **2B. Appointments, Reappointments, and Contractual Term Limits**

The University of Guelph is committed to recruitment practices that promote the acquisition of the best qualified talent, expand on its commitment to diversity and inclusion, and maximize the career advancement of current staff. The University therefore encourages all hiring managers, whenever feasible, to work directly with Human Resources to post job vacancies and utilize recruitment and selection tools that are available. Posted vacancies are advertised on the University's Human Resources bulletin board and its [Careers@Guelph](#) website. In some cases, hiring managers who are seeking specialized qualifications or those requiring more immediate staffing needs may elect not to utilize the job posting process. In all cases, hiring managers will consider qualifications, skills, and abilities when making selection decisions. Given the variable and often contingent nature of the funding provided by granting agencies, GTP staff are employed on contractually limited (fixed term), renewable employment contracts. The duration of such contracts are detailed in the University's offer of employment letters provided to GTP employees at the outset of employment and upon subsequent renewal. The duration of appointments will generally be driven by a combination of:

- Specific project/program requirements;
- Source funding availability; and
- Any other terms that may be set out by the granting agency.

A single contractually limited employment contract will generally not exceed five (5) continuous years. Longer contract durations may be agreed to, and are subject to the advanced approval of the Director, Human Resources (Staff Relations) where, if at the onset, it can be shown that specific project or program needs necessitate a longer duration and where a stable funding source has been identified.

## **2C. Separation**

### **Termination of Contract**

The University considers the individual characteristics of G&T funded employees when determining the appropriate amount of notice or pay in lieu of notice of termination. Except

where the University has cause to terminate employment, GTP employees are required, at minimum, to receive written notice of termination or pay in lieu of notice of termination, in accordance with the [Employment Standards Act, 2000](#), as amended, or as otherwise set out in the official employment letter.

## **Resignation**

Should a GTP employee choose to resign prior to the expiration of their contract, they must inform their immediate supervisor in writing.

GTP employees are expected to provide four (4) weeks' advanced notice of resignation in accordance with [Human Resources Policy 106](#).

All copies of employee resignations are to be forwarded by the supervisor to Human Resources.

## **2D. Additional Terms and Conditions of GTP Employees**

GTP employees are required to comply with all applicable University of Guelph policies. In addition to those policies expressly referenced in this document, other such campus wide policies can be found on the [University's website](#) and may be updated, modified or otherwise discontinued at the discretion of the University and without notice.

## **Chapter 3 - Responsibilities of the GTP Employee**

### **3A. Responsibilities of the GTP Employee**

- To perform the duties as outlined in the official offer of employment and in accordance with their defined job responsibilities or other duties which may be designated;
- To conduct themselves in a professional and respectful manner at all times;
- To adhere to professional rules of conduct or otherwise exercise good and reasonable common professional/managerial sense;
- To recognize that they may have access to privileged and proprietary information and to maintain confidentiality of such information as a representative/agent of the University, both during and following employment;
- To be informed of, and comply, with all Federal and Provincial legislation and any other such applicable legislation, regulation or procedures and act in accordance with established or recognized University policies, procedures or practices both referenced within and outside of this document.

## 3B. Responsibilities of the University

- In recognition of employee rights and responsibilities, the University is committed to maintaining a safe and respectful workplace and to fostering an environment of trust. The University further believes that the right of individuals to advance their independent views openly, in the appropriate forum, is important to achieving the University's mission and therefore undertakes to create a working environment that is conducive to this end;
- The University acknowledges that GTP employees have a right and responsibility to participate in the affairs of the University; to help shape the University environment, and to support the University's objectives through the contribution of their professional and managerial expertise;
- GTP employees have the right to be informed and consulted on matters that affect their job responsibilities, to address matters affecting the quality of their work environment, and to engage in research or scholarly activities agreeable to their appropriate working unit.

The University further commits to meeting its legislative obligations and to adhering to its responsibilities under the following policies:

- [Environmental Health and Safety Policy](#)
- [Harassment Prevention in the Workplace Policy](#)
- [Violence Prevention in the Workplace Policy](#)
- [University of Guelph Human Rights Policy](#)

## Chapter 4 - Benefits and Compensation

### 4A. Benefits

GTP employees are classified as contractually limited. Information regarding benefit eligibility can be found on the [Total Compensation](#) section of the Human Resources website. A general summary of benefits available to eligible staff includes:

- Extended Health;
- Basic Life Insurance coverage up to specified maximums;
- Dental coverage subject to minimum employment contract and minimum workload thresholds being met;



# University of Guelph Grant & Trust Funded Professionals

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- Long Term Disability subject to minimum employment contract and minimum workload thresholds being met. (Benefits are payable to a maximum of five (5) years.)

