



Time Management Guideline

For Managers of Employees in the Unifor 5555 #1 Bargaining Unit

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1. Purpose

Fulfilling our University mission of being “committed to creativity, innovation and excellence” and valuing “integrity, quality, inclusiveness and teamwork” in everything we do requires the passion and dedication of over 7,450 Faculty and Staff, supporting 29,800 students annually. Providing optimal service to our colleagues, internal and external community partners, and students, requires a commitment from each of us to fulfill our role at work and put forth our best efforts. McMaster University has developed programs, such as generous vacation benefits to assist employees during times of personal need.

The University recognizes that the ability to successfully manage personal, family, and professional obligations is critical to the engagement of our employees. At the same time, within the University, managers and supervisors are accountable for maintaining appropriate staffing levels in order to ensure optimal service throughout the year, and will work to balance these needs accordingly within their team.

In support of these important objectives, the following information is intended to provide guidance to our people leaders with respect to appropriately utilizing time and attendance management principles and procedures. This will help to create alignment of practice across the University, while still allowing for required flexibility based on unique individual and Departmental needs.

Scope

The Unifor Local 5555 Unit 1 Collective Bargaining Agreement (“CBA”) should be the primary point of reference for the terms and conditions of employment for all employees represented by this Bargaining Unit. The Time Management Guideline (“the Guideline”) does not attempt to replicate the CBA. These Guidelines and supporting examples will assist in clarifying the existing terms outlined in the CBA, as well as enable appropriate usage so that employees are being compensated fairly for hours worked and will also help to clarify the different types of leaves available for employees based on personal circumstances.

The Guideline will also facilitate the consistent input of time management information into our PeopleSoft system; which is particularly important for Unifor Local 5555 Unit 1, given that in many areas exceptional time entry was not previously required.

Some Departments may find that their existing practices will need to change in accordance with the provisions of the Guideline and/or the implementation of PeopleSoft. If this is the case, it is highly recommended that they first consult their [Employee/Labour Relations Advisor](#) (“ELR Advisor”) or their [Human Resources Consultant](#) in the Faculty of Health Sciences.

Whether employees themselves or a specific departmental representative will be responsible for time entry is determined in large part by the Department. These Guidelines will assist supervisors and managers in their time approval role as well as ‘time-administrators’ responsible for time entry in individual Departments.

Overall, these Guidelines are intended to provide more explicit details regarding the application of Hours of Work, such as vacations, absenteeism, and use of sick time, as well as Leaves of Absence arrangements, with the goal of providing greater consistency and fairness across our workplace for all involved employees.

2. Hours of Work¹

A. Overtime²

Overtime is time worked in excess of one's regular full time equivalent schedule, on a daily or weekly basis, to allow an employee to complete certain tasks that are not possible within the normal work day. Overtime must be approved in advance by the supervisor, either expressly or as part of an authorized standing arrangement in writing. Ideally this standing arrangement would be in writing. In most cases overtime generates premium pay at a rate of 1.5 times the employee's regular rate of pay.

"Article 15.07(e) All additional hours of work or overtime must be authorized by the Employee's Supervisor in advance of it being worked. The Employee and her Supervisor will determine the mechanism required for such authorization. A Supervisor may provide written authorization for overtime wherein an Employee may, within set limitations, work overtime without specific advance authorization."³

Work Week

The work week consists of the 7 consecutive days beginning on Sunday at 00:00 and ending on the following Saturday at 23:59.

What Constitutes Overtime?

Article 15.07(c) of the CBA states:

"Pursuant to the provisions of Article 15.02(a), (b) and (c), overtime is **time worked** by an Employee:

- i. in excess of 7, 7.5 or 8 hours per day; or
- ii. in excess of 35, 37.5 or 40 hours per week; or
- iii. on the sixth or seventh day in a week except where such day(s) are part of a repeating schedule which averages 5 days per week over the course of the schedule." (emphasis added)

Where an employee works overtime, the employee shall be paid an amount equal to 1.5 times her regular hourly rate for each hour worked (or given Compensating Time Off at the equivalent rate⁴). The words "time worked" are fundamentally important in calculating overtime correctly in that only time spent actively at work is considered.

It should be noted that this clause relates to the application of overtime with respect to the standard work week of a full-time employee. How overtime is calculated for a part-time employee is addressed below.

