

**Collective Agreement**

**between**

**the University of Western Ontario  
and**

**the University of Western Ontario Staff Association**

**For the period**

**July 1, 2010 to June 30, 2013**

**TABLE OF CONTENTS**

---

PURPOSE AND PREAMBLE ..... 4

ARTICLE 1 – DEFINITIONS..... 5

ARTICLE 2 – RECOGNITION ..... 6

ARTICLE 3 – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS ..... 7

ARTICLE 4 – NO DISCRIMINATION AND NO HARASSMENT ..... 7

ARTICLE 5 – STRIKE OR LOCK-OUT ..... 9

ARTICLE 6 – UNION SECURITY..... 9

ARTICLE 7 – UNION REPRESENTATION ..... 10

ARTICLE 8 – GRIEVANCE PROCEDURE..... 12

ARTICLE 9 – ARBITRATION PROCEDURE ..... 15

ARTICLE 10 – SENIORITY ..... 16

ARTICLE 11 - DISCIPLINE AND DISCHARGE..... 18

ARTICLE 12 – VACANCIES ..... 19

ARTICLE 13 – LAY OFF ..... 20

ARTICLE 14 – DISPLACEMENT OF EMPLOYEES ..... 22

ARTICLE 15 – RECALL RIGHTS..... 24

ARTICLE 16 – PREFERENTIAL PLACEMENT DURING THE LAY OFF NOTICE PERIOD ..... 25

ARTICLE 17 – UNION/MANAGEMENT COMMITTEE ..... 26

ARTICLE 18 – TECHNOLOGICAL CHANGE ..... 27

ARTICLE 19 – MEAL AND REST PERIODS ..... 27

ARTICLE 20 – VACATION ..... 28

ARTICLE 21 - PAID HOLIDAYS ..... 30

ARTICLE 22 – EDUCATIONAL ASSISTANCE PLAN ..... 31

ARTICLE 23 – LEAVE OF ABSENCE WITHOUT PAY ..... 33

ARTICLE 24 – SICK LEAVE AND DISABILITY INCOME PROTECTION ..... 35

ARTICLE 25 – HEALTH CARE APPOINTMENTS ..... 38

ARTICLE 26 – COMPASSIONATE LEAVE ..... 38

ARTICLE 27 – JURY DUTY, WITNESS DUTY AND CITIZENSHIP ..... 39

ARTICLE 28 – PARENTAL AND PREGNANCY LEAVE ..... 39

ARTICLE 29 – POLITICAL CANDIDACY AND RESERVIST LEAVE..... 41

ARTICLE 30 – REDUCED RESPONSIBILITY ..... 42

ARTICLE 31 – RETIREMENT AND PENSION PLAN ..... 43

ARTICLE 32 – HOURS OF WORK AND OVERTIME..... 44

ARTICLE 33 – DEFERRED SALARY LEAVE .....	46
ARTICLE 34 – GUARANTEED HOUSING LOAN PLAN.....	47
ARTICLE 35 – HEALTH AND SAFETY.....	47
ARTICLE 36 – EMPLOYMENT EQUITY .....	48
ARTICLE 37 – LONG SERVICE RECOGNITION .....	49
ARTICLE 38 – ACCESS TO PERSONNEL FILE .....	49
ARTICLE 39 – EMPLOYEE ASSISTANCE PROGRAM .....	49
ARTICLE 40 – CONTRACTING OUT .....	50
ARTICLE 41 – CLOSURE OF UNIVERSITY .....	50
ARTICLE 42 – EMPLOYEE TYPES .....	50
ARTICLE 43 – TEMPORARY ASSIGNMENTS .....	53
ARTICLE 44 – JOB EVALUATION .....	53
ARTICLE 45 – WAGES AND BENEFITS.....	55
ARTICLE 46 – LEARNING, STAFF DEVELOPMENT AND TRAINING .....	59
ARTICLE 47 – CLOTHING ALLOWANCE.....	60
ARTICLE 48 – MERGER, AMALGAMATION OR CONSOLIDATION OF THE UNIVERSITY .....	60
ARTICLE 49 – DURATION.....	60
ARTICLE 50 – TUITION SCHOLARSHIP .....	60
ARTICLE 51 – CALL IN PAY.....	61
ARTICLE 52 – STAND BY COMPENSATION .....	61
ARTICLE 53 – TRAVEL.....	61
APPENDIX A – TERM EMPLOYEES .....	63
APPENDIX B – UWO STAFF CATEGORY .....	64
APPENDIX C – FACULTY/ADMINISTRATIVE UNITS .....	65
APPENDIX D – END OF YEAR CLOSING CHART .....	66
APPENDIX E – STANDARD WEEKLY HOURS OF WORK AND CLASSIFICATION RANKINGS FOR DISPLACEMENT PURPOSES.....	67
Appendix F – LETTER OF UNDERSTANDING ON Transfer of Work Ivey.....	69
Appendix H – Apprenticeship Program - General Machinist.....	70
Appendix I – LETTER OF UNDERSTANDING ON Transfer of Work Schulich.....	73
Appendix J – Video Monitoring.....	74
Appendix L – Article 44 Job Evaluation .....	75
Appendix M – Seniority and Service Date Transition .....	76
Appendix N – Parental and Pregnancy Leave .....	77

Appendix O – SAGE Transition .....	78
Appendix Q – Letter of Understanding Re: Article 2- Recognition .....	79
APPENDIX W – 2010-2011 Salary Ranges for Standard Workweek Hours .....	80
APPENDIX X – 2011-2012 Salary Ranges for Standard Workweek Hours .....	82
APPENDIX Y – 2012-2013 Salary Ranges for Standard Workweek Hours.....	84

## **PURPOSE AND PREAMBLE**

The purpose of this Agreement is to establish an orderly collective bargaining relationship between The University of Western Ontario (hereafter referred to as UWO) and its employees represented under this Agreement by The University of Western Ontario Staff Association (hereafter referred to as UWOSA) and between UWO and UWOSA, to encourage efficiency of operation, to ensure the prompt and peaceful resolution of disputes and grievances and to set forth an Agreement covering rates of pay and other working conditions.

The parties recognize that it is in their mutual interests to promote and to enhance the working relations between UWO and UWOSA and its members based upon the principles of mutual respect and cooperation and to foster a climate appropriate for the promotion of excellence in the University.