More information on [Group Insurance Benefits for Employees](#), including specific eligibility criteria, can be accessed on the Human Resources website.

Subject to GTP employees meeting the eligibility criteria as defined in the Professional Plan Text, they are eligible to join the University of Guelph Professional Pension Plan. Information on [University of Guelph Pension Plans](#) can be found on the Human Resources website.

## **4B. Salary Administration**

GTP employees are paid in accordance with the Grant & Trust Funded Professional (GTP) salary grid as adjusted periodically at the direction of the University based on internal and external comparators. The most up to date [GTP salary grid](#) is available on the Human Resources website.

Salaried GTP positions are assigned to a salary band on the GTP salary grid in accordance with the value of the position following the outcome of the job evaluation process.

Each salary band reflects the minimum annual salary that the University will normally pay to an employee and the maximum rates the University will normally pay to an employee in the position. The mid-point of the band reflects the market value of the job.

The University will also conduct periodic market surveys of comparable jobs to recognize market rates for similar jobs on campus. The market rate is based on an analysis of the average compensation paid by other employers in the comparable employment community. Market rates will be used as a guide when setting the rates within or increases to the University salary bands.

Starting annual salaries for GTP employees are subject to negotiation between the employee and the hiring manager using the following parameters.

Starting salaries for GTP employees are to be established in consultation with Human Resources. The normal hiring range for new employees to the University is eighty to ninety-six per cent (80 - 96%) of the job rate of the appropriate band. Relevant experience and internal equity are two major factors to consider when determining initial salaries and salary increases upon contract renewal. In addition, the following guiding principles should be considered:

# University of Guelph Grant & Trust Funded Professionals

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- (a) The annual salary should reflect individual performance and contributions;
- (b) Contribute to the development of members to their full professional potential and facilitate their maximum contribution to the organization;
- (c) Maintain salaries that reflect job requirements;
- (d) Be sensitive to market conditions;
- (e) Address salary inequities that may occur over time; and
- (f) Be consistent with any funding limitations or parameters imposed by the granting agency.

When an individual has advanced job experience and a record of demonstrated accomplishment in similar prior roles, or where specific market conditions or challenges present themselves, the hiring department may, in consultation with Human Resources, offer a salary above the normal hiring range, but no higher than job rate of the salary band. Specific market conditions or challenges may warrant any further exceptions in establishing a starting salary. In such circumstances the proposed starting salary will be subject to approval of the Associate Vice-President (Human Resources), or their designate, based on documented evidence supporting the need to establish a starting salary outside of policy.

Hiring managers are expected to work with Human Resources in order to ensure that salary increases are consistent with these principles and comply with pay equity obligations.

\*Note: The annual salary is inclusive of all Statutory Holidays.

## **Job Evaluation & Standardized Job Classifications**

The salary band of G&T jobs will be determined through Human Resources using a gender neutral job evaluation system. The purpose of job evaluation is to determine the relative value of jobs within the University and to ensure that they are properly and consistently evaluated in relation to one another. Jobs are measured using identifiable factors that are present in all jobs.

Although research projects at the University are vast and varied, there are common responsibilities and elements of work that exist for G&T positions. In recognition of this, and to facilitate ease of administration, standardized job classifications are available for G&T positions with corresponding salary band. Hiring managers should review the standardized descriptions and, if applicable, select the classification that most accurately reflects the job. Once the

classification has been determined, the corresponding salary band and guiding salary administration principles should be used to establish individual salaries.

If a job does not match a standardized classification, hiring managers should submit a completed Job Fact Sheet Summary to Human Resources for job evaluation in order to determine the appropriate salary band for the job.