Overtime accrues on weekend time worked where the standard weekly hours are exceeded; or time worked falls on a sixth or seventh day in a week, except where such day(s) are part of a repeating scheduled which averages 5 days per week over the course of the schedule as per 15.07(c)iii.

¹ The Unit of measurement in PeopleSoft is Hours. Everything must be entered in hours and output is also in hours. The lowest unit of time is 0.01 of an hour (1 minute)

² All hours entered into PeopleSoft are subject to rules. Overtime is calculated by the system on the basis of these programmed rules.

³ Overtime for those in certain positions covered by the Coaches Letter on page 76 of the CBA are excluded from the usual overtime provisions and are 'outside' the overtime rules in PeopleSoft.

⁴ PeopleSoft requires entry of hours actually worked. It will be automatically converted to 1.5x (or the appropriate rate) for compensating time off.

For example, sick time is not considered time worked for the purposes of overtime, i.e.: If John was absent from work for his normally scheduled Monday (7 hour) shift, he would not be paid at the overtime rate for 7 hours of work performed on the following Saturday as his weekly hours worked do not exceed 35, nor is it the 6th or 7th day of the week that he is working.

The following are not considered to be “time worked” for the purposes of overtime:

- a. Taking Lieu/Flex Time (accrued through flexible working arrangements);
- b. Taking Compensating Time Off (“CTO”) – accrued as compensating time for overtime worked;
- c. Taking Union or other statutory or non-statutory leave time;
- d. Taking Personal Leave;
- e. Taking Vacation;
- f. Taking a Sick Day(s);
- g. Taking a Paid Holiday.

EXAMPLE A standard work week of Employee: Monday to Friday, 7 hours per day / 35 hours per week

SUNDAY (Day 1)	MONDAY (Day 2)	TUESDAY (Day 3)	WEDNESDAY (Day 4)	THURSDAY (Day 5)	FRIDAY (Day 6)	SATURDAY (Day 7)	
	7	7	7	7	7		Time Worked: 35 hours No OT triggered*

As per Article 15.07(c), overtime ("OT") is time worked by an Employee in excess of 7 hours per day; or 35 hours per week; or on a sixth or seventh day in a week except where such day(s) are part of a repeating schedule which averages 5 days per week over the course of the schedule.

Week	SUNDAY (Day 1)	MONDAY (Day 2)	TUESDAY (Day 3)	WEDNESDAY (Day 4)	THURSDAY (Day 5)	FRIDAY (Day 6)	SATURDAY (Day 7)	Implications
1	7 **	7	7	7	7	7		Time Worked: 42 hours OT triggered on Day 6
2	7 **	7	7	7	7	7	7	Time Worked: 49 hours OT triggered on Day 6 and 7
3	5 **	6	6	6	6	6		Time Worked: 35 hours OT triggered on Day 6
4		6	7	7	7	8		Time Worked: 35 hours 1 hour of OT triggered on Day 6
5		Stat. Holiday	7	7	7	7	7 **	Time Worked: 35 hours No OT triggered
6		7	7	Sick Day	7	7	7 **	Time Worked: 35 hours No OT triggered
7	7 **	7	Sick Day	7	7	Stat. Holiday	7 **	Time Worked: 35 hours No OT triggered

* In a standard work week in which all regular hours are worked (i.e., no Statutory Holiday, Sick Day, etc.), any time worked above and beyond 7 hours per day on Days 2 – 6 would be earned at the overtime rate. Additionally, any hours worked on Days 1 and/or 7, and above 35 hours per week, would be earned at the overtime rate.

** Weekend premium owing as per 15.08(b).

15.13 of the CBA states that “There shall be no duplicating or pyramiding of overtime or premium payments unless provided herein.” This means that if an employee qualifies for overtime on the basis of working more than the full-time equivalent shift and on the basis of having worked greater than the full-time equivalent work week, the employee is not paid overtime twice for the same hours. This also prevents employees from receiving shift premiums or weekend premiums for hours worked for which they also received overtime pay. The CBA specifically allows for the pyramiding of night shift and weekend premiums for the same hours of work.

Example:

- a) Sally works 2 hours of overtime on a Saturday evening, from 9pm-11pm. She receives 1.5 times her regular rate for those hours. Sally does not receive the weekend and evening shift premiums for those hours.
- b) Sally works 2 hours of additional hours on a Saturday evening, from 9pm-11pm. She receives both evening and weekend shift premiums for these hours.