The UWO and UWOSA and its members recognize the vital role that each party plays and, therefore, they commit themselves to working together to strive:

- a) for a safe and efficient working environment;
- b) for the fair and equitable treatment for all employees;
- c) to keep the parties informed on matters affecting them; and
- d) to promote and maintain a working environment which recognizes the dignity and worth of each employee, and creates a climate of mutual respect and understanding;

all in accordance with, and subject to, this Agreement.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## ARTICLE 1 – DEFINITIONS

**1.01** In this Agreement, the following terms shall be defined as set out in this Article, unless the contrary intention is expressly provided for elsewhere in this Agreement:

**Applicable Date of Layoff** means the date of layoff that is required to be specified in the notice of layoff required by Article 13;

**Board of Governors or Board** means the Board of Governors of The University of Western Ontario as provided for in The University of Western Ontario Act;

**Business Manager** means an individual, employee or otherwise, employed by UWOSA as a representative and shall be treated as a UWOSA representative under this Agreement;

**Date of Last Hire** means the last day the person contracted into an employment relationship with the University of Western Ontario. Date of Last Hire shall be reset to the most recent contract start date when there is an interruption of earnings sufficiently long to require the issuance of a Record of Employment;

**Day** means a working day not including Saturday, Sunday or a holiday recognized under Article 21;

**Employee** means only a person covered by this Agreement unless specifically indicated otherwise by the terms of this Agreement;

**Main Campus** means that portion of UWO campus which is situated north of Huron Street, east of Western Road, south of the Medway Creek and west of the Thames River;

**Normal Retirement Date** means for the purposes of this agreement, the Normal Retirement Date is defined as the first day of the month following an employee's attainment 65 years of age;

**Parties to this Agreement** means UWO and UWOSA;

**Recall Date** means the date specified for return to work in a recall notification given to a laid off employee;

**Senate** means the Senate of The University of Western Ontario, as provided for in The University of Western Ontario Act;

**Spouse** means the legally married spouse of the Employee, or a person of the opposite or same sex who has continuously lived with the Employee for a period of at least one year in a conjugal relationship outside marriage. Only one Spouse will be considered as being covered at any time.

**Standard Work Week** shall mean the number of hours for a position so specified in Appendix E;

**the University or UWO** shall refer to The University of Western Ontario;

**UWOSA** shall refer to The University of Western Ontario Staff Association;

**UWOSA Council** means the Stewards Council for UWOSA, established pursuant to UWOSA's Constitution and By-Laws;

**UWOSA Representative or Union Representative** means an employee who has been duly authorized to represent UWOSA with respect to matters related to this Agreement, and shall include employees elected or appointed to UWOSA Council, officers, stewards, and other employees who are duly appointed to represent UWOSA on any committee, and shall include the Business Manager in any event;

**Work Week** shall be defined as beginning on Sunday and ending on the following Saturday;

**1.02** The use of a feminine pronoun shall include the masculine, and vice versa.

## **ARTICLE 2 – RECOGNITION**

**2.01** UWO recognizes UWOSA as the exclusive bargaining agent for all employees of The University of Western Ontario in the City of London and all employees of The University of Western Ontario working in the University's Northern Outreach Program, in Thunder Bay, Ontario, save and except the following:

- a) Supervisors and those above the rank of supervisor. (It is understood that the use of the term "supervisor" is intended to only refer to individuals, regardless of their title, who exercise managerial functions within the meaning of section 1(3)(b) of the Labour Relations Act, 1995.);
- b) Persons employed in a confidential capacity in matters relating to labour relations, which employees include all secretaries and/or administrative assistants in the Office of the President, which office includes the offices of the President, Vice-Presidents, Vice-Provost and Registrar, Secretary of the Senate/Board of Governors; all secretaries and/or administrative assistants in the Office of Staff Relations; and the one (1) personal secretary or administrative assistant to each of the following individuals: Associate Vice-President (Human Resources); Associate Vice-President (Financial Services); Associate Vice-President (Physical Plant and Capital Planning Services); University Librarian; Director (Information Technology Services); Associate Vice-President (Institutional Planning and Budgeting); Deputy Registrar; the Director of Pensions and Benefits; Associate Vice-President (Housing and Ancillary Services); Director (Hospitality Services); and the Director of Operations and Maintenance, Physical Plant and Capital Planning Services;
- c) Security guards;
- d) Employees in bargaining units for which any trade union held bargaining rights under the Labour Relations Act as of September 24, 1997;
- e) Academic staff including faculty, and any other employee in respect of work performed teaching courses for credit or non-credit;
- f) Post-Doctoral fellows;
- g) Full-Time students of The University of Western Ontario;

- h) Employees regularly employed for not more than 24 hours per week and students employed during their school vacation period;
- i) Employees who are hired by The University of Western Ontario pursuant to a written individual contract of employment with a definite term of eight (8) consecutive months or less and who in fact work for The University of Western Ontario for eight (8) months or less in any period of twenty-four (24) consecutive months; and
- j) Employees in job classifications or salary grades eligible for membership in the Professional/Managerial Association at The University of Western Ontario prior to the Application for Certification dated September 24, 1997, or their subsequent equivalents.

### **ARTICLE 3 – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS**

**3.01** UWOSA recognizes that the management and direction of employees are fixed in UWO and shall remain solely with UWO except as limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, UWOSA acknowledges that it is the exclusive function of UWO to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, retire, direct, promote, classify, transfer, layoff, recall employees;
- c) discharge, suspend or otherwise discipline non-probationary employees for just cause;
- d) discharge, suspend or otherwise discipline probationary employees;
- e) determine the qualifications for and requirements of a position and the standards of work to be performed;
- f) expand, reduce, alter, combine, transfer or cease any position, department, operation or service;
- g) determine the machinery and equipment to be used, the specifics of assigned work, the methods and techniques of work, the standards of performance, the schedules of work and number of personnel to be employed;
- h) establish, enforce and alter from time to time rules and regulations to be observed by the employees.

**3.02** UWO's right to exercise the management function in this Article is subject to the provisions of this Agreement, and an allegation that UWO has violated the specific terms of the Articles in this Agreement through the exercise of its management rights, is a claim that is properly resolved through the grievance and arbitration process set out herein.

### **ARTICLE 4 – NO DISCRIMINATION AND NO HARASSMENT**

- 4.01** a) UWO and UWOSA agree that in accordance with the Ontario Human Rights Code, there shall be no discrimination or harassment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, record of offences, disability or any other prohibited grounds that may be established in the Code.
- b) The UWO and UWOSA recognize and affirm their commitment to strive for an environment free from any form of bullying, harassment, or discrimination whether or not it is based on any of the prohibited grounds in the Ontario Human Rights Code.



- c) Harassment means a course of conduct, relating to one or more of the prohibited grounds of discrimination under Article 4.01(a) which an individual knows is unwelcome or reasonably ought to know is unwelcome.
- d) Conduct or behaviour also constitutes harassment, whether or not it is based on the prohibited grounds in Article 4.01, when it creates an intimidating, bullying, demeaning or hostile working environment.

**4.02** UWO and UWOSA agree that there shall be no discrimination by reason of the employee's membership or non-membership, activity or non-activity in UWOSA, nor by the employee's exercise of any provision or right under this Agreement.

**4.03** The parties agree that, with respect to all matters covered by this Agreement, employees in same-sex relationships shall be deemed to have the same marital and family status as employees who are married to, or in common-law relationships with, members of the opposite sex, subject to limitations, if any, prescribed by law.

**4.04** a) For the purposes of this Agreement sexual harassment means a course of conduct, relating to one or more of the prohibited grounds of discrimination under Article 4.01(a) which an individual knows is unwelcome or reasonably ought to know is unwelcome including:

- i) any sexual solicitation or advance directed at an individual or group by another individual or group of the same or opposite sex who knows (or ought reasonably to know) that this attention is unwanted, or
- ii) any implied or express promise of reward for complying with a sexual solicitation or advance, or
- iii) any threat of reprisal for refusing to comply with an implied or express sexual solicitation or advance, or
- iv) repeated behaviour, verbal or physical, that denigrates an individual or group on the basis of sexual orientation or gender, thereby affecting the academic or work environment.

b) For the purposes of this Agreement, race, racial harassment and racial discrimination are defined as follows:

- i) race refers to race, ancestry, place of origin, colour, and ethnic origin.
- ii) racial harassment refers to engaging in a course of comment and/or conduct of a racially oriented nature that is vexatious and is known or ought reasonably to be known to be unwelcome.
- iii) racial discrimination shall be defined in accordance with the Ontario Human Rights Code.

