COLLECTIVE AGREEMENT

BETWEEN

THE UNIVERSITY OF GUELPH

AND

THE UNIVERSITY OF GUELPH POLICE ASSOCIATION

Expiry Date
April 30, 2015
## Table of Contents

Article I – Definitions .................................................................................................................. 2
Article II – Purpose ...................................................................................................................... 2
Article III – Recognition ............................................................................................................... 2
Article IV – Deduction of Union Dues ......................................................................................... 3
Article V – Relationship .............................................................................................................. 3
Article VI – Management Functions .......................................................................................... 4
Article VII – No Strike, No Lockout ........................................................................................... 5
Article VIII – Representation ..................................................................................................... 5
Article IX – Grievance Procedure ............................................................................................. 6
Article X – Arbitration ................................................................................................................ 9
Article XI – Discipline, Discharge, and Suspension .................................................................. 9
Article XII – Seniority ................................................................................................................ 10
Article XIII – Leave of Absence .............................................................................................. 12
Article XIV – Bulletin Boards .................................................................................................... 18
Article XV – Hours of Work ...................................................................................................... 18
Article XVI – Uniforms ............................................................................................................... 21
Article XVII – Training Courses ............................................................................................... 22
Article XVIII – Sick Leave ......................................................................................................... 24
Article XIX – Paid Holidays ...................................................................................................... 25
Article XX – Vacations ............................................................................................................... 26
Article XXI – Benefits Programme .......................................................................................... 27
Article XXII – Wage Schedules ............................................................................................... 28
Article XXIII – Termination ....................................................................................................... 29
Schedule “A” – Wage Schedule .............................................................................................. 30
Memorandum of Understanding #1 - Employment Equity ......................................................... 32
Memorandum of Understanding #2 - Scholarship Plan ............................................................. 33
Memorandum of Understanding #3 - Athletic Fee Subsidy ...................................................... 35
Memorandum of Understanding #4 - Joint Health & Safety Committee ................................. 36
Letter of Understanding #1 - Health & Performance Centre .................................................... 37
Letter of Understanding #2 - Minimum Staffing Requirements ............................................... 38
THIS AGREEMENT

Between

THE UNIVERSITY OF GUELPH
(herein called the University)

OF THE FIRST PART

and

THE UNIVERSITY OF GUELPH POLICE ASSOCIATION
(herein called the Association)

OF THE SECOND PART

WHEREAS by the nature of their duties as Officers and by their solemn oath as Special Constables, employees covered by this Agreement are bound faithfully to perform their duties notwithstanding the existence or non-existence of a Collective Agreement;

AND WHEREAS the parties to this Collective Agreement intend that it shall not limit or impair the continuing faithful performance by the employees of the duties as aforesaid;

NOW THEREFORE THIS AGREEMENT WITNESSETH.
Article I – Definitions

1.01 “Employee” means an employee of the University of Guelph included in the bargaining unit defined in paragraph 3.01.

1.02 “Day” means working day for the individual concerned unless otherwise specifically stated.

1.03 “Vacation year” means the period from 1 January in any year to 31 December of the same year.

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

1.05 “Seniority” shall mean an employee’s continuous service from the date on which the employee commenced membership with the University of Guelph Police Association.

1.06 “Member” shall mean a member of the University of Guelph Police Association.

1.07 “Association Representative” shall mean any member of the University of Guelph Police Association in good standing.

1.08 “Management” shall mean anyone in authority above the rank of Special Constable who has the right to conduct affairs for and on behalf of the University of Guelph between the University of Guelph and the University of Guelph Police Association.

Article II – Purpose

2.01 The purpose of this Agreement is to govern and maintain collective bargaining relations between the University and the Association; to establish as herein provided the wages, hours of work and other working conditions of members covered by this agreement; and to establish the procedure for final settlement, without stoppage of work, on the application of either party of differences or grievances which might arise hereunder.

Article III – Recognition

3.01 The University recognizes the Association as the sole and exclusive bargaining agency with respect to all matters covered by this Agreement for all Special Constables employed by the University of Guelph at Guelph, save and except officers of the rank of Sergeant and above.
3.02 Supervisory personnel shall not perform the work of bargaining unit employees where such work results in the lay-off of a bargaining unit employee.

3.03 Without restricting its right to determine the methods by which services are to be provided and in order to exercise its right to operate in an efficient and economical manner, it is agreed that employees within the bargaining unit shall not be laid off as a direct result of the University contracting out work which is normally performed by employees within the bargaining unit.

3.04 The University and the Association agree that 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 Employee Relations section of Human Resources. An appointment to view the Human Resources file will be arranged within five (5) calendar days of receipt of the request or within practical limitations.

3.05 Members of the University of Guelph Police Association have the right to be informed and consulted on matters that affect their job responsibilities, to address the matters affecting the quality of their working environment, and to engage in training deemed appropriate by the University.

**Article IV – Deduction of Union Dues**

4.01 Notwithstanding articles 11.01 and 11.02, the University agrees to deduct from the wages of all employees who have completed their one (1) year probationary period, whatever sum may be authorized for Association dues from the first pay due each calendar month, and to remit the same, monthly, along with a list of names of employees from whose wages the deductions have been made, to the Secretary-Treasurer of the Association.

**Article V – Relationship**

5.01 The parties to this Agreement agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised in any respect against any employee because of age, race, creed, colour, national origin, religious belief, political affiliation or activity, sex, marital status or sexual orientation, nor by reason of membership, non-membership or activity in the Association.

5.02 The Association further agrees that there will be no Association activities on the premises of the University, except as specifically permitted by this Agreement or by the University.
5.03 No arrangements are to be made between the management and members of the Association which are inconsistent with the provisions of this Agreement.