Part-Time Employees

The overtime provisions as set out in the CBA apply to part-time employees when they work beyond the equivalent full-time shift, or exceed the equivalent full-time work week. All hours up to the point of overtime hours are considered additional hours and are paid at the regular rate of pay. For clarity, part-time employees accrue overtime on hours worked above the full-time equivalent on a daily or weekly basis. Note that overtime does not accrue for part-time employees who work on a 6th or 7th day of the week.

B. Night Shift and Weekend Premiums

PeopleSoft tracks “*elapsed time worked*” (the number of hours worked in a day regardless of start time) and does not account for when the time is actually worked. As a result, premium pay, based on when the time is worked (i.e. night shift and weekend premiums) needs to be entered for pay into the system, in accordance with the CBA.

C. On-Call and Call-Back

When employees are required to be on-call or are called back to work in accordance with the CBA, the time entered on the appropriate code will automatically generate the appropriate rates/hours. For example, if an employee is called into work for 2 hours, that number of hours is entered in with the appropriate code. The PeopleSoft rules will then generate the minimum 4 hours at 1.5 times to be paid in accordance with the CBA.

D. Flexible Time⁵

Outside of Article 15.04, some departments allow “flexible time arrangements” on a department-wide basis. Consistent University rules regarding flex time have to be programmed into PeopleSoft, and communicated to users who intend to track flexible time in the system. Using PeopleSoft for all time management is the best practice.

What is Flexible Time?

Flexible time is work undertaken, at an employee’s initiative and with supervisor approval, for the purposes of accumulating a nominal bank of time to be used in the future for an absence from work. Departments may allow employees to ‘borrow forward’ time needed and ‘pay it back’ by working it at a later date.

For Example: An employee has a Dentist, Doctor or other appointment that is anticipated to take 1.5 hours, in the following work week. With the supervisor’s approval, the employee works 1.5 hours beyond their regular work day at straight time in the current week and ‘banks’ this time to use for the absence in the following week. Employees may also borrow flex time. In the above example then, the employee would go to the appointment and work the time owing after the fact. The 1.5 hours accrued is on a straight time basis.

Flexible time even when it is in excess of the normal daily and weekly hours of work, is distinct from overtime. It is performed at the employee’s initiative (although it must be for needed work), and is therefore paid at the regular hourly rate. Whereas overtime requires the advanced approval of the supervisor, in some cases supervisors may not require specific approval for each instance of flexible time. The expectations in this regard should be set out in writing by individual departments.

Where a department does not have a departmental flextime policy, individual arrangements for flexible time must be administered in accordance with Article 15.04.

Limitations

It is recommended that flexible time be accumulated up to a maximum of 14 hours or, borrowed forward’ in an amount up to 7 hours.

Flexible time must be utilized (or ‘paid back’), at a time mutually agreed with the supervisor. It is recommended that within 4 calendar weeks of the date in which it is accumulated (or borrowed), it will be utilized/paid back.

Employees are not permitted to work through their lunch breaks to the extent that they have less than a ½ hour break for lunch, as this would be a breach of the *Employment Standards Act* (“ESA”).

⁵ This section of the Guideline is not applicable to Dispatchers, those covered by the ‘Coaches letter’ or the ‘Working Arrangements for certain positions such as coaches’ letters on pages 76-78 in the CBA. It is important to note that those employees in positions not covered by the usual PeopleSoft overtime rules are kept on a list that exempts them from those rules in the system. Not keeping this list up to date could result in overtime rates being paid when not appropriate.

It is recommended that flexible time be accumulated/or paid back, during the regular work week by working before or after the regularly scheduled daily hours, or through part of the unpaid lunch break, notwithstanding the above limitations.

In no case can employees work over 48 hours in a week as this is a violation of the ESA.

Example: The difference between overtime and flexible time

Flexible time: An employee approaches the supervisor and asks if they can stay late for an hour to work on a project. The work is not required to be completed that evening. The employee uses the 1 hour of banked time to go to a dentist appointment the following week.