- 4.05** The current University-wide policies on Non-Discrimination/Harassment and Acquired Immune Deficiency Syndrome will remain in effect for members of the bargaining unit for the duration of this Agreement. These policies may be referenced in the Manual of Administrative Policies and Procedures (MAPP) on the UWO website and copies are also available through the Department of Equity Services. If UWO wishes to review these policies in respect to their application to members of the bargaining unit then UWOSA will be informed in writing. UWOSA and the UWO will form a committee with equal representatives to review and amend the policies, if agreeable.
- 4.06** If a complaint is resolved under the UWO's Non-Discrimination/ Harassment Policy, with the complainant's and UWOSA's written consent a grievance under this Agreement will not be filed or pursued based on the same facts or incidents which gave rise to the initial complaint.
- 4.07** A grievance concerning sexual or racial harassment may be submitted directly at STEP THREE of the grievance process, and will be handled with discretion by all participants.
- 4.08** No employee shall be required to perform any duties of a strictly personal nature (picking up personal dry cleaning, caring for children or pets, personal shopping, etc.) not connected with the operations of the University.

#### **ARTICLE 5 – STRIKE OR LOCK-OUT**

- 5.01** UWOSA agrees that there will be no strike (full or partial withdrawal of services) during the term of this Agreement.
- 5.02** UWO agrees that during the term of this Agreement there will be no lockout.
- 5.03** Strike and lockout bear the meanings used in the Ontario Labour Relations Act.
- 5.04** Employees have the right to decline to perform the normal duties of striking or locked-out employees of the employer during a legal strike by another bargaining unit of employees of the employer or during any lock-out of another bargaining unit by the employer.
- 5.05** Where individuals in a labour dispute, other than those in the bargaining unit, engage in a strike and maintain picket lines, and where employees of the bargaining unit could suffer personal harm, the employer will endeavour to safeguard such employees.

#### **ARTICLE 6 – UNION SECURITY**

- 6.01** UWO shall deduct an amount equivalent to the regular monthly UWOSA dues from the wages of all employees in the bargaining unit provided that UWOSA shall first inform UWO in writing of the amount of regular monthly union dues. In the event of a change to the union dues, not less than thirty (30) days written notice will be provided to UWO by UWOSA.
- 6.02** UWO shall make payment of the monthly dues deductions to the office of the union by the fifteenth (15th) calendar day of the month following the month in which the deductions were made. UWO will specify, at the time of making the monthly remittance, the following information:

- a) the employees from whom the deductions have been made;
- b) the amount of the dues deducted;
- c) each employee's budget unit;
- d) any and all new hires;
- e) any and all terminations of employment or layoffs, including voluntary terminations by employees and retirements;
- f) any and all changes in an employee's classification or type, including secondments and temporary transfers or assignments;
- g) all employees in receipt of long term disability benefits or worker's compensation benefits at the time of remittance and all employees off work on account of a leave of absence, reduced responsibility or parental or pregnancy leave;
- h) each employee's type, classification, and notice of all grant funded employees;
- i) for each Term employee the start and end date, including any extension to the Term under Article 42.05; and
- j) for each Sessional employee, notice of the recurring periods of work and absence of work.

The foregoing information shall be provided in written and electronic form if the latter exists.

- 6.03** UWOSA agrees to indemnify and save the UWO harmless against all claims or other forms of liability that may arise out of or by reasons of deductions made or payments made in accordance with this article, except, without limiting the generality of the foregoing, it is expressly understood that if the UWO fails to make the required deductions from an employee for more than six months, the UWO shall be exclusively liable to the UWOSA for the unpaid dues beyond those six (6) months, and the employee shall not be called upon to indemnify the UWO for this liability.

## **ARTICLE 7 – UNION REPRESENTATION**

- 7.01** UWOSA shall provide to UWO the names of its officers, and other employees authorized to represent it in its relationship with UWO.
- 7.02** UWO agrees to recognize one Steward and one alternate Steward per UWOSA designated areas, up to a maximum of 25 areas, who will be authorized to represent employees. The alternate Steward may only act in the absence of the Steward. UWOSA will provide UWO with the names of these Stewards, their alternates and their areas. UWOSA will advise UWO of any changes to this list as they occur.
- 7.03** UWO shall recognize a UWOSA Negotiating Committee consisting of up to six (6) employees. The members of the negotiating committee shall not lose pay or benefits during any or all negotiating meetings with UWO, up to and including conciliation, but not beyond, held during an employee's regular working hours.
- 7.04** All correspondence between UWO and UWOSA relating to matters covered by this Agreement shall be sent to the attention of the Business Manager of UWOSA and the Director, Human Resources, or designate of UWO.
- 7.05** UWO shall provide for UWOSA's use of the following services, subject to UWO policies, with the understanding that any change to the policies shall be of general University wide application and not specific to UWOSA:

- a) Internal UWO mail, including electronic mail;
- b) Use of meeting rooms, as available, for the purpose of communication on official Union business;
- c) Exclusive use of a mutually acceptable office on campus, approximately equivalent in terms of size as Room 255 at the University Community Centre, and the furniture and equipment present in Room 256 at certification, and cleaning of that office; and
- d) The necessary access to the World Wide Web at UWO to allow UWOSA to maintain a Home Page.

**7.06** Officers and other UWOSA representatives shall be granted time off away from work, without loss of pay or reduction in benefits, for scheduled meetings with UWO officials when such meetings are scheduled during the employee's regular working hours. Affected employees shall be required to notify the Dean, Budget Unit Head or designate of such meetings with as much advance notice of the meetings as possible. For the purposes of attending at Arbitrations only, UWOSA Executive members, and no more than one Steward if requested 10 days in advance, will be granted time away from work under this article.

**7.07** All employees will be entitled to two (2) hours without loss of pay or reduction in benefits, up to twice per calendar year, to attend UWOSA's general membership meetings. These two (2) hours include the employee's regularly scheduled meal period. For employees who work off the main UWO campus as defined by this Agreement, this period shall be extended to allow for reasonable travel time not to exceed one (1) hour in total.

- 7.08**
- a) The President of UWOSA shall be entitled to full release time of up to five (5) normal working days per week, to a maximum of eight (8) hours each day, without loss in pay or benefits, to attend to UWOSA matters. A mutually agreed upon schedule of release time will be set for each UWO fiscal year. UWOSA agrees to compensate UWO for one-half of the President's salary and benefits, multiplied by the percent of release time scheduled for the President.
  - b) The Vice-President of UWOSA shall be entitled to full release time of up to five (5) normal working days per week, to a maximum of eight (8) hours each day, without loss in pay or benefits, to attend to UWOSA matters. A mutually agreed upon schedule of release time will be set for each UWO fiscal year. UWOSA agrees to compensate UWO for one-half of the salary and benefits, multiplied by the percent of release time scheduled for Vice-President.
  - c) The Chief Steward will have full release time of five (5) normal working days per week, to a maximum of eight (8) hours each day, without loss in pay or benefits, to attend to UWOSA matters. UWOSA agrees to compensate UWO for one-half of the salary and benefits of the Chief Steward.