## **4C. Bonuses and Selective Salary Increases**

### **Bonus**

A bonus is a discretionary one-time cash payment based on a Department's/College's Senior Leader's assessment of individual performance. A bonus payment does not increase an employee's base salary. The objective of a bonus is to reward superior performance in a given year on projects or special assignments that are outside of an employee's normal job responsibilities. As a bonus is discretionary in nature, it will not be used as an incentive to an employee in advance of performing work. Bonuses will be open to all GTP employees including those at or above the maximum of the salary band. A bonus payment is subject to the approval of the Associate Vice-President (Human Resources), or their designate, and will not normally exceed five per cent (5%) of an employee's annual salary.

### **Selective Salary Increase**

In situations where salary inequities exist or specific market adjustments are required, a hiring manager may make a written request, with the necessary rationale to the Associate Vice-President (Human Resources), or their designate, to adjust the annual salary of an employee by way of a selective salary increase at any time during the term of the employment contract. The Associate Vice-President (Human Resources), or their designate, will be responsible for issuing the final approval for such selective increase.

## **4D. Hours of Work**

The regular working hours for GTP staff are normally thirty-five (35) hours per week, though hiring managers and employees may agree to alternate hours. Hours of work are governed by [Human Resources Policy 102](#) and may be varied at the discretion of the department.

# University of Guelph Grant & Trust Funded Professionals

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Hours of work in excess of regular working hours will be compensated in accordance with the [Employment Standards Act, 2000](#), as amended, and [Human Resources Policy 111 - Extra Workload](#).

## **4E. Vacation**

Unless otherwise provided for in the official offer of employment, vacation entitlements, accrual and usage for full time GTP employees are governed in accordance with the following:

- 1.25 (15 days/yr) from start date to the beginning of the calendar year in which the employee completes 2 years of service;
- 1.83 (22 days/yr) in the year the employee completes 2 years of service;
- 1.92 (23 days/yr) in the year the employee completes 8 years of service;
- 2.00 (24 days/yr) in the year the employee completes 12 years of service;
- 2.17 (26 days/yr) in the year the employee completes 16 years of service;
- 2.50 (30 days/yr) in the year the employee completes 25 years of service.

If employment terminates, the University will deduct from the final pay any amount previously paid for used but unearned credits.

Vacation credits will continue to accrue during period of paid sick leave and unpaid leaves of absence less than one (1) month in duration. After one (1) month of unpaid status, vacation credits cease to accrue. However, vacation credits continue to accrue during maternity, adoption, and parental leaves, and during the first twenty-six (26) weeks on Long Term Disability, and the first six (6) months on [Workplace Safety and Insurance Board \(WSIB\)](#) benefits.

Ontario legislation requires that all employees take at least two (2) weeks' vacation per year when so entitled. Employees with five (5) years or more service are required to take three (3) weeks' vacation per year. With advance written approval of the Department Head, an employee may carryover a maximum of thirty (30) days of unused vacation to the following year. GTP employees are expected to take carryover vacation within ten (10) months of the start of the year.

Professional staff may not cash-in unused vacation on regular retirement or employee-initiated retirement. In circumstances where an employee has accumulated in excess of thirty (30) days

and is unable to schedule the vacation, Staff Relations will work with the employee and their supervisor, to develop a mutually agreeable plan to schedule and utilize that excess carryover. (Where necessary, this plan may incorporate up to three (3) calendar years to eliminate the excess accumulated vacation.)

If an employee has a certifiable illness or injury during a vacation period, they may request to utilize existing sick leave provisions for the period of the illness or injury and have their corresponding vacation credits reinstated. An employee making such request will be required to provide supporting medical documentation to substantiate of the illness or injury to Occupational Health and Wellness at the time of the illness or injury, or as soon as is reasonably possible thereafter. It is expressly understood that the reinstatement of vacation credit(s) will not occur in the case of a minor ailment or common healthcare conditions, but rather only in cases of a serious medical event. Occupational Health and Wellness will advise the employee's immediate supervisor if the medical information provided supports a conversion of vacation to sick leave for the period of illness or injury. In scheduling vacations, the University will consider the wishes of employees, but reserves the right to schedule vacations in accordance with operating requirements.

#### **4F. Paid Holidays**

The following paid holidays will be observed by the University:

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

In each calendar year, provided that fourteen (14) calendar days' notice is given to their immediate supervisor and in keeping with department requirements, each GTP employee shall be entitled to two (2) other days as "additional paid holidays" per calendar year, but only one (1)

during the first six (6) months of employment. An "additional paid holiday" may not be carried over into a new calendar year.