Overtime: An employee approaches the supervisor and asks if they can stay late to work an hour of overtime to complete an urgent project which must be finished before the next business day. The employee's regular duties did not allow for the completion of the project during regular work hours. The employee is paid 1.5 times their regular rate of pay for these hours or banks the time at 1.5 times for time off at a later date (Compensating Time Off).

Overtime: A supervisor approaches the employee to request that they stay late to work an hour of overtime to complete an urgent project which must be finished before the next business day. The employee is paid 1.5 times their regular rate of pay for these hours or banks the time at 1.5 times for time off at a later date (Compensating Time Off).

E. Extended Hours of Work

Article 15.05 of the CBA allows schedules that differ from the standard defined in Article 15.02. To the extent that the schedule does not exist and where the schedule would result in hours that exceed the daily maximum full-time equivalent, an exemption for that position would need to be made in PeopleSoft. Without this exception overtime could improperly accrue.

F. Meal and Break Periods

These need not be entered into the PeopleSoft system. Managers need only ensure that the requirements under the CBA continue to be met in this regard, see Article 15.06.

G. Vacation

Unifor employees are granted paid vacation in accordance with the accrual schedule in the CBA. Vacation entitlement for new employees begins to accrue from the date of hire.

The scheduling of this time is referenced in Article 16.04(b)(i) which states, "All vacation days are scheduled by mutual agreement between the supervisor and employee, subject to departmental work requirements."

The vacation accrual year is July 1 to June 30 and vacation is taken in the calendar year. One cannot take more vacation than what has been accrued.

While PeopleSoft is programmed to allow an employee to take vacation that is not yet accrued this is not a best practice, nor is it recommended. It should be done rarely and only in cases where there is a written agreement to this effect with the supervisor. Employee/Labour Relations can assist with such an agreement if necessary.

Carry-over

Article 16.04(d) states: “Each employee should take her full amount of vacation entitlement within the appropriate calendar year. A supervisor and Employee must make every effort to ensure the Employee takes her full entitlement of vacation within the appropriate period.” It also states that carry-over may occur **if the employee requests it, and the supervisor grants it** for up to 5 days, or in extraordinary circumstances up to 10 days. A carry-over may also be appropriate if it was not operationally feasible for the employee to take vacation in the relevant year.

In cases where an employee is on a pregnancy/parental leave, he/she may not be able to request a carry-over as expeditiously as usual. However, the request should still be given full consideration and in most cases granted.

Any carry-over days are expected to be scheduled at the outset of the calendar year by mutual agreement between the employee and their supervisor. In exceptional circumstances vacation days may also be paid out.

Vacation days to be carried over in the system will need to be specifically entered. PeopleSoft will not automatically convert vacation days not taken into carry-over days.

Vacation and Prior Temporary Employment

In some cases employees obtain Unifor positions after having worked in a temporary⁶ capacity, excluded from the bargaining unit. After 1 year, temporary employees are entitled to 2 weeks of vacation and most receive their vacation pay of 4%, on each pay deposit. When a temporary employee transitions into a Unifor position it is important to note that they will likely have unpaid vacation time available to them.

While on a leave of absence that is unpaid, accrual of vacation continues on an unpaid basis, with the exception of pregnancy and parental leaves. For paid ‘leaves’ such as vacation and salary continuance, vacation also continues to accrue on a paid basis. Unpaid vacation accrued is not tracked in PeopleSoft, but when unpaid vacation is taken there is an appropriate code with which to enter the time.

Employees who work on a part time basis have their vacation calculated in hours, based on the following formula in PeopleSoft:

$\frac{\text{total weekly work hours}}{\text{total weekly FTE hours}}$	x	$\frac{\text{vacation entitlement}}{\text{per year based on years of service}}$	x	$\frac{\text{FTE daily hours}}{\text{per year based on years of service}}$	x	$\frac{\text{\# of working months/year}}{12}$
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For Example:

Employee working 21 hours per week in a 35 hour FTE position, 8 months of the year, whose full-time vacation entitlement is 23 days:

<u>21</u>	x	23 days	x	7 hours	x	<u>8</u> months per year	=	64.4 hours of vacation entitlement
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⁶ In PeopleSoft what were previously referred to as “temporary” or “casual” employees, are now called “interim” employees.

For Example:

An employee has a 25 hour per week assignment and his or her scheduled working hours are 7 hours per day from Monday through Wednesday and 4 hours on Thursday. The employee has 25 hours of vacation time remaining. If they wanted the full week off, they would use 7 hours of vacation time on Monday, Tuesday and Wednesday and 4 hours on Thursday.