*For purposes of this Article, compensation shall be based on the minimum of the applicable salary range for the officer and part-time benefit costs.*

Upon leaving office, if she so requests, an employee to whom Article 7.08 a), b), or c) applies shall be entitled to return to her previous position, if it still exists. If it does not exist, she will return to a position with: same rate of pay; same hours of work (unless mutually agreed otherwise); and comparable responsibilities. The foregoing shall not apply if the employee is a Term employee or a Sessional employee, in which case the employee's preexisting terms and conditions of employment shall prevail.

- 7.09** a) Representatives of UWOSA who sit on the UWOSA Council shall be entitled to one (1) hour twice per month, away from work, immediately after or before their regular scheduled lunch period, without loss of pay or diminution of benefits, for the purpose of attending regularly scheduled UWOSA Council meetings. For employees who work off the main UWO campus as defined by this Agreement, this period shall be extended to allow for reasonable travel time not to exceed one (1) hour in total with the understanding that the travel time is to be made up. Such employees will be required to make up these hours at another time satisfactory to the employee and the person to whom they report. Notwithstanding Article 19, these employees only may be permitted to work through a meal period to make up the meeting and/or the travel time.
- b) Representatives of UWOSA who sit on the UWOSA Executive shall be entitled to one (1) hour every week, away from work immediately after or before their regular scheduled lunch period, without loss of pay or diminution of benefits, for the purpose of attending regularly scheduled UWOSA Executive meetings and attending to their other duties. For employees who work off the main UWO campus as defined by this Agreement, this period shall be extended one (1) hour to allow for reasonable travel time not to exceed one (1) hour in total with the understanding that the travel time is to be made up. Such employees will be required to make up these hours at another time satisfactory to the employee and the person to whom they report. Notwithstanding Article 19, these employees only may be permitted to work through a meal period to make up the meeting and/or the travel time.
- 7.10** No employee will be required or permitted to make an individual agreement inconsistent with this Agreement.
- 7.11** UWO shall print and distribute one copy of this Agreement to each employee and provide 100 copies to the UWOSA. The cost of this printing shall be paid by UWO and the Agreement will be printed by the Graphics Department. Such printing will include UWO and UWOSA symbols.
- 7.12** UWO shall provide the UWOSA with the following as soon as they become available:
- a) 1 copy of UWO budget and budget report when circulated to the Board; and
- b) 1 copy of the annual audited statement of UWO when presented to the Board.
- 7.13** After UWOSA receives notification of a new employee, the new employee and his/her Steward will be allowed a time period of fifteen (15) minutes, subject to operational requirements, for an introductory meeting without loss of pay, and neither the employee nor the Steward will be required to make up the time.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01** An employee may use this grievance procedure without prejudice to her employment.
- 8.02** A grievance is defined as any work-related dispute arising out of the interpretation, application, administration or alleged violation of the specific terms of the Articles in this Agreement. It is the mutual desire of UWOSA and UWO that grievances should be addressed as quickly as possible. It is agreed that only one grievance concerning the same facts, incidents and alleged violation of this Agreement will be recognized.

**8.03** A group grievance shall be initiated should more than one employee be grieving the same alleged violation. All employees affected may sign the grievance but no more than two (2) affected employees may be present at each step of the grievance process.

#### **8.04 STEP ONE**

It is the mutual desire of the parties hereto that problems experienced by employees shall be addressed as quickly as possible, and it is understood that an employee must give the supervisor outside the bargaining unit or designate the first opportunity to address the problem.

- a) If a matter is not resolved as above, a Grievance may be initiated. The Grievance will be stated in writing or electronically on a numbered Grievance Form, outlining the facts of the Grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The Grievance must be submitted to the supervisor outside the bargaining unit or designate within fifteen (15) days after the employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the Grievance. The Grievance shall be copied to the grievor and Human Resources.
- b) Within ten (10) days of the receipt of the grievance the supervisor named above shall convene a meeting with the UWOSA Chief Steward or designate, the grievor and up to three (3) other UWOSA representative(s). The UWO may also have three (3) representatives present.
- c) The supervisor named above shall give written or electronic reply to the grievance within five (5) days of the Step One meeting, with a copy to the grievor, UWOSA Chief Steward and Human Resources.

#### **8.05 STEP TWO**

- a) If the grievance is not resolved at STEP ONE, the grievance must be submitted, to the Dean, Budget Unit Head or designate within five (5) days of the reply provided for in Article 8.04 c). The grievance shall be copied to the grievor and Human Resources.
- b) Within ten (10) days of the receipt of the grievance, the Dean, Budget Unit Head or designate shall convene a meeting with the UWOSA Chief Steward or designate, the grievor and up to three (3) other UWOSA representative(s). The UWO may also have three (3) representatives present.
- c) The UWO shall give written or electronic reply to the grievance, within ten (10) days of the STEP TWO meeting, with a copy to the grievor, UWOSA Chief Steward and Human Resources.

#### **8.06 STEP THREE**

- a) If the grievance is not resolved at STEP TWO, the grievance must be submitted to the AVP – Human Resources or designate within ten (10) days of the reply provided for in Article 8.05c). The grievance shall be copied to the grievor and Human Resources.

- b) Within ten (10) days of the receipt of the grievance, the AVP – Human Resources or designate shall convene a meeting with the UWOSA Chief Steward or designate, the grievor and up to three (3) other UWOSA representative(s). The UWO may also have three (3) representatives present.
- c) The UWO shall give written or electronic reply to the grievance, within ten (10) days of the STEP THREE meeting, with a copy to the grievor, UWOSA Chief Steward and Human Resources.

**8.07** If the grievance remains unresolved following STEP THREE, the grievance may be referred to Arbitration as set forth in Article 9.

**8.08** a) Every grievance must be commenced and processed to the next step in the Grievance Procedure within the time limits under this Article, or as mutually extended in writing, it being understood that these time limits are mandatory.

- b) Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure or, if the next step is Arbitration, to Arbitration in accordance with Article 9.

**8.09** a) **UWOSA Policy Grievance #**

UWOSA shall be entitled to file a policy grievance involving a question of general application or interpretation of any Article of this Agreement directly at STEP THREE by filing such a grievance with the AVP - Human Resources or designate. Any grievance by UWOSA as provided in this paragraph shall be commenced within fifteen (15) days after its occurrence or from the date UWOSA ought reasonably to have been aware of the occurrence of the circumstances giving rise to the grievance. UWOSA agrees not to unnecessarily by-pass the individual or group grievance process through the filing of Policy grievances.

b) **UWO Grievance**

UWO shall be entitled to file a grievance directly at STEP THREE by filing such grievance with the President of UWOSA. Any grievance by UWO as provided in this paragraph shall be commenced within fifteen (15) days after its occurrence or from the date UWO ought reasonably to have been aware of the occurrence of the circumstances giving rise to the grievance.

- c) In either Article 8.09 a) or b), a meeting shall be held within ten (10) days of the receipt of the grievance and the responding party shall respond within seven (7) days with a decision of this meeting. If the grieving party is not satisfied with the decision of the STEP THREE process, it may take this matter to Arbitration as per Article 9.