5.04 The parties to this Agreement acknowledge that mutual benefits derived from joint consultation and are prepared to discuss items of mutual concern. Therefore, in accord with the principles as herein above established, the parties agree as follows:

(a) Meetings between the Association and the University may be held as required at times as mutually agreed but no more than once monthly. The party requesting the meeting shall make the request in writing and at the same time advise the other party of the matters it wishes to discuss.

(b) Upon notification, a meeting shall be convened within ten (10) days.

(c) Either party may be represented by up to three (3) employees, or more if mutually agreed.

5.05 The University and the Association agree that all employees have the right to freedom from harassment in the workplace because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses, marital status, family status or handicap.

5.06 Nothing in this Agreement prevents an employee from requesting a meeting with the Director.

Article VI – Management Functions

6.01 The Association acknowledges that it is the function of the University to:

(a) maintain order;

(b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or layoff or that an employee has been suspended or discharged without cause may be treated as a grievance as provided under the Grievance Procedure;

(c) maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employee; and

(d) generally to manage the University and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods,
procedures, machinery and equipment to be used to ensure to the extent feasible that employees receive the training deemed necessary by the University to perform their duties as Special Constable, schedules of work and all other matters concerning the University’s operation not otherwise specifically dealt with elsewhere in this Agreement.

6.02 The University agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

6.03 Each employee shall be given the opportunity to read and to discuss with the reviewing officer any performance evaluation conducted in respect to them.

6.04 A copy of an employee’s written review, given in any calendar year, must be forwarded to Human Resources for inclusion in the employee’s Human Resources file.

**Article VII – No Strike, No Lockout**

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

**Article VIII – Representation**

8.01 The Association shall appoint a Negotiating Committee comprised of not more than four (4) representatives of the Association, to deal with the University on matters concerning the renewal or renegotiation of this Collective Agreement. The University agrees to pay to a maximum of four (4) employees (who have completed their probationary period) of the University, for all time spent during regular working hours in negotiations. The Association will have the right to engage a representative outside the Association to assist in the renewal or renegotiating of this Collective Agreement. Scheduling of time off for committee members will remain at the discretion of the Director and/or Manager of Operations and will not be unreasonably withheld.
8.02 Upon receipt of a complaint either in writing, via e-mail, verbally or via telephone against a member of this bargaining unit, from the public at large or the University community and which may be formally acted upon, the following process will apply. Management will conduct initial inquiries to establish seriousness or non-seriousness of the complaint. If deemed serious, the member of the Association shall be sent a copy of the completed complaint form within seven (7) calendar days of receipt of the complaint.

8.03 Unless otherwise specifically stipulated herein, all written communications to the Association from the University shall be directed to the President of the Association at the University of Guelph, Police Services Office. Mail will be placed in the President’s mail slot.

8.04 The parties to this Agreement agree that members of the Association have the right to representation by the Association, if requested, in matters concerning questions of discipline. If representation is requested, no further discussions will take place with the employee concerned until an appropriate association representative is present.

8.05 Where a member of this bargaining unit is charged with a criminal or statutory offence flowing from his Police duties and is subsequently acquitted of such charges, the member shall be reimbursed for any reasonable legal expenses incurred as a result of such charges. It is a condition of payment that a member’s legal counsel and his/her fees shall be subject to prior approval by the University.

Article IX – Grievance Procedure

9.01 It is the mutual desire of the parties hereto that any complaints experienced by members of the Association shall be adjusted as quickly as possible and it is understood that an employee has no grievance until they have first given their immediate supervisor an opportunity to adjust the complaint.

Complaint Stage:
An employee who has a complaint shall discuss it with their appropriate immediate supervisor, if unresolved then with the Manager of Operations within ten (10) days after the employee could reasonably be expected to have become aware of the circumstances giving rise to the complaint, in a sincere attempt to resolve the complaint at this preliminary stage. The Sergeant or Manager of Operations shall have seven (7) calendar days to seek advice and information and to communicate an answer to the complainant. If the complainant and the supervisor fail to resolve the complaint to the complainant’s satisfaction or if the Sergeant or Manager of Operations fails to discuss, acknowledge or otherwise deal with the complaint, the member may invoke Step 1 of the grievance procedure. If a member of the Association meets with the Manager of Operations
during the complaint stage, then they may be accompanied by an Association representative.

**Step 1:**
Within seven (7) calendar days after the decision is given, the employee, accompanied by a committee person, may submit a grievance in writing to the Director, Campus Community Police, Fire Prevention & Parking Services. The grievance shall be in writing on a grievance form supplied by the Association and approved by the University and shall include the nature of the grievance, the section or sections of the agreement which are alleged to have been violated, and the remedy sought. The Director, Campus Community Police, Fire Prevention & Parking Services shall deliver a decision in writing to the employee and the committee person within seven (7) calendar days following the presentation of the grievance to them. If the member is dissatisfied with the decision of the Director, Campus Community Police, Fire Prevention & Parking Services, or the Director, Campus Community Police, Fire Prevention & Parking Services fails or refuses to deal with the grievance within seven (7) calendar days, the member may proceed to Step 2.

**Step 2:**
Within seven (7) calendar days after the decision in Step 1 is given, the grievor, accompanied by a committee person may submit the grievance in writing to the Assistant Vice-President, Human Resources or designate. Within seven (7) days (working days within Human Resources) of receipt of the grievance, a meeting will then be held between the Assistant Vice-President, Human Resources or designate and the committee person and an accredited representative of the Association shall be present at the request of either the University or the Association. This decision of the Assistant Vice-President, Human Resources or designate shall be delivered in writing to the employee and the committee person within ten (10) calendar days. It is understood that the Assistant Vice-President, Human Resources or designate and the Association may bring the appropriate resources and counsel to this meeting if required.