Seasonal Employees

Those who have employees that work on a seasonal basis i.e.: August to May should be aware that when reviewing vacation entitlement in PeopleSoft it is based on the full year entitlement. This entitlement will not be updated in Mosaic until the time that the seasonal leave commences at which time it will be reduced on a prorated basis. However, the accrual information in the system will be up to date.

H. Multiple Appointments

The University is one employer. All hours worked by an individual holding more than one University appointment must be combined for the purposes of calculating overtime entitlement under the ESA, or the CBA if applicable, regardless of whether these hours are worked in different Faculties, Departments, or bargaining units.

At any one time an employee with a Unifor position may also hold a temporary or another bargaining unit appointment. A hiring manager may not be aware that the employee holds an additional appointment(s), and this creates the risk of unanticipated overtime costs accruing under either the CBA or the Employment Standards Act (“ESA”).

Should a circumstance arise where an employee works beyond the established overtime threshold in any workday or workweek (Sunday to Saturday), he/she will be eligible for payment of those hours at the applicable overtime rate.

Employment Standards Act

The ESA requires an employer to pay overtime at 1.5 times an employee’s regular rate of pay for each hour worked in excess of 44 hours per week. The 44th hour does not attract overtime.

“Regular rate” is pay for all non-overtime hours in the workweek.

Employers may agree to a different overtime threshold that provides a greater benefit to an employee (for example: 35, 37.5 or 40 hours per week as in Article 15.07 of the CBA), and that threshold will apply for all purposes of the ESA.

In accordance with the ESA, or the greater benefit threshold as established in the CBA, the University must pay overtime to employees for work beyond the overtime threshold. As a single employer, the University cannot require an employee to work hours in excess of the overtime threshold without providing overtime pay, even if the employee is working in more than one position. Similarly, as a single employer, the University cannot require an employee to work hours in excess of the daily and weekly statutory maximums, 11 and 48 respectively, even if those hours are a result of the employee working in more than 1 position.

The University should not knowingly employ individuals in multiple appointments in which the aggregate hours worked each day or week in all positions exceed the daily and weekly overtime threshold as established by the CBA or the ESA.

Interim or other part-time employees can be employed in another interim or part-time position only if the aggregate regular daily and weekly hours of all positions held do not exceed the established daily and weekly overtime thresholds, and if both hiring managers are aware of the employee's multiple appointments.

Employment offers will not be made in circumstances where an employee will be employed in multiple appointments that result in the total aggregate regular daily or weekly hours to be worked exceed the daily and weekly overtime threshold.

Which Department Pays for the Cost of Overtime?

Who pays for overtime, and the calculation which applies will depend on whether or not the 2 positions held by the employee are:

- a) Both Unifor Unit #1 positions
- b) Both positions governed solely by the ESA
- c) One Unifor Unit #1 position and 1 ESA governed position

In the case of a) above, where the hours of the positions combined do not normally exceed the applicable overtime threshold, and where overtime occurs because of hours worked in one or both of the appointments, overtime is distributed between the jobs as a percent of the weighted average of the extra hours worked (hours above scheduled) in each job.

In the case of c) above, if the additional hours are worked on the Unifor Unit #1 position, the calculation will be done automatically in the system to pay the appropriate rate of overtime as per the CBA. Further, the department requiring the additional hours will pay for those additional hours. However, if the additional hours are worked on the ESA job, (over a total of 44 hours) the calculation of the appropriate overtime rate (1.5x) will have to be done manually in PeopleSoft and the department requiring the additional hours will pay for them.

I. Temporary Schedule Changes

A temporary schedule change is a change to an employee's regular schedule (increased or decreased hours) or shift(s), for a duration of less than 1 year. This type of change needs to be communicated to Human Resources and captured in PeopleSoft.

A temporary schedule change which increases or decreases the employee's total weekly hours may impact an employee's pension and benefits. Benefits costs are pro-rated based on hours worked and therefore changes in hours can result in changes in the allocation of benefits costs between the employee and the University.

Vacation is pro-rated for part-time and seasonal employees. As such, vacation entitlement would proportionately increase or decrease for the duration of the temporary schedule change.