**8.10** The grieving employee will not suffer a loss in pay as a result of attendance at scheduled grievance meetings between UWO and the employee as provided for under this Article. Such employee will provide as much advance notice as possible to the Dean, Budget Unit Head or designate of any such meetings that may conflict with her employee responsibilities.

- 8.11** Recognizing that Stewards have regular duties to perform as employees, Stewards will be given reasonable time off work without loss of pay or reduction in benefits, to fulfill their duties in respect of the investigating and processing of grievances, provided they first obtain permission from the Dean, Budget Unit Head or designate which permission will not be unreasonably withheld. These Stewards shall advise the Dean, Budget Unit Head or designate when they return to work.
- 8.12** A grievance into any Termination of Employment shall commence at STEP THREE.
- 8.13** The parties may mutually agree to have an individual or group grievance filed at Step 2 or Step 3.

#### **ARTICLE 9 – ARBITRATION PROCEDURE**

- 9.01** If a grievance is not settled in the course of the grievance procedure it may be referred to Arbitration by written notice signed by the President of UWOSA, or designate, and given to the AVP – Department of Human Resources, or vice versa, no later than twenty (20) days from the receipt of the answer at STEP THREE. This referral to Arbitration must be made within twenty (20) days of the answer at STEP THREE of the Grievance Procedure, it being understood that this time limit is mandatory.
- 9.02** Grievances shall be heard by a Board of Arbitration. The party referring the grievance to Arbitration shall at the same time name its appointee to the Board of Arbitration. The other party shall, within ten (10) days, provide written notice of its appointee to the Board of Arbitration. The two appointees shall, within ten (10) days, agree on the selection of the Chair of the Board of Arbitration. If the appointees are unable to agree, either appointee may apply to the Minister of Labour for the appointment of a Chair of the Board of Arbitration.
- 9.03** Notwithstanding Article 9.02, the parties may mutually agree in writing to proceed by way of a single arbitrator to hear the grievance. If the parties are unable to agree within twenty (20) days of the referral to Arbitration as to who will act as the single arbitrator, either party may apply to the Minister of Labour for the appointment of a single arbitrator.
- 9.04** The Arbitrator or Arbitration Board shall hear and determine the dispute referred to it, and his, her or its decision shall be final and binding on the parties. The Arbitrator or Arbitration Board does not have any jurisdiction to alter, amend, add to, or subtract from any provision of this Agreement.
- 9.05** Each party shall bear its own legal expenses of Arbitration including its nominee to a Board of Arbitration. The fees and expenses of the Arbitrator, or the Chair of the Arbitration Board, shall be equally divided between the parties.
- 9.06** No matter may be submitted to Arbitration which has not been properly carried through the Grievance procedure.



## ARTICLE 10 – SENIORITY

**10.01** Seniority under this Agreement shall accrue as follows:

- a) For Continuing and Sessional employees, Seniority shall accrue from the most recent date she became eligible to be a member of UWOSA.
- b) Should a Term Employee become a Continuing or Sessional Employee, she will be credited with Seniority from the most recent date she became eligible to be a member of UWOSA.
- c) Accrual for future Seniority will be determined according to subsections (d) through (g) of this section.
- d) Each Continuing and Sessional Employee shall accrue one month of Seniority for each month in which union dues are payable to UWOSA on their behalf in accordance with Article 6.
- e) Seniority shall terminate if an employee:
  - i. Resigns from their UWOSA position;
  - ii. Retires;
  - iii. Is discharged and not reinstated through the Grievance or Arbitration procedure;
  - iv. Is absent from work in excess of three (3) consecutive working days without notification or authorization unless a compelling reason is provided; or
  - v. Fails to return to work within three (3) days of a termination of an authorized leave of absence, unless a compelling reason is provided.
- f) Notwithstanding 10.01 (d), Seniority shall continue to accrue during any absence due to disability, work-related or otherwise.
- g) Notwithstanding 10.01 (c), Seniority shall accrue for the period of layoff and recall.

**10.02** A Continuing or Sessional employee shall accrue Seniority, but shall be considered as probationary until she has completed ninety (90) working days, except in the following circumstances:

- a) Where the employee is hired, and starts working between April 15 and August 31 inclusive, the probationary period shall be extended until November 1 of the same year, unless the employee has still not completed 90 days of work in which case the probationary period shall end after 90 working days;
- b) Where a Continuing or Sessional employee was employed as a Term employee immediately prior to commencing the duties as a Continuing or Sessional employee in the same or similar position in the same faculty or administrative unit, the time worked as a Term employee shall be included in the calculation of the probationary period.

During the probationary period, a Continuing or Sessional employee may be terminated for any reason and she will not have recourse to the grievance and arbitration procedure regarding her termination unless the discharge is shown to have been made in bad faith or in violation of Article 4.

**10.03** Service under this Agreement shall accrue as follows:

- a) For Term, Continuing and Sessional employees, Service shall accrue from the employee's Date of Last Hire as defined in Article 1.01.
- b) Accrual for future Service will be determined according to subsections (c) through (g) of this section.
- c) Service shall be broken when an employee:
  - i. Resigns;
  - ii. Retires;
  - iii. Is discharged and not reinstated through the Grievance or Arbitration procedure;
  - iv. For a Term employee, where a contract ends and the time until the effective date of the next employment contract with UWO is more than 7 calendar days, in accordance with the definition of "Interruption of Earnings" under the Employment Insurance Act and Regulations;
  - v. Is absent from work in excess of three (3) consecutive working days without notification or authorization unless a compelling reason is provided; or
  - vi. Fails to return to work within three (3) consecutive working days of a termination of an authorized leave of absence, unless a compelling reason is provided.
- d) Service shall be accrued for the first twenty-four (24) months of any absence due to disability, work-related or otherwise and shall continue to accrue beyond the first twenty-four (24) months of any disability provided the employee returns to work, in either a full or partial capacity. Whether or not the employee returns to work, Service shall be maintained after twenty-four months of disability. UWO and UWOSA shall reasonably accommodate the employee's return to work.
- e) Service shall be reduced by the number of days of unpaid leave of absence, in excess of 14 days, where the duration of the leave is in excess of two (2) weeks or fourteen (14) calendar days, as outlined in Article 23.05.
- f) Service shall be reduced by the length, measured in days, of any full time Political Candidacy leave as outlined in Article 29.08.
- g) Service shall be maintained, but not accrue, for the period of layoff and recall.

**10.04** Notwithstanding any other provisions in this Agreement, Seniority and Service shall continue to accrue, and be deemed to have accrued, during the course of any parental or pregnancy leave, reduced responsibility, suspensions, union leave, sick leave, compassionate leave, jury duty, reservist leave and/or vacation.

**10.05** The UWO shall compile and maintain an up-to-date Seniority and Service list which shall contain the name of each Continuing, Sessional and Term employee in the bargaining unit, with the following information for each such employee: Seniority Date, if applicable; Service Date; Department; Budget Unit; Employee Type and Employee Classification. This list will be provided to the UWOSA at least once every year in an agreed-upon format. For those employees identified in Appendix M who have a Seniority Date "A", this data will also be included on the list.