9.02 Failing a settlement under Step No. 2 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided. If no written request for arbitration is received within two (2) calendar weeks after a decision in Step No. 2 is given, it shall be deemed to have been settled.

9.03 (a) Any complaint or grievance arising directly between the University and the Association with respect to either:

i) a matter of department policy, interpretation or general application of the collective agreement arising from a decision of the University, or
ii) a decision or action of the University that affects two (2) or more employees, or

iii) the suspension of an employee;

shall be originated under Step 2 within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not be thereby by-passed.

(b) Any action of the Association considered prejudicial by or to the University shall be originated under Step 2 within ten (10) calendar days after the circumstances giving rise to the complaint.

9.04 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date the grievance was formally discussed or presented to the University under the Grievance Procedure.

9.05 In all steps of the Grievance Procedure, the grievor shall be entitled to submit the grievance to the next step of the Grievance Procedure where no written answer has been given within the time limits specified. The recipient of the grievance shall be entitled to consider the grievance abandoned if the grievor exceeds the time allowed to act.

9.06 (a) An Association Grievance Committee may be set up on an ad hoc basis for each grievance for the purpose of assisting members in handling complaints and presenting grievances to the University as set forth in this agreement. Unless otherwise agreed, it shall be made up of two (2) people selected by the Association Executive. The University shall be informed forthwith of the names of the committee members selected for each individual grievance.

(b) It is understood that the Association Grievance Committee members each has their regular work to perform and that if it is necessary to service a grievance during working hours they will not leave their work without first obtaining the permission of their immediate supervisor, which shall not be unreasonably withheld. They shall state their destination to their immediate supervisor and shall report again to them at the time of their return to work.
Article X – Arbitration

10.01 When either party requests that any matter be submitted to arbitration as herein before provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within ten (10) calendar days thereafter the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two arbitrators so nominated shall attempt to select by agreement a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of ten (10) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chair.

10.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

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

10.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

10.05 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chair will be final and binding upon the parties hereto and the employee or employees concerned.

10.06 Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chair of the Arbitration Board.

10.07 The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties of this Agreement.

10.08 The provisions of article 10.01 herein may be waived should the parties agree to the appointment of a single arbitrator as provided for in section 45 of the Labour Relations Act.

Article XI – Discipline, Discharge, and Suspension

11.01 It is recognized that probationary employees may be released for reasons less serious than in the case of the discharge of an employee who has completed the
probationary period and accordingly, the release will not be subject to the Grievance Procedure.

11.02 A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance at Step 2 within five (5) calendar days after the suspension or discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure:

(a) confirming the University’s action in dismissing or suspending the employee;

(b) reinstating the employee without loss of seniority and with full compensation for time lost; or

(c) by any other arrangement which may be deemed just and equitable.

11.03 In the event that an employee is suspended or discharged for any reason, the University agrees to confirm such suspension or discharge and the reason thereof in writing to the employee and to the Association within seven (7) calendar days.

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

11.05 It is agreed that disciplinary letters within employee’s Human Resources File shall be removed after a two (2) year period, provided that no further disciplinary action has been taken within that two (2) year period.

11.06 The University will not introduce as evidence in a hearing relating to disciplinary action any document, the existence of which the employee was not aware.

11.07 (a) Where a member of this bargaining unit is charged with a criminal or provincial offense as a result of the execution of their legal duty, the University may suspend the member from duty with or without full pay as would normally be provided. It is agreed that this suspension is subject to the grievance and arbitration procedure as laid out in Article 11.02.

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

Article XII – Seniority

12.01 (a) An employee will be on probation until they have completed one (1) year
continuous employment. Upon completion of such probationary period, the employee’s name shall be placed on the seniority list and credited with one (1) year seniority.

(b) A probationary employee must be able to qualify for and be granted Special Constable designation within one (1) year probationary period, otherwise his/her employment will be terminated. Should such designation be delayed, the University may extend the probationary period pending the granting of said designation.

12.02 The University agrees to maintain and post an up-to-date seniority list and to supply the Association with a copy of such list.

12.03 The Director, Campus Community Police, Fire Prevention & Parking Services shall, when the need arises, post a notice on the Association bulletin board inviting applications in writing from those interested in applying for a promotion. Applications shall be returned to the office of the Director, Campus Community Police, Fire Prevention & Parking Services within ten (10) days of the said notice being posted. In all cases of promotion, the following factors shall be considered: competence, ability, fitness, efficiency, standing obtained while attending any recognized police training facility, and an oral interview. All factors being relatively equal, seniority shall govern.

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

(b) In the event the University declares a need to lay-off employees within the bargaining unit, the Manager of Employee Relations will discuss, in advance, the implications with the Association.

(c) In the event of a lay-off the University will give laid-off employee(s) who have completed their probationary period, notice in accord with the following scale: up to four (4) years of service – one (1) month, and an additional two (2) weeks notice per year of service thereafter up to a maximum of six (6) months. An employee may elect to receive payment in lieu of notice equal to three (3) weeks of pay per year of service up to a maximum of fifty-two (52) weeks or the maximum number of weeks remaining until normal retirement. However, it is understood that should an employee elect to receive pay in lieu of notice, they relinquish the right to recall and such employee shall be considered to have terminated their employment with the University.
12.05 An employee shall terminate their employment if he/she:

(a) voluntarily leaves the employ of the University;

(b) is discharged and is not reinstated through the Grievance or Arbitration Procedure;

(c) is absent from work without permission for three (3) consecutive working days;

(d) fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for the purposes other than those for which the leave of absence may be granted;

(e) fails to return to work within seven (7) calendar days after being recalled from lay-off by notice sent by registered mail, unless such period is extended for reasons satisfactory to the University;

(f) is absent due to lay-off for which absence continues for more than twenty-one (21) months.