The University will provide annually to GTP employees, the additional designated days off with pay to coincide with the University's December/January Holiday Closure and to provide the employee with uninterrupted time off. Employees scheduled to work on these designated days will be granted a day off with pay at some other time. Premium pay, other than for normal overtime, does not apply for work on these designated days.

In order to qualify for holiday pay, a GTP employees must work their full scheduled shifts immediately preceding and immediately following the holiday except in cases of excused illness, or other reasonable cause, in which case the employee shall receive the holiday pay. The University reserves the right to request reasonable information to support payment in these circumstances.

Paid Holidays are governed under [Human Resources Policy 502](#) which also outlines Work on a Holiday and Part-Time Employees.

## **4G. Leaves of Absence**

Consistent with the University's values, there are several leaves of absence available to GTP employees to assist in their overall well-being or to attend to personal or family related matters. Below is a comprehensive list of leaves available to eligible GTP employees:

### **i) Unpaid Personal Leave**

An unpaid leave of absence may be granted by the University for "good reason", except for permanent alternative employment, provided such absence does not disrupt normal University operations. Factors to be considered in granting such leave include, but are not limited to the following:

- The employee's length of service;
- The duration of the leave request;
- The reason for the leave;
- The replacement required;
- The cost-benefit to the University;
- The benefit(s) to the employee;

# University of Guelph Grant & Trust Funded Professionals

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- Resulting professional development;
- The University's operational needs.

Unless otherwise provided, authority to grant leaves of absence is vested in the immediate supervisor in consultation with the Dean, Director or Department Head.

## **ii) Jury and Witness Duty**

Absence on jury duty or as a subpoenaed witness is an excused absence and the University agrees to pay any GTP employee who is required to serve as a juror or witness, the difference in the amount between the regular pay they would have received for work which they were scheduled to perform during the period of their absence and the amount received by them as a juror. It shall be the responsibility of the employee to provide proof of the period served as a juror and the amount paid to them for such services. In addition, an employee who is subpoenaed as a witness shall receive full regular pay for such absence, provided the litigation was not initiated by the employee. GTP employees who serve as a juror shall receive their full regular pay, provided they submit the cheque received for such services to their department. The department will then submit the cheque with a Revenue Remittance Voucher to Revenue Control.

## **iii) Military Leave**

The University will grant a leave of absence with pay for up to two (2) weeks for the purposes of military service and will compensate the employee for whatever difference exists between the military pay they received, as evidenced by a statement from the proper authority, and their normal University wages or salary. During their absence, the employee's normal wages or salary will continue and it will be their responsibility to reimburse the University that part of their military pay that is less than their regular University pay. Military service of longer than two (2) weeks may be permitted, but the period of the leave of absence in excess of two (2) weeks will be without pay.

## **iv) Public Office**

Members of the University are free to participate in public life without any impediment from the University. A University employee seeking election to public office shall be entitled to leave of absence without pay as follows:

# University of Guelph Grant & Trust Funded Professionals

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- For election to either the Parliament of Canada or the Legislature of Ontario, during the period from official filing of nomination to seven (7) consecutive days after the election;
- For election to the position of Mayor for seven (7) consecutive days prior to Election Day and three (3) days thereafter.

Should an employee's candidature for either the Federal Parliament or Provincial Legislature be successful, they shall be considered as being on leave of absence without pay from the date of their election to the date of the next Federal or Provincial (as the case may be) general election, or until such time as their contract of employment would expire, whichever occurs first. Should they be re-elected at that general election, it is expected that they would formally resign from the University's employ. Should the employee not stand for re-election or should the employee be defeated during their leave of absence and defined contract terms, they must return to work at the University within seven (7) days of Election Day or forfeit their right to do so.

A University employee on leave of absence without pay who is elected to either the Parliament of Canada or the Legislature of Ontario, and who is subsequently appointed a Minister of the Crown must resign their University post immediately upon assuming the official responsibility of their ministerial post.

An employee elected Mayor may be granted leave of absence for a period of up to two (2) years without salary or may remain on the staff of the University for as long as they occupy the position provided they can continue to do full justice to their job at the University. Alternatively, they may remain on pay but with an appropriate reduction in pay according to the amount of time that must be devoted to the mayoral duties involved. An employee elected Alderman or School Trustee may be granted leave of absence to attend Council or Board meetings. A salary reduction shall commensurate with the time devoted to attendance at meetings.