The need for a temporary schedule change should be discussed with Employee/Labour Relations as notice provisions exist for employees in certain circumstances⁷.

3. *Leaves of Absence*

I. STATUORY LEAVES

For a summary of leaves of absence and their eligibility terms available under the ESA, please see: <http://www.workingatmcmaster.ca/med/document/PDF-ESA-Leaves-1-42.pdf> .

II. LEAVES OF ABSENCE PURSUANT TO THE COLLECTIVE AGREEMENT

A. Salary Continuance (Sick Leave or Short-Term Disability)

Salary Continuance is effectively the short term disability program that McMaster University has in place for Unifor Unit 1 bargaining unit members, to ensure that eligible employees are not without income and group benefits participation for temporary periods during which they are medically unable to attend work due to non-occupational illness or injury. Salary Continuance is also sometimes referred to as sick leave or short-term disability.

Salary Continuance of 10 days or greater is administered by Employee Health Services (“EHS”), a unit within Human Resources Services.

a) Eligibility for Salary Continuance Benefits (Article 30.02):

Employees are eligible for Salary Continuance benefits commencing upon the completion of their probationary period, in accordance with the CBA. Probationary periods may in some cases be extended beyond 6 months, with the consultation of Employee/Labour Relations, in which case eligibility for Salary Continuance and LTD coverage is also delayed. Employees will have a sick leave (salary continuance) bank available in PeopleSoft commensurate with their eligibility in the Collective Agreement.

When an employee reports an absence which would result in an absence of 9 shifts or less, this absence is managed in PeopleSoft by the Department. When an employee’s absence extends to 10 or more days, Employee Health Services will manage this absence in PeopleSoft. However, it is important that the Department contact Employee Health Services in these circumstances.

b) When is entitlement to Salary Continuance re-established?

When an employee uses Salary Continuance and then returns to work they must be back at work at regular hours, for the same number of days for which they were off before they re-qualify for Salary Continuance, in any amount. In that interim period, for clarity, any absence due to non-occupational illness or injury would be unpaid.

⁷ Please note that reductions in hours of more than 10% (that are not at the employee’s request) are considered layoffs under the CBA and must be treated accordingly. Please contact Employee/Labour Relations in these circumstances.

Practical Application:

- An employee who has not re-established Salary Continuance but is absent due to medical reasons is unpaid for the subsequent period of absence.

For Example:

If an employee is off sick for 16 consecutive shifts, they must be back at work for 16 shifts before they re-qualify for Salary Continuance benefits. If they are off sick before being back for 16 days, they can use vacation, personal days, compensating time off (if available); otherwise their absence will be unpaid. In this case, the employee will not be entitled to receive Salary Continuance benefits. Only once they have been back at work for 16 consecutive days, will they re-qualify for Salary Continuance.

Note that for longer absences, this means it may take quite some time, for example, up to 26 weeks, for someone to re-qualify for Salary Continuance.

c) Medical Appointments:

Employees are required to provide advance notice if requesting time away from work to attend medical appointments (including tests, treatments, etc.). Medical appointments must, to the extent possible, be scheduled outside of working hours. If this is not feasible, then the appointment must be scheduled so that the absence from work is minimized.

Practical Application:

- In the case of employees participating in a reintegration plan approved by EHS (either as a result of WSIB or Salary Continuance claim) medical appointments should also be scheduled outside of work hours. Some exceptions may apply; therefore EHS should be consulted in such cases.
- Employees who are unable to schedule a medical appointment outside of their working hours may request flexible time in accordance with the CBA (refer to Section #2d of the Guidelines).
- If medical appointments are expected to last more than half of the employee's regular shift then the absence is generally considered to be Salary Continuance, and therefore the time away from work is not required to be made up.
- If medical appointments are expected to last less than half of the employee's regular shift then the absence should generally be accounted for by the use of flexible time, compensating time off or other as agreeable between the employee and supervisor.

If there is a question as to the legitimacy of the request then evidence may be requested to confirm an employee's attendance for medical appointments or sick leave. Please consult with Employee/Labour Relations in such cases.

It is important to note that for gradual returns to work the employee's time should be entered as "time worked" for those hours worked. The remaining time will be accounted for by salary continuance, LTD or unpaid time as appropriate.