(g) is absent due to disability for which absence continues for more than twenty-four (24) months, except that the member may continue to participate in the benefits program for as long as they continue to qualify for benefits for the Long Term Salary Continuation Plan. In Worker’s Compensation Board cases the absence may continue for the period of compensation.

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

12.07 (a) A member moved to a position outside the bargaining unit shall retain seniority, from the date of employment, for a period of six (6) months. Seniority will not accrue during this six-month period.

(b) Notwithstanding (a), a member appointed to an acting Sergeant position will have full seniority restored upon return to the bargaining unit, inclusive of the acting period.

**Article XIII – Leave of Absence**

13.01 The University may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leave of absence shall be in writing and such requests shall not be
unreasonably withheld. The University agrees to grant leave of absence without pay up to five (5) calendar days in any year to one employee selected by the Association to attend Association conventions or conferences. Requests for such leave of absence shall be in writing at least two (2) weeks in advance.

13.02 (a) Upon request, in the event of the death in the immediate family, an employee will be granted at the time of the death, leave with pay for a period of five (5) consecutive scheduled workdays. Immediate family shall mean: parent; step-parent; spouse; common-law spouse (including same-sex partner); child; step-child; brother; sister.

(b) Upon request, in the event of the death in the family, an employee will be granted at the time of the death, leave with pay for a period of three (3) consecutive scheduled workdays. Family shall mean: father-in-law; mother-in-law; son-in-law, daughter-in-law; brother-in-law, sister-in-law; grandchild; grandparent.

13.03 Paid Parental Leave

1. Purpose of Paid Parental Leave:

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

2. Eligibility for Paid Parental Leave:

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

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

(c) Employees must apply for Employment Insurance (E.I.) benefits before supplementary income from the University becomes payable. To be eligible for paid parental leave, employees must provide appropriate documentation of the birth or adoption of a child and of the receipt of E.I. maternity or adoption leave benefits to Human Resources. An employee disentitled or disqualified from receiving E.I. maternity or adoption benefits is not eligible to
receive supplementary benefits from the University. Exceptions to this rule will be made for those employees who are denied E.I. maternity or adoption leave benefits only because they have not completed the twenty (20) weeks of employment required for E.I. benefit eligibility.

3. Terms of Paid Parental Leave

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

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

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

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

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

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

(g) Paid parental leave may be voluntarily shorter than the previously arranged period, providing the employee advises the University of his or her intention to return to work at least two (2) weeks prior to the intended date of return.
(h) If the Supervisor/Manager of Operations is not certain of a natural mother’s physical ability to return to work and perform her duties, they may request medical certification of such ability.

13.04 Unpaid Parental Leave

1. Purpose of Unpaid Parental Leave

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

2. Eligibility for Unpaid Parental Leave

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

3. Terms of Unpaid Parental Leave

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

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

(c) For the purposes of promotion, any period of unpaid parental leave shall be considered as a period of service with the University. An employee who has taken unpaid parental leave shall remain eligible for merit increases based on his or her level of performance while in full-time employment.
(d) An employee taking an unpaid parental leave shall not be disadvantaged. She or he will return to the same or an equivalent position without lost of salary or seniority.

13.05 Paid Paternity Leave

Purpose of Paid Paternity Leave

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

13.06 Adoption Leave

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

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

13.07 Family Responsibility Time

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

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

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

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

13.08 Temporary Reduction of Workload and Compensation

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

1. Eligibility and Application Procedure

(a) Every regular full-time employee with dependent children is eligible to request temporary reduction in workload and compensation at any time during his/her career.

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

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

2. Terms of Reduction in Workload and Compensation

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

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

(c) The length of the probationary period shall be extended, on a 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.
13.09 The University agrees to grant during each contract year forty (40) hours paid leave of absence with normal pay and benefits for bargaining unit persons selected by the Association to attend Association meetings, conferences, conventions and seminars. Requests for such leaves of absence shall be submitted in advance and in writing to Employee Relations and will be subject to supervisory approval and operational requirements, which shall not be unreasonably withheld. Seniority shall accrue during the period of leave.

**Article XIV – Bulletin Boards**

14.01 The University will provide a bulletin board for the purpose of notices regarding meetings and other matters restricted to Association activity. All such notices must be signed by the President of the Association or designate.

**Article XV – Hours of Work**

15.01 (a) The normal work week shall average forty (40) hours over the period covered by the work schedule as it may be implemented by the University from time to time. The normal work day shall be twelve (12) hours. It is hereby expressly understood that the provisions of this section are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee as to the hours of work per day not as to the days of work per week, nor as a guarantee of work schedules.

(b) Every six (6) weeks, one (1) rotation day will be granted to keep the average of forty (40) hours per normal work week. The University will make every reasonable effort to grant such time in accordance with the employee’s wishes. After three (3) consecutive scheduled shifts off due to illness during any six (6) week rotation period, the “rotation hours” will be prorated accordingly, based on the number of scheduled shifts actually worked during such six (6) week period. The above applies only in the case of sick leave. Therefore if an employee is absent due to illness for 4 or 5 consecutive shifts, s/he will have their rotation hours reduced by 6 hours; 11-15 consecutive shifts, s/he will have their rotation hours reduced by 9 hours; and 16-21 consecutive shifts, s/he will have their rotation hours reduced by 12 hours.

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

(d) An official record of Rotation days/hours will be centrally recorded and be made readily available to all employees.
15.02 (a) Authorized work performed in excess of the employee’s normal work day or scheduled work week will be paid at the rate of time and one-half (1½) the employee’s regular hourly rate or equivalent time off in lieu of payment at the option of the employee. The University will use its best endeavours to grant requests for time in lieu of overtime in accordance with the employee’s wishes, provided same is taken within thirty (30) calendar days of the time worked, when practical.