## **v) Unpaid Pregnancy and Parental Leave**

### **Pregnancy Leave**

A pregnant GTP employee hired at least thirteen (13) weeks before her due date is entitled to seventeen (17) weeks of unpaid pregnancy leave.

### **Parental Leave**

All new parents employed in GTP positions who are hired at least thirteen (13) weeks before the commencement of Parental Leave, are entitled to up to sixty-one (61) or sixty-three (63) weeks



of unpaid parental leave following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. Employees who take pregnancy leave are entitled to take up to sixty-one (61) weeks of parental leave. All other new parents are entitled to take up to sixty-three (63) weeks of parental leave. This leave must commence within seventy-eight (78) weeks of the day the child is born or comes into the employee's custody, care and control for the first time.

"Parent" includes adoptive parents, as well as "a person in a relationship of some permanence with the natural mother or father of the child who intends to treat the child as their own".

Normal benefit cost-sharing shall continue for pension, life insurance, major medical and dental, throughout both pregnancy and parental leave.

Departments must ensure a request for leave of absence form is completed and submitted with the appropriate data form to Salary Administration to ensure benefit cost-sharing continues. Employees must provide two (2) weeks' written notice of the date the leave will begin and four (4) weeks' written notice of the date the leave is to end.

Any parent commencing a leave is entitled to return to the same or an equivalent position after the leave. Any employee whose predetermined contract expired while on leave may not be entitled to return to a job.

## **Temporary Reduction in Workload and Compensation**

### **Eligibility and Application Procedure**

Every GTP employee is eligible to request a temporary reduction in workload and compensation at any time by submitting a written request for a temporary reduction in workload and compensation to their immediate supervisor and to the relevant Department Chair or Director. The approval of such request will be subject to the University's operational requirements first being met.

### **Terms of Reduction in Workload and Compensation**

- (a) An employee who is granted a temporary reduction of workload shall enter into a written agreement with the University that specifies the degree of reduction in both weekly workload and compensation (to be not more than fifty per cent (50%)) and its duration.

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

### **vi) 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).
- 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).
- 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.

# University of Guelph Grant & Trust Funded Professionals

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- 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) for an immediate family member, or three (3) for a family member) reinstated.

## **vii) Examination Leave**

Examination Leave may be granted with pay to an employee writing an examination for courses taken at the direction of the University ([see Human Resources Policy 401](#)) during working hours, but normally only one half (0.5) day at one time. Immediate supervisors are authorized to grant such leave.

## **4H. Sick Leave**

GTP employees who are unable to perform their work for reasons of illness or injury are eligible for sick leave benefits in accordance with [Human Resources Policy 500 - Sick Leave](#).

## **4I. Method of Payment**

GTP employees are paid on a bi-weekly basis through normal direct deposit.

## **Chapter 5 - Flexible Spending Credits and Membership Fees**

### **5A. Learning and Development Program Offerings**

GTP employees have access to a wide array of professional development services made available through the Learning and Development unit of Human Resources. Workshop and program offerings can be found on the [Human Resources Website](#).

### **5B. Flexible Spending Credits**

Effective January 1, 2018, the University began providing Flexible Spending Credits (Flex Credits) to all active GTP employees hired for greater than twelve (12) months. Each eligible employee will be provided with Flex Credits in the amount of one thousand one hundred dollars (\$1,100). Eligible employees elect to allocate their Flex Credits into one (1) or more of the following three (3) accounts:

- **Professional Development Reimbursement (PDR)**

# University of Guelph Grant & Trust Funded Professionals

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Professional Development Reimbursement (PDR) can be used by employees for professional expenses including: conference registration 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 30<sup>th</sup> of the year prior to the calendar year in which the credits will be allocated to the various accounts. Only one 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 Taxable Wellness Account.