B. Union Leaves/Absences

There are many different types of leaves available for 'union business' or 'union representation' purposes. It is required for coding in PeopleSoft that the type of leave is determined so that it can be coded in the system appropriately. All leaves are either coded as either paid or unpaid union leave. It is also the best practice to collect and confirm the relevant information to determine whether or not employees are entitled to the leave in question. There are only two codes in the system for union leave, 'paid' or 'unpaid'. It is important to inquire as to the reason for the leave to determine if the leave will be paid or unpaid (if granted). Release time that is granted on an unpaid basis may be reimbursed to the University by the Union to allow the employee to attend union business with no direct loss of pay.

For example:

If someone states that they need to attend a grievance meeting it is most likely that Employee/Labour Relations will be involved and that this information can be verified. In circumstances where the requested leave might cause a significant interruption to your operations, you can discuss this with the Employee/Labour Relations representative. It may be possible to reschedule the meeting or that other arrangements can be made.

Union leaves/absences of various lengths are available under Articles 5.02, 5.03, 5.04, 6.02, 16.08, and the Joint Harassment Investigations Letter of Understanding. Some types of leaves require permission of the supervisor and others do not. Please refer to your collective agreement when managing these types of leave. Of special note, Union Release Time under Article 5.03 refers solely to Union Representatives and Stewards; employees who do not fall into either of these two categories are not covered by this provision. In this case, a request must be received and granted before the employee can take the requested time off. The supervisor must assess the reasonableness of the request, based on the details provided, and decide whether or not to grant it. If there are not enough details provided to allow the supervisor to assess the reasonableness of the request, further information should be requested.

The CBA also requires the appropriate release form be completed in these circumstances.

C. Bereavement Leave- Article 16.01

Employees are entitled to bereavement leave in accordance with the CBA and these leaves should be recorded as such in PeopleSoft. Managers should adhere to the limits in the CBA. If an employee wishes to have additional time that cannot be accounted for using vacation, personal days, flexible time, etc., and the supervisor is in agreement, unpaid bereavement time may be granted and entered into PeopleSoft with the correct code.

D. Jury Duty/Court Service Leave – Article 16.02

Article 16.02 provides that where an employee is not a party to the proceedings and is required under summons or subpoena to serve as a juror or witness that they will not suffer a loss of pay.

Employees will continue to be paid in these circumstances and are required to submit any payment received from the court to the University. Employees must provide their supervisors with a copy of the summons or subpoena and the supervisor should request that any monies received by the employee for this service be submitted to them.

E. Unpaid Personal Leave- Article 16.03

These types of leaves are available for up to 1 year under the CBA. Approval is at the discretion of the supervisor. Employees taking this leave may continue to participate in the benefits plans provided that they pay the employer cost as well as their own. They cannot continue to participate in the Pension Plan during this leave.

F. Public Service Leave- Article 16.09

Article 16.09 affords the opportunity for employees to take time to run for public office and specifies the timeframes for both paid and unpaid leave time. PeopleSoft has rules built into it with respect to the amount of time paid and unpaid available hereunder in accordance with Article 16.09.

G. Personal Leave Days- Article 16.10

Eligible employees (those who have completed their probationary period), receive 2 paid days of personal leave per calendar year. The number of hours for which an employee is paid depends on their schedule and when the personal leave days are taken.

Examples:

- a) If an employee works 15 hours a week, 3 hours per day, for 5 days of the week, they are entitled to 2 personal days off. These days would be paid at 3 hours each.
- b) If an employee works 14 hours a week, 7 hours per day for 2 days of the week, they are entitled to 2 personal days off. These days would be paid at 7 hours each.
- c) If an employee works 2 days a week, 1 day at 5 hours and 1 day at 7 hours, they have 3 options regarding personal days. Any of the following could apply:
 - i) They could take 2 days, paid at 7 hours each;
 - ii) They could take 2 days, paid at 5 hours each; or,
 - iii) They could take 1 day paid at 7 hours, and, 1 day paid at 5 hours.

Personal leave days cannot be paid out if they are unused and they are not available to carry-over from one year to the next. Personal leave days do need to be reported in PeopleSoft.

H. Training and Development- Article 28.01

Time spent at or delivering optional or required training is considered work time in accordance with CBA provisions in Article 28 and would be coded as such in the system. Time spent for travel to and from required or optional training is "credited" in accordance with Articles 28.01(k)-(m).