(b) Authorized work performed on a Sunday in excess of the employee’s normal work day or scheduled work week will be paid at the rate of two (2) times the employee’s regular hourly rate or equivalent time off in lieu of payment at the option of the employee. The University will use its best endeavours to grant requests for time off in lieu of overtime in accordance with the employee’s wishes, provided same is taken within thirty (30) calendar days of the time worked, when practical.

(c) Employees may carry over no more than 48 hours of banked lieu time into the following calendar year. Employees with balances in excess of 48 hours as of December 31st, will have the hours cashed out and will receive the difference between his/her balance and 48 hours no later than the last pay in January.

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

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

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

(a)(ii) To the extent feasible employees shall be given the opportunity to volunteer for scheduled overtime. Where overtime has been assigned or accepted on a voluntary basis the employee scheduled to work may obtain a substitute who shall be acceptable to the Manager of Operations or designate.

(b) The University will promote the University of Guelph Campus Community Police as the responsible policing agency on the University of
Guelph main campus in a manner consistent with the Police Services Agreement between the Guelph Police Services Board and the University of Guelph. When the circumstances or demands of a request for police services can be provided by a Special Constable, then the University will make every reasonable effort to utilize a Special Constable for the provision of that service.

15.05  (a) Rotating schedules of shifts shall normally provide for three (3) consecutive days of rest and shall not be in excess of six (6) consecutive days. When a new schedule providing for a general revision of hours to be worked is to be implemented, employees shall be notified by posting at least two (2) weeks in advance of the starting time of such change in their scheduled shift, otherwise they shall be paid for the first shift worked of the revised schedule at the overtime rate.

(b) An employee required to change his or her schedule shift without receiving at least seventy-two (72) hours notice in advance of the starting time of such change in his or her scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1½). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

(c) Other interruptions or alterations to an employee’s scheduled days off that are rescheduled so as not to increase the number of hours worked in the scheduled work week will be compensated by an alternate day off within the week, plus six (6) hours straight time.

15.06  (a) Members of the Association Negotiating Committee will not lose pay for time spent while negotiating with the University. Scheduling of time off for Committee members will remain at the discretion of the Manager of Operations.

(b) An employee appointed by the Association Executive, to serve on a University requested committee, and who attends a scheduled meeting on their regular scheduled day off shall receive time off in lieu at the straight time equivalent for the actual time spent in such committee meetings.

15.07  Any member attending court during their off-duty time shall be paid a minimum of four (4) hours at the overtime rate. Morning and afternoon attendances shall be counted as separate appearances. A member required to attend court during a period of annual leave shall be paid twelve (12) hours overtime for each day. Morning court shall be deemed to end at 1300.

15.08  The University will inform the Association of any major structural work schedule change that affects two (2) or more members, ten (10) days prior to the implementation of such change. For the purpose of this provision, “major
structural work schedule change” shall be defined as any scheduling change that will result in an employee being transferred to an alternative shift or platoon for a period of no less than twelve (12) consecutively scheduled shifts.

15.09 Providing an employee has not been provided with a meal from the University, the University agrees to pay a meal allowance of up to a maximum of $10.00 including tax to an employee who works more than fifteen (15) consecutive hours at the Director or designates request.

Article XVI – Uniforms

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

(a) Initial issue by the sixth (6) month of employment:

(i) One (1) uniform consisting of one (1) jacket, three (3) pairs of trousers, one (1) cap and badge, one (1) winter cap, one (1) winter type sweater, three (3) long sleeve shirts, three (3) short sleeve shirts, one (1) tie, one (1) nylon equipment belt, one (1) pair of summer and winter “police style” footwear, one (1) raincoat, one (1) pair of winter gloves, one (1) set of handcuffs and carrying pouch, one (1) flashlight holder, one (1) ASP baton and carrying pouch, one (1) set of medical gloves and carrying pouch, one (1) notebook and leather notebook case, pepper spray and pepper spray pouch.

(ii) The University will agree to purchase a protective vest and *two (2) carriers on behalf of Special Constables. Such vest shall be worn at all times while on duty. *Special Constables who already have two (2) carriers (1 provided for bike patrol), will not be issued a third (3rd) carrier.

(b) Annual issue to be provided one (1) year after (a) above and each year thereafter:

(i) Three (3) pair of trousers

(ii) Three (3) shirts – employees choice as to long or short sleeve

(iii) Employees employed as of May 1 each year, will be reimbursed up to a maximum of $100.00 once annually (May 1 – April 30), with no carry-over provision, for approved work related equipment (e.g. Kevlar gloves). Such approval must be secured in advance of the purchase from the Manager of Operations.
(c) Jacket, summer/winter cap, winter gloves, winter sweater, tie, raincoat, and footwear will be replaced as determined by the Manager of Operations.

(d)(i) Protective vest carriers shall be replaced on an as needed basis as determined by the Manager of Operations.

(d)(ii) It is agreed that protective vests (i.e. ballistic panels) shall be replaced prior to the expiry date of the manufacturers warranty period. It is the responsibility of the employee to advise the Manager of Operations of the expiry date no less than six (6) months prior to such date, in order that vest replacement can be made in a timely manner.

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

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

16.02 (b) Upon request and on the basis of need as determined by the Manager of Operations the University agrees to provide replacement for one (1) of each item listed in 16.02 (a)(i) no more than once per calendar year for the duration of this agreement.