- 10.06** An employee who takes a promotion outside of the bargaining unit shall maintain, but not accrue, UWOSA Seniority while outside the bargaining unit for six (6) months maximum. If such an individual does not return to the bargaining unit within six (6) months of the promotion to the position outside the bargaining unit, that individual's Seniority under this Agreement shall be terminated. No employee shall be involuntarily promoted to a position outside of the bargaining unit.
- 10.07** An employee who is temporarily transferred to a position outside of this bargaining unit shall maintain, but not accrue, UWOSA Seniority while outside the bargaining unit for twenty-four (24) months maximum, provided that the terms of the transfer clearly indicate at the outset an expected termination of the temporary transfer within twenty-four (24) months. In addition, in this case, the employee is entitled to return to the bargaining unit to her original position after the temporary transfer has ended unless the position no longer exists in which case she may exercise her rights under Article 13 through 16. If such an individual does not return to the bargaining unit, that individual's Seniority under this Agreement shall be terminated,. No employee shall be involuntarily transferred to a position outside of the bargaining unit.

#### **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

- 11.01** An employee who has completed her probationary period shall not be reprimanded in writing, suspended, discharged or otherwise disciplined without just cause. Such an employee who is disciplined shall be sent a letter confirming the discipline with the reasons for the discipline within four (4) days after the discipline is imposed, which letter shall be forwarded to the Business Manager of UWOSA.
- 11.02** UWO may discharge a probationary employee for any reason unless the discharge is shown to have been made in bad faith or in violation of Article 4. A probationary employee who receives a written warning, a suspension or discharge shall be sent a letter confirming the action within four (4) days of the event. A copy of the letter shall be forwarded to the Business Manager of UWOSA.
- 11.03** Any disciplinary record(s) which are more than two (2) years old shall not be relied upon by UWO in taking disciplinary action and shall be removed from the personnel files provided that no further disciplinary action of any nature has occurred during the two year period.
- 11.04** No employee shall be required as part of their job to discipline another employee. However, an employee may be required as part of their job to monitor the job performance of other employees.
- 11.05** An employee who is being reprimanded in writing, suspended or discharged shall be entitled, at her option, to have a UWOSA representative present at the time the disciplinary action is imposed. Employees shall be notified of this right before any meeting when the discipline is imposed.
- 11.06** An employee may be accompanied by a UWOSA representative during any meeting in which discipline is being investigated or discussed. Employees shall be notified of this right before any such meeting.

## **ARTICLE 12 – VACANCIES**

**12.01** If there is a vacancy in a Continuing or Sessional position which UWO decides to fill, the vacancy shall be filled as follows:

- a) Employees on Displacement (Article 14) and Preferred Placement (Article 16) at the time of the decision to fill the vacancy will be considered for the vacant position in accordance with the applicable Article. In such cases, skill, ability and qualifications to satisfactorily perform the requirements of the vacant position shall be the determining factor, except where the skill, ability, and qualifications of such employees are relatively equal, in which case the employee with the greater Seniority shall be identified. At the same time, the employee with the greatest Seniority who is on Recall (Article 15), who possesses the skill, ability and qualifications to satisfactorily perform the requirements of the vacant position will also be identified. The candidate with the most Seniority between the two employees identified in this subclause will be placed into the vacant position. If the position is not filled through this process, then;
- b) The position will be posted in accordance with Article 12.03 a).

If a vacancy caused by events such as promotion, resignation, retirement, discharge or transfer is filled on an appointed basis, the University has ninety (90) working days to fill the vacancy in accordance with this Article. Where exceptional circumstances exist, UWO may request that UWOSA extend this notice period. UWOSA shall not unreasonably deny such a request.

**12.02** If there is a vacancy in a Term position, which the UWO decides to fill, the vacancy shall be filled as follows:

- a) In accordance with Article 15.08, and if the position is not filled through this process, then:
- b) The position will be posted in accordance with Article 12.03 a), and filled with a candidate who has the skill, ability and qualifications to perform the work.

**12.03** a) The position will be posted for a minimum period of one (1) week on the World Wide Web linked to Human Resources home page.

A copy of all postings will be available electronically to the UWOSA office the same day as it is first posted.

The posting on the Internet will state: the Department or Administrative Unit, the employee type (Article 42), the job classification, the hours of work, the skill, ability and qualifications required, the deadline for applications, and a description of the position duties and for Term positions outlined in Article 12.02, the expected duration. The annual employment period for Sessional positions will also be stated. The position may also be advertised in the external media.

- b) An employee may apply, in confidence, for positions posted in accordance with Article 12.03 a) by applying online during the period of the posting. Employees shall not directly approach the hiring unit to apply for a position.

- c) Skill, ability and qualifications to perform the requirements of the position shall be the determining factor in job postings, except where the skill, ability and qualifications of employee applicants are relatively equal, in which case Seniority shall determine the successful employee applicant.
- d) UWO shall notify electronically all employee applicants and the UWOSA office when the position is filled, and at that time, provide the name of the successful applicant to the union. In addition, the UWO shall post on the Human Resources website, for a period of one month, the names of the successful applicants for each UWOSA posting. Such listing shall include the posting number, department, job title and name of the successful applicant.
- e) Where no decision has been made within sixty (60) days of the closing of the posting, UWOSA shall be notified of the status of the job competition and the reason for the delay or cancellation.
- f) If there is no employee applicant (covered by this Agreement) with the skill, ability and qualifications to perform the requirements of the position, UWO may fill the position from any source.

**12.04** Employees may not apply for another posting during their first six (6) months working in a position. This provision can be waived at the sole discretion of the Dean or Budget Unit Head.

**12.05** A Continuing or Sessional employee selected by the UWO for a posted vacancy who, after discussion with her supervisor, feels she is unable to perform the duties of the job may, within one month of starting in the job, decide to return to the job the employee left to accept the position. The UWO may, within one month of an employee starting the job, return an employee to the job the employee left to accept the position, if the employee shows an inability to perform the duties of the job.

**12.06** In accordance with Article 20.05, a Continuing or Sessional employee who is selected by the UWO for a posted vacancy in a different department shall be entitled to transfer a maximum of ten (10) unused accrued vacation days. Any vacation days in excess of ten days will be paid out.

**12.07** If the posted position again becomes vacant within six (6) months of being filled, UWO may fill the vacated position with one of the original internal applicants without the need for further posting.

**12.08** No employee shall be laid off as a direct result of the employment in that same department of students or individuals who work twenty-four (24) hours per week or less.

## **ARTICLE 13 – LAYOFF**

**13.01** In the event of layoff:

- a) UWO will ensure a UWOSA representative is available at the time of a Continuing or Sessional employee receiving notice of layoff;
- b) UWO will inform UWOSA of the name of the employee and the location of the meeting to inform said employee of a layoff just prior to the meeting taking place;

- c) A meeting between UWO and UWOSA will be arranged to discuss the rationale for the layoff, after the notice of layoff is provided to the employee.

**13.02** A non-probationary employee who is identified for lay off shall be provided with the following written notice of layoff:

under three (3) years of Service - 4 weeks  
after three (3) years of Service - 5 weeks  
after four (4) years of Service - 6 weeks  
and for each subsequent year of Service an additional week of notice of layoff to a maximum of twenty-six (26) weeks.

Service shall be defined in accordance with Article 10.03.

If the notice period includes the Christmas closure period (see Appendix D), the notice will be extended by seven days.