## 2. Eligibility

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

- In order to be eligible to participate, a GTP employee must be employed on a contract greater than twelve (12) months or have been continuously employed with the University for twelve (12) months or more as at January 1<sup>st</sup>.
- For the purpose of this agreement, active GTP 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 GTP employee on a leave of absence without pay for a period of thirty (30) calendar days or more, or an individual on a salary continuance arrangement as at the January 1<sup>st</sup> date.
- Retirees are not eligible to participate in this Flex Credit arrangement.
- Newly hired GTP 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 1<sup>st</sup> of the same calendar year.
- All GTP employees whose employment commences after July 1<sup>st</sup>, with the exception of those hired after November 30<sup>th</sup>, as detailed below, will see their Flex Credits prorated by fifty per cent (50%) for the balance of that calendar year.
- Those employees hired after November 30<sup>th</sup> will not be eligible to participate in the Flex Spending Program until the following calendar year.
- All employees hired during a calendar year and who are eligible to receive Flex Credits will be required to direct the allocation of their Flex Credits to HCSA, PDR or TWSA within thirty (30) days of the commencement of their employment, failing which the default allocation shall apply.

## 3. Account Balance Carry Forward Provisions

- The same carry-forward provisions will apply to 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 the year immediately 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<sup>st</sup> to December 31<sup>st</sup>.
- **HCSA and TWSA:** Employees can submit claims at any time throughout the year, however, all claims must be received by the carrier no later than March 31<sup>st</sup> the 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<sup>st</sup> 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.

#### **5C. Required Professional Membership Fee Reimbursement**

If a Researcher or hiring department makes it a condition of employment that a GTP employee either join or maintain membership in a professional association or society, the Researcher or hiring department will reimburse employees for the annual membership fees of the association or society in accordance with the provisions of [Human Resources Policy 105](#).

## **Chapter 6 - Performance Planning, Assessment and Development**

### **6A. Performance Review Process**

The University is committed to a performance assessment and development process that translates organizational goals in to individual, team and departmental goals; relies on consensus and cooperation; creates a shared understanding of what is required and how it will be achieved; requires an open management style and two way communication; encourages

self-management; requires continuous feedback; and calls for leaders/managers to provide direction and support.

Managers of GTP employees are encouraged to meet regularly with staff and to engage in ongoing and regular performance dialogues, in addition to utilizing the University's [Generating Ongoing Achievement & Learning 2.0 \(G.O.A.L. 2.0\)](#) system in implementing its performance feedback and management process. Performance goal setting meetings and assessments are generally held annually.

Performance feedback plays an essential role in assisting employees in their development and informing any selective wage increases during the contract term, or at the time of contract renewal.

## **6B. Appeals**

It is expected that any disagreement regarding the outcome of the performance assessment process is addressed expeditiously; ideally between the employee and their immediate supervisor. In instances where this cannot be resolved, the employee may request to append a written note to their assessment citing their objection. Either an employee or manager may also solicit the assistance of their Human Resources representative with the aim of resolving a dispute. Failing resolution, an employee may make a written appeal to their Department Head, copied to the Director, Human Resources (Staff Relations). An appeal must be made within ten (10) days following receipt of the written performance assessment. An appeal will generally be considered and responded to in writing within the ten (10) day period following receipt of the appeal. Mutually agreed to extensions to these timelines will also be granted.

## **Chapter 7 - On-Call Pay, Acting Pay**

### **7A. On-Call Pay**

In specific circumstances and in support of operations, departments may determine a need to have professional staff available to respond to unexpected events and/or technical/operational issues outside normal working hours. When it is determined by the Dean, Director, Chair, or designate that an on-call arrangement is required to support the University's operations outside normal working hours, the following guidelines will be utilized in establishing minimum on-call arrangements with those GTP employees involved.

On-call pay can neither be used to reimburse for overtime hours, nor can it be used as a means of payment to complete 'regularly assigned' work done after hours, nor as a means to compensate for special projects and/or work assignments. On-call arrangements for GTP employees are governed by [Human Resources Policy 110](#).

## **7B. Acting Pay**

If a Department Head makes a written request to a GTP employee to perform the duties of a position of greater responsibility and pay for more than twenty-two (22) consecutive calendar days, the GTP employee will receive an honorarium of five per cent (5%) of their basic rate of pay for the period of time they fill the duties of the higher position. If the GTP employee's salary plus five per cent (5%) is less than the minimum pay for the new position, the honorarium may range between five per cent (5%) and the minimum pay for the acting position. The Department should prorate the honorarium to the portion of responsibilities assumed. The Acting Pay honorarium does not affect base pay.

Acting Pay for GTP employees are governed by [Human Resources Policy 107](#).