16.02 (c) Upon request, an employee covered under this Article can elect to substitute those items in 16.01 (b)(ii) for those in 16.02(a)(i). By way of example, an employee can elect to substitute one (1) pair of bicycle patrol pants for one (1) pair of trousers. Likewise, they can elect to substitute one (1) bicycle patrol shirt for one (1) standard issue shirt. Such request should be made in advance of the annual order, on a form provided by the University.

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

**Article XVII – Training Courses**

17.01 (a) The University may direct employees to attend courses at/or sponsored by the Ontario Police College at Alymer, Ontario.
(b) The University shall direct new probationary employees and where applicable any current employees, to attend appropriate training courses provided by the Ontario Association of College & University Security Administrators. Probationary employees will be required to successfully complete the required training courses in order to complete probation and be deemed a regular full-time employee. Any discharge of probationary employee resulting from the failure to pass the required courses shall not be the subject of a grievance.

(c) As part of the policing agreement between the Guelph Police Services Board and the University, the Guelph Police Service may provide in-service training for members as it pertains to their duties and responsibilities as Special Constables. Where such training is provided and deemed appropriate by the University, officers will be scheduled to attend such training based on course availability as determined by the Guelph Police Service. Every effort will be made to ensure that officers will be aware of the training dates and times. The Manager of Operations will maintain contact with the Training Division of the Guelph Police Service to ensure that all appropriate in-service training (as determined by the University) is accessible to members of the University Police Division.

17.02 (a) An employee directed by the University to attend a training course which hours are not contiguous with their shift shall be paid at a rate of time and one half (1½) the employee’s regular hourly rate or an equivalent time off in lieu of payment for attending such training.

(b) An employee directed by the University to attend a training course which hours are contiguous with their shift shall be paid at their appropriate hourly straight time or appropriate overtime hourly rate as defined under Hours of Work outlined in this Agreement.

(c) In addition to their regular pay, employees shall receive the sum of five dollars ($5) for each day while attending policing training courses that absent them from their home in excess of five (5) consecutive calendar days.

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

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

17.05 Where an employee wishes to take courses at institutions other than the University of Guelph and doing so will likely increase job proficiency, the
financial resources of the department permitting, the employee will be reimbursed for 75% of the cost of tuition up to a maximum of $600 in any one (1) calendar year provided that:

(1) Approval for the chosen course or program must be secured in advance from the employee’s Director. Then nature of the program should be such that it will increase the effectiveness of the employee in their present or future position with the University.

(2) Reimbursement is contingent upon the employee furnishing evidence of successful completion

Article XVIII – Sick Leave

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

18.02 An employee with more than three (3) months but less than six (6) months continuous employment shall be eligible for up to ten (10) days sick leave.

18.03 Except as provided in clause 18.07, upon completion of the probationary period an employee shall be considered to be vested with sufficient sick leave entitlement to provide them with full regular pay, without premiums, until they have established eligibility for long term salary continuation benefits.

18.04 For absences of five (5) days or more, the employee shall provide medical evidence verifying the illness. The University may require evidence for lesser periods provided the employee is allowed reasonable time to obtain such evidence.

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

18.06 When an employee is entitled to receive compensation under the Workplace Safety and Insurance Act, their salary will continue up to the limit of their sick leave entitlement. The employee shall reimburse the University in an amount equal to lost time compensation received under that Act in respect of the period for which they received full salary. Sick leave used shall then be reinstated as of the date the employee returns to work.

18.07 Subject to the provisions of clauses 18.04, 18.05, and 18.06, in each six (6) month period following 1 January 1976 sick leave with pay will be allowed according to the following schedule:

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

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

**Article XIX – Paid Holidays**

19.01 (a) Employees shall receive pay for the following holidays:

<table>
<thead>
<tr>
<th>New Year’s Eve</th>
<th>Civic Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Labour Day</td>
</tr>
<tr>
<td>Family Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Victoria Day</td>
<td>Boxing Day</td>
</tr>
<tr>
<td>Canada Day</td>
<td></td>
</tr>
</tbody>
</table>

19.02 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at their regular hourly rate.

19.03 In order to qualify for holiday pay, the employee must work the full scheduled shifts immediately preceding and immediately following the holiday except in cases of excused illness in which case employees shall receive holiday pay providing they have worked a full scheduled shift in the week immediately preceding and the week immediately following the holiday.

19.04 (a) An employee required to work on any of the foregoing holidays shall be paid at the rate of two (2) times their regular hourly rate of time worked for such holiday in addition to any holiday pay to which they may be entitled, or at the option of the University, the employee may be granted an equivalent amount of time off (i.e. one day off for each twelve (12) hours of pay at their regular rate). The employee may request such equivalent time off and the University will make every reasonable effort to grant such equivalent time off in accordance with the employee’s wishes provided such equivalent time off is to be taken within sixty (60) calendar days of the paid holiday scheduled for work.
(b) Special Constables called in to work on a Paid Holiday when they are on a scheduled day off, will receive over and above his/her Holiday Pay, two times \((2x)\) his/her regular hourly rate for all hours work on such holiday, plus at the option of the employee, an equivalent amount of time off in lieu of his/her regular day off or an additional twelve \((12)\) hours straight time pay.

**Article XX – Vacations**

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

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

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

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

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

20.05 (a) Seniority will govern in respect to all vacation scheduling up to the last day of February of the vacation year.

(b) All annual vacation requests shall be submitted by employees to their supervisor, on a form provided by the University, no later than the last day of February in the year taken.
(c) Notwithstanding the foregoing employees may elect to hold up to a maximum of forty (40) hours of their vacation credits to be taken at a later time in the year, subject to University approval.

(d) Employees requesting to alter their election after the last day of February of the vacation year must submit their request in writing to the Manager of Operations on the understanding the such request will not be unreasonably denied.