**13.03** Within five (5) days of being informed of the layoff, the employee shall provide written irrevocable notice to Human Resources of which one of the following options she wishes to utilize:

- a) Utilize the displacement procedure under Article 14, in which case the UWO will provide UWOSA with an up-to-date Seniority List. An employee who takes this option may waive their displacement rights at any time during the process and receive severance pay in accordance with Article 13.08.
- b) Accept the layoff and retain recall rights under Article 15. Such an employee may also opt for preferential placement under Article 16 during the layoff notice period. If the employee fails to receive a placement during the notice period she may retain recall rights under Article 15. An employee who takes this option (13.03(b)) shall receive severance pay in accordance with Article 13.08 in the event that she is not recalled to work or placed through Article 16. At any time after layoff, an employee may waive recall rights and will then receive severance pay in accordance with Article 13.08.
- c) Accept pay in lieu of notice, and receive severance pay in accordance with Article 13.08. When this sub-article applies, the employee will be deemed to have terminated her employment at that time with no further rights under this agreement.

**13.04** At any point during the notice period, UWO may choose to pay the employee in lieu of the remaining notice of layoff. The employee will still be covered by the preferential placement option in Article 16 provided that option had been chosen in Article 13.03(b). Should such employee be placed into a position under Article 16, she will reimburse UWO for that portion of the lump sum pay in lieu of notice which is attributable to the period after the date of return to work.

**13.05** Where UWO is unable to provide work for employees because of a short-term disruption of work resulting from fire, power failure, shortage of necessary workplace supplies, or other causes beyond its control, UWO may layoff employees for no more than four (4) weeks and the provisions of Articles 13 through 16 will not apply.

- 13.06** In order to ensure that the efficient operation of UWOSA is not disrupted during a time of layoff, it is agreed that the President and Chief Steward of UWOSA shall be the last individuals laid off provided they have the skill, ability and qualifications to satisfactorily perform the required work.
- 13.07** Other than a voluntary reduced responsibility under Article 30, a reduction in an employee's regular weekly hours, or combined reduction in an employee's regular weekly hours over time, in excess of fifteen (15) percent shall be deemed to be a layoff for the purposes of this agreement. If UWO unilaterally alters an employee's type, this shall also be deemed to be a layoff.
- 13.08** The amount of severance shall be equal to the employee's regular weekly salary for a non-overtime work week multiplied by the sum of the number of full or partial years of continuous Service up to a maximum of thirty (30) weeks. Effective on ratification of this agreement, this multiplier shall be rounded up to the nearest number of full years. An employee who receives severance pay under this Agreement shall be deemed to be terminated. The foregoing covers the employer's obligations under the current severance pay provisions of the Employment Standards Act.
- 13.09** For the first six (6) months of any layoff, an employee shall be entitled to continue to be enrolled in the Supplementary Health Insurance Plan, the Dental Plan and the Life Insurance Plan on the premium cost-sharing basis in place at the time of layoff, if any, unless she is in receipt of benefits from another employer.

#### **ARTICLE 14 – DISPLACEMENT OF EMPLOYEES**

- 14.01** If an employee identified for layoff under Article 13 has elected to utilize the displacement option under Article 13.03 a), the employee shall, provided she has greater Seniority, be assigned by UWO, subject to Article 12.01, to the first position determined in accordance with the following sequence:
- a) to a vacant position in the same employee type and classification in the bargaining unit provided that the employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:
  - b) to any vacant position within the bargaining unit (which becomes available during the notice period) provided that the employee has the required skill, ability and qualifications to perform the requirements of the position, however an employee may voluntarily choose not to accept such lower rated vacancy without penalty. If there is no such position, then:
  - c) to the position held by the employee with the least Seniority in the same employee type and classification within the same faculty or administrative unit as the displacing employee provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:
  - d) in reverse order of Seniority, to positions held by employees in the same employee type and classification within the same faculty or administrative unit as the displacing employee provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:

- e) to the position held by the employee with the least Seniority in the same employee type and classification within the bargaining unit provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:
- f) in reverse order of Seniority, to positions held by employees in the same employee type and classification within the bargaining unit provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:
- g) to a vacant position in the same employee type and in the classification within the bargaining unit which is next below that of the displacing employee (see Appendix E) provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:
- h) to the position held by the employee with the least Seniority in the same employee type and in the classification within the bargaining unit which is next below that of the displacing employee (see Appendix E) provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:
- i) in reverse order of Seniority, to positions held by employees in the same employee type and in the classification within the bargaining unit which is next below that of the displacing employee (see Appendix E) provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:
- j) the provisions of the previous three subsections shall be repeated until the same employee types in all classifications within the bargaining unit have been reviewed in descending order from the displacing employee's classification (see Appendix E) and either a vacant position or a position held by an employee with less Seniority is identified provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If no such position is identified, the employee shall be laid off and shall be required, within seven (7) days of being so notified by UWO, to choose between the options provided for in Article 13.03 (b) or (c).

**14.02** Despite any other provision of this Article, a displacing employee shall not be required to displace an employee whose normal hourly work week is more than fifteen (15) percent above or more than fifteen (15) percent below the normal hourly work week of the displacing employee. If the displacing employee does not choose to displace an employee under this subclause, the process under Article 14.01 will continue.

**14.03** An employee who files a grievance alleging a breach of this Article shall proceed directly to Step 3 of the Grievance process within five (5) days of the communication of UWO's decision under this Article. The grievance shall specifically identify no more than three (3) positions that the grieving employee believes she has been improperly denied the right to displace into and any arbitration of the grievance will address those positions cited to a maximum of three (3).

**14.04** The UWO shall provide UWOSA with all existing job descriptions of positions which are being considered, or have been passed over, during the process set out in Article 14.01, if requested.



- 14.05** If the UWO does not complete the displacement process by the end of the notice period, it shall continue to pay the employee by extending the notice period for three months or until the displacement process has been completed, whichever is less.

## **ARTICLE 15 – RECALL RIGHTS**

- 15.01** Continuing or Sessional employees who are laid off following their period of notice of lay-off and elect under Article 13.03 b) to retain recall rights under this Article shall have such rights for twelve (12) months from the applicable date of layoff under Article 13.02.

Subject to Article 12.01, when UWO decides that a vacant Continuing or Sessional (or in certain circumstances under Article 15.08 a Term) position will be filled, employees on layoff shall be recalled, on the basis of Seniority, provided that such vacant position is of the same or lower job classification which they held prior to their layoff, and providing that they have the skill, ability and qualifications to perform the requirements of the position.

An employee who accepts recall into another position type shall convert to that type of employee on the date she commences working in the new position.

Where the employee is grant-funded as defined in Article 42.02 of this agreement, such employee shall be granted an additional six (6) months of recall (for a total of eighteen (18) months).