## **Chapter 8 - Conflict of Interest**

The University has a policy that defines and addresses potential, apparent, and actual conflicts of interest. It provides guidance to employees, including GTP employees, so that conflicts of interest are recognized, avoided, or resolved expeditiously through appropriate disclosure and management. [Human Resources Policy 317](#) can be found on the Human Resources website.

## **Chapter 9 - Responsible Research**

The University expects the highest standards of integrity in every aspect of its research as carried out by all members of the University community, and is committed to exemplifying the values and behaviours associated with research integrity. The University has established Policies and Procedures which provide guidance as to the expectations regarding research integrity and those behaviours that form the basis of action regarding alleged instances of research misconduct. The [University's Responsible Conduct of Research Policy and Procedures](#) can be found on the Office of Research website.



## **Chapter 10 - Intellectual Property**

The University of Guelph has a policy on Intellectual Property that applies to all employees, including GTP employees, which stipulates that intellectual property is owned by those who create it unless otherwise restricted by contractual or funding terms. The University's [Policy on Intellectual Property](#) can be found on the Office of Research's website. Supervisors and GTP employees are encouraged to maintain open dialogue on all matters concerning authorship, publication and intellectual property, which ideally should begin at the onset of the appointment.

## **Chapter 11 - Environmental Health and Safety**

The University is committed to health, safety, and environmental protection in all of its programs and activities. Aimed at ensuring a healthy working and learning environment, the University has both campus wide and department specific policies and procedures in addition to various safety committees which apply to all staff, including GTP employees. A comprehensive listing of health and safety policies and other useful information can be found on the [Environmental Health and Safety \(EHS\)](#) section of the University's Human Resources website.

## **Chapter 12 - Acceptable Use of IT Resources**

The University of Guelph Acceptable Use Policy for Information Technology (AUP) defines the acceptable use and breaches of acceptable use of information technology (IT) resources at the University. The AUP applies to individuals, including GTP staff, who use or access any IT resource belonging to or under the control or in the custody of the University of Guelph. By using the University's IT resources, all users agree to comply with this policy. All users must take responsible steps to protect the confidentiality, integrity and availability of IT resources. The AUP can be found on the [Computing & Communications Services \(CCS\)](#) section of the University's website.

## **Chapter 13 - Problem Resolution Process**

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 (below). 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 booklet or an established or recognized policy, procedure or practice by the

University. The purpose of this Problem Resolution Process 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. It should be noted that nothing in this Chapter should be deemed to prevent or limit an employee from discussing problems, personal or job related, with supervisors or members of Human Resources as appropriate.

## **(i) Verbal Resolution**

An employee who has a work related problem should first discuss the problem with their 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:

## **(ii) Formal Concern**

### **Step One**

Within ten (10) business days of receiving the supervisor's decision, the employee may submit the problem, in writing, to their 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. If the reply of the supervisor's supervisor does not resolve the matter, the employee may then:

### **Step Two**

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

- (a) the nature of the concern;
- (b) the 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; and

(d) a clear statement of the remedy sought.

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

### **(iii) Arbitration**

If the response at Step Two of the formal concern 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, 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 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 be final and binding on the employee and the University.

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

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

### **(iv) Timelines**

A problem/complaint will normally lapse if the concern is not initiated or pursued within the specified time limits. Exceptions will be discussed between the employee and the University. If the University fails to respond within the time limits specified under any step in the procedures above, the employee 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 is specified in this procedure, a designate may be appointed to act.

### **(v) Concurrent Processes**

Any employee(s) who chooses to undertake any legal action, in reference to their concern, will not also have access to this Problem Resolution Process. Further, any employee(s) who initially access this Problem Resolution Process and then subsequently undertakes legal action will no longer have continued access to this Problem Resolution Process. 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, Human Resources (Staff Relations) in accordance with the University's [Workplace Harassment Prevention Policy](#) and Workplace Violence complaints should be made to Campus Police in accordance with the University's [Workplace Violence Prevention Policy](#). The Problem Resolution process will not run concurrently with complaint process made through the Office of Diversity and Human Rights or through the University's Workplace Harassment Prevention Policy or Workplace Violence Prevention Policy.

**Any questions or concerns regarding the content of this handbook can be directed to an HR Consultant within the Human Resources department at the University of Guelph.**