(e) University responses to vacation requests will be insofar as reasonably practicable, provided to employees within two (2) weeks of submission. Any disputes on this matter may be escalated to the Manager of Operations or if necessary the Director, so as to ensure a timely resolve.

(f) Prior to January 15th of the vacation year, the Association will be advised of the days and/or weeks in which vacation will not be permitted; subject to operational requirements.

20.06 Subject to clause 20.03, to comply with provisional legislation, all employees must take at least eighty (80) hours vacation per year when so entitled. The otherwise unused portion may be carried over into the next year following to lengthen that year’s vacation, if approved by the Manager of Operations in writing, in advance. Such unused vacation credits should be taken within the following vacation year.

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

Article XXI – Benefits Programme

21.01 The benefits program includes:

(a) Long term salary continuation insurance;

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

(c) Group life insurance;

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

(e) Pension plans;
(f) Dental plan.

21.02 The University will contribute sixty-six and two-thirds per cent (66-⅔%) of the total of the benefits indicated in (a), (b), (c) and (d) above, and eighty per cent (80%) of the dental plan.

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

Article XXII – Wage Schedules

22.01 The University agrees to pay, and the Association agrees to accept, for the period 2012 May 01 to 2015 April 30, the wage schedule as outlined in Schedule A attached hereto and forming part of this Agreement.

22.02 The increases outlined in Schedule A must be recommended by the Manager of Operations and the Director, Campus Community Police, Fire Prevention & Parking Services. Where an increase on the basis of time served is not recommended:

(a) The Assistant Vice-President, Human Resources Department must be satisfied as to the validity of the reasons for withholding such recommendations.

(b) The employee concerned must be informed as to the reasons why the increase is withheld, the improvements in performance which are expected and the time period after which they will be considered for the increase. Grievances arising out of this paragraph may be instituted at Step #1 of the Grievance Procedure.

22.03 (a) The Manager of Operations will discuss with each employee their performance for the previous twelve (12) months, between 45 and 15 calendar days before the due date of a salary increase. After an employee has attained the maximum salary, such discussions will be held within thirty (30) days of their anniversary of employment.

(b) The University representative who assess or compiles an employee’s performance evaluation must have worked with and observed the employee for no less than forty-five (45) working days during the period in which the employee’s performance is being evaluated.

22.04 New employees may be hired at a rate above the starting rate indicated in Schedule A on the basis of prior police experience.
22.05 Any employee may be awarded one or more additional increments on any review date on the basis of demonstrably superior performance.

22.06 Salaries determined and paid by the University under the provisions 22.04 and 22.05 above shall be at the sole discretion of the University and shall not be the subject of grievances.

**Article XXIII – Termination**

23.01 This Agreement shall be in effect from 2012 May 01 to 2015 April 30 and shall continue thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) calendar days prior to the expiration date that it desires to amend or terminate this Agreement.

23.02 Notwithstanding the provisions of Article 23.01 the parties may, in the Collective Agreement or otherwise, and before or after the Collective Agreement has ceased to operate, agree to continue the operation of the Collective Agreement or any provisions for a period of less than one (1) year while they are bargaining for its renewal with or without modifications or for a new Agreement.

23.03 Nothing in this Article prevents the revision by mutual consent of the parties at any time, or any provision of the Collective Agreement other than the provision relating to its term of operation.

SIGNED this 10th day of April, 2013.

On behalf of the University of Guelph  

On behalf of the University of Guelph Police Association
Schedule “A” – Wage Schedule

* Special Constables hired prior to December 7, 2000 will receive the same base increase adjustment to his/her individual salary as is applied to the grid below.

1. **Wages:**

   3 year agreement (May 1, 2012 – April 30, 2015)

   Year One May 1/12 – April 30/13: 2.00% base increase retroactive to May 1, 2012
   Year Two May 1/13 – April 30/14: 2.00% base increase
   Year Three May 1/14 – April 30/15: 2.00% base increase

**Salary Grid for Special Constables:**

**Effective May 1, 2012 - April 30, 2013**

<table>
<thead>
<tr>
<th>Start Rate</th>
<th>12 month</th>
<th>30 month</th>
<th>48 month</th>
<th>60 month</th>
</tr>
</thead>
<tbody>
<tr>
<td>47,367.38</td>
<td>54,974.29</td>
<td>60,702.67</td>
<td>65,091.17</td>
<td>69,360.59</td>
</tr>
</tbody>
</table>

**Effective May 1, 2013 - April 30, 2014**

<table>
<thead>
<tr>
<th>Start Rate</th>
<th>12 month</th>
<th>30 month</th>
<th>48 month</th>
<th>60 month</th>
</tr>
</thead>
<tbody>
<tr>
<td>48,314.73</td>
<td>56,073.78</td>
<td>61,916.72</td>
<td>66,392.99</td>
<td>70,747.80</td>
</tr>
</tbody>
</table>

**Effective May 1, 2014 - April 30, 2015**

<table>
<thead>
<tr>
<th>Start Rate</th>
<th>12 month</th>
<th>24 month</th>
<th>36 month</th>
<th>48 month</th>
</tr>
</thead>
<tbody>
<tr>
<td>49,281.02</td>
<td>57,195.26</td>
<td>63,155.05</td>
<td>67,720.85</td>
<td>72,162.76</td>
</tr>
</tbody>
</table>

2. Each employee will receive a lump-sum bonus of one thousand dollars a year ($1000/year) in lieu of shift premiums. This payment will be paid in a single separate payment in addition to the employee’s regular pay cheque. It is agreed that for new employees, this amount will be pro-rated accordingly, based on a monthly equivalent of eighty three dollars and thirty three cents ($83.33).

3. (a) On an employee’s tenth (10th) anniversary, and in each subsequent year, a yearly bonus of three hundred dollars ($300.00) will be payable (in recognition of long service) for that and each subsequent year of service. The bonus will be paid on a bi-weekly basis commencing the pay period in which the employee attains their tenth (10th) anniversary.
(b) For the fifteenth (15th) and each subsequent year, provide for an additional yearly bonus of three hundred dollars ($300) to be paid in accord with (a) above.

**Coach Officer Pay**

An employee who has successfully completed an Ontario Police College Coach Officer’s Course, or other appropriate training as determined by the University, assigned by the University to assume the responsibility of Coach Officer, shall receive a lump sum payment of seven hundred and fifty dollars ($750) per trainee. This sum will be processed in two separate payments through regular payroll in accordance with the following schedule:

i) Two hundred and fifty dollars ($250) paid following the assignment of said trainee
ii) Five hundred dollars ($500) paid following the completion of the coaching assignment and submission of all required documentation

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

**Acting Pay**

i) A Special Constable requested by the Director or Manager of Operations to perform all of the regular duties of a Duty Sergeant shall be paid a premium of five percent (5%) of his/her basic rate of pay. The Special Constable shall be temporarily removed from the bargaining unit and dues deductions will cease.

ii) In circumstances where a Duty Sergeant has been absent or the position has been vacated for a period of no less than twelve (12) consecutively scheduled working days, the Director or Manager of Operations shall assign a Special Constable to perform such duties and (i) will apply effective as of the date assigned.

iii) In circumstances where an extended absence of a Duty Sergeant, or vacancy of a Duty Sergeant position is foreseeable, the Director or Manager of Operations may elect to waive the working day requirements outlined in (ii) and assign a Special Constable to perform those duties in (i) effective as of the date assigned.

iv) In the absence of a Duty Sergeant for a period of three (3) consecutive shifts, a Special Constable shall be designated by the Director or Manager of Operations to perform specific management duties necessary to effectively run the shift. In such circumstances the Special Constable shall be paid a premium of two percent (2%) of his/her basic rate of pay from the first shift so designated. (This provision to be effective January 1, 2010)
Memorandum of Understanding #1 - Employment Equity

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

SIGNED this 10th day of April, 2013.

On behalf of the University of Guelph

On behalf of the University of Guelph Police Association
Memorandum of Understanding #2 - Scholarship Plan

Further to the Collective Agreement between the University of Guelph Police Association and the University of Guelph, it is agreed that a scholarship plan will be available to dependent children and spouses of: a) regular full-time employees who have completed at least one year of service; b) retired or deceased employees; and c) employees receiving long term disability payments. Tuition fees not exceeding those of the Bachelor of Arts program will be paid by the University for up to eight semesters for undergraduate degree or associate diploma courses, Guelph and/or Guelph-Humber Programme. (Note: “Dependent child” is defined as a natural child, step child, adopted child or ward for whom the employee is entitled to claim an exemption under the Income Tax Act or for whom the employee provides regular support.)

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

Dependent children or spouses wishing to receive a scholarship for any semester during the academic year of August 1 to July 31 must apply to the Student Awards Section of the Registrar’s Office by August 1 of that year. At the beginning of each semester, after registration has been confirmed, scholarship cheques will be sent to successful students.

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

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

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

SIGNED this 10th day of April, 2013.

On behalf of the University of Guelph.

[Signature]

On behalf of the University of Guelph Police Association

[Signature]
Memorandum of Understanding #3 - Athletic Fee Subsidy

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

SIGNED this 10th day of April, 2013.

On behalf of the University of Guelph

On behalf of the University of Guelph Police Association
Memorandum of Understanding #4 - Joint Health & Safety Committee

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

SIGNED this 10th day of April, 2013.

On behalf of the University of Guelph

[Signature]

On behalf of the University of Guelph Police Association

[Signature]
Letter of Understanding #1 - Health & Performance Centre

The University shall, on a one-time basis only, and subject to program continuation and program availability, during the life of this Collective agreement, to reimburse UPA members, 75% of the cost of the following consultation programs: “Fitness Program Development with Training Courses” or “Fitness and Nutrition Success Package 1: Get on Track” or “Getting Started with Fitness and Nutrition” or “Exercise Fitness Program Development”, at the University of Guelph and Performance Centre.

SIGNED this 10th day of April, 2013.

On behalf of the University of Guelph

On behalf of the University of Guelph Police Association
Letter of Understanding #2 - Minimum Staffing Requirements

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

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

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

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

i) any member of the Association who has successfully completed initial orientation to the satisfaction of the University.

ii) any duty sergeant or acting sergeant.

iii) any member of Guelph Police Service requested by the University to act in an on-campus capacity.

SIGNED this 10th day of April, 2013.

On behalf of the University of Guelph

On behalf of the University of Guelph Police Association
Letter of Understanding #3 - Early Retirement, Pension and Termination Benefits

Early Retirement

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

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

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

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

Termination Benefits

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

Effective May 1, 2013 for future pensionable service, remove all early retirement subsidies for members who terminate plan membership before age 55.
**Contribution Rates**

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

| Table of Proposed Contribution Rates: |  |  |  |
|--------------------------------------|----------------|----------------|
| **Effective Date:** | May 1, 2012* | January 1, 2013 | January 1, 2014 |
| **Below YMPE** | 4.55% | 5.55% | 6.55% |
| **Above YMPE** | 6.25% | 7.25% | 8.25% |

*These are the current pension contribution rates for UPA*

SIGNED this 10th day of April, 2013.

On behalf of the University of Guelph,

[Signature]

On behalf of the University of Guelph Police Association

[Signature]
Letter of Understanding #4 – Working Committee

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

SIGNED this 10th day of Apr 1, 2013.

On behalf of the University of Guelph.

On behalf of the University of Guelph Police Association

[Signatures]