- 15.02** Employees shall be obliged to keep UWO aware of their current mailing address. Recall notification will be by registered mail to the last known address of the employee and will include: the position description, position type, job classification, wage rate, recall date, working hours. The notice shall also state that a response is required within three (3) days of receipt. The recall date shall be no earlier than the date by which a response is required.
- 15.03** Employees will respond to the University within three (3) days of receipt of notice of recall with their intention to accept or, under Article 15.04, decline recall. If a laid off employee fails to notify UWO of an intention to accept or decline recall, within the above time frame, the employee shall be considered to have resigned and the employment relationship of that employee will be deemed to be terminated. Such an employee shall be entitled to severance pay under Article 13.08.
- 15.04** An employee will be required to accept the recall where the available position is of the same type, is within fifteen (15) percent of the employee's last salary and the position has a similar work shift (i.e. day shift vs. night shift) as the position the employee had at the time of layoff. If an employee declines such recall, the employee will be considered to have resigned and the employment relationship of that employee will be deemed to be terminated. If an employee declines such a recall, the employee shall be entitled to severance pay under Article 13.08.
- 15.05** If an employee is offered recall to a position outside of the conditions in Article 15.04, an employee may decline the recall without penalty.

- 15.06** If the employee accepts recall but fails to report for work within one (1) day of the recall date specified by the University, the employee will be considered to have resigned and the employment relationship of that employee will be deemed to have been terminated. In this case, the employee shall be entitled to severance pay under Article 13.08. However, if an employee cannot report to work within one day of the recall date specified by the UWO with justification under a specific clause in this agreement such as Article 24, the employee may lose her right to the recall position, but will not be terminated under this subclause. It is understood that the employee has only one (1) such opportunity to be excused during the recall period.
- 15.07** If an employee has been laid off for twelve (12) months (or in the case of a grant-funded employee, eighteen (18) months) without having been recalled, the employment relationship of that employee will be deemed to have been terminated and she shall be entitled to severance pay under Article 13.08 at that time.
- 15.08** Within six (6) months before the end of the twelve (12) month (or in the case of a grant-funded employee, eighteen (18) months) recall period, an employee on layoff will be offered a new or vacant Term position, should one occur providing that they have the skill, ability and qualifications to perform the requirements of the position, under all of the conditions articulated in Article 15.01. In addition to the information listed in Article 15.02, the duration of the term appointment will be provided, as well as the implications of her change in employment status. An employee may decline such offer without penalty. To be eligible for the foregoing she must inform the Department of Human Resources in writing prior to six (6) months before the end of the twelve (12) month recall period that she wishes to be considered for such a term position.

An employee who exercises her rights under this sub-clause will become a Term employee for the duration of the Term appointment. However, during the period such employee is employed in a Term position, she will retain recall rights under this article consistent with her prior status, but only for the duration of the initial twelve (12) month (or in the case of a grant-funded employee, eighteen (18) months) recall period. Also, such employee will be paid severance in accordance with Article 13.08 at the end of the term if the employee is terminated at that time or the end of the recall period, whichever is the later. Upon payment of severance pay, the employee will be deemed to have terminated and lost all Seniority and Service.

## **ARTICLE 16 – PREFERENTIAL PLACEMENT DURING THE LAYOFF NOTICE PERIOD**

- 16.01** In accordance with this Article and Article 12.01, a Continuing or Sessional employee who chooses preferential placement during the layoff notice period pursuant to Article 13.03 b), shall be offered a vacant Continuing or Sessional position which UWO determines will be filled, in her classification or in any lower classification, during the layoff notice period.
- 16.02** In accordance with Article 12.01 a), the skill, ability and qualifications of the employees on Preferential Placement to perform the requirements of the position shall be the determining factor in preferential placement, except where the skill, ability and qualifications of such employees are relatively equal, in which case the employee with the greater Seniority will be appointed to the position. The employee shall be given three (3) days to accept or reject the offer of preferential placement.

- 16.03** The communication of preferential placement shall accurately state: a description of the job duties; the employee type; the job classification; the hours of work; the wage rate; the unit; the deadline for acceptance; and the commencement date for the position. The commencement date shall be no earlier than the date by which the response is required.
- 16.04** An employee is entitled to decline the offer of preferential placement without penalty.
- 16.05** An employee who is in receipt of pay in lieu of notice of layoff and who, during the notice of layoff period, returns to work by way of preferential placement shall not receive any further pay in lieu of notice after the effective date of return to work. If the employee received a lump sum pay in lieu of notice, that portion of the lump sum pay in lieu of notice which is attributable to the layoff notice period after the date of return to work shall be reimbursed to UWO.
- 16.06** If the employee accepts a preferential placement, but fails to report for work on the preferential placement commencement date specified by UWO, the employee will be considered to have resigned and the employment relationship of that employee will be deemed to have been terminated. Such an employee shall be entitled to the remainder of any pay in lieu of notice and severance pay under Article 13.08.

However, if an employee cannot report to work on the preferential placement commencement date specified by UWO for justifiable reasons under a specific Article in this Agreement such as Article 24, the employee may lose her right to this preferential placement, but will not be terminated under this subclause. It is understood that the employee has only one such opportunity to be excused during the notice of layoff period.

## **ARTICLE 17 – UNION/MANAGEMENT COMMITTEE**

- 17.01** UWOSA and UWO acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Union/Management Committee consisting of four (4) representatives from each party. The Committee shall function in an advisory capacity only.

The committee shall consist of the following: for UWO either the AVP -- Human Resources or the Director of Human Resources and three (3) other representatives; and for UWOSA the President, the Business Manager and two (2) other representatives.

- 17.02** The purpose of the Committee shall be to provide a means by which to facilitate and promote cooperation, understanding, confidence and harmonious relations between UWO and UWOSA.
- 17.03** A representative of each party shall be designated as a joint chairperson and the two persons shall alternate in presiding over meetings.
- 17.04** The Committee shall not have the power to add to, subtract from, or amend the terms of Agreement.
- 17.05** The Committee shall meet at least once every quarter, and at other times as it decides.

## **ARTICLE 18 – TECHNOLOGICAL CHANGE**

- 18.01** For the purposes of this Article, technological change is defined as a significant development in technology and/or equipment which, when introduced into the workplace, has a significant impact on the working conditions of those employees directly affected by it.
- 18.02** Whenever possible, employees shall be provided with at least three (3) months' notice of the introduction of technological change into their workplace. When an employee will be laid off as a direct result of new technology, UWO will inform UWOSA in writing of the following:
- a) the nature of the technological change;
  - b) the date on which UWO proposes to effect the change; and
  - c) the name and position of any employee who will be laid off.
- 18.03** No technology shall be used to interfere unreasonably with the privacy of an employee in the workplace. However, it is understood that this clause shall not prevent UWO from making reasonable use of technology to investigate possible employee misconduct where there are reasonable grounds to do so.
- 18.04** Employees whose work is directly affected by such technological change will be given the opportunity to receive the training, determined by UWO, required to perform the new and/or revised duties.
- 18.05** Employees who are required to be retrained under this Article will not suffer a loss of compensation during the training period. Time spent on training during the normal work week under this Article shall be treated as time worked under this Agreement. If UWO does not schedule the training required in Article 18.04 during the normal work week, time spent on the requisite training sessions, as approved by UWO, will be compensated at the regular rate of pay or equivalent straight time off.

## **ARTICLE 19 – MEAL AND REST PERIODS**

- 19.01** If an employee is required to work more than five (5) consecutive hours in a day, she shall be entitled to a minimum of a thirty (30) minute unpaid meal period. The meal period shall be taken at a mutually agreeable time, however it must be scheduled so that the employee is not required to work more than five (5) consecutive hours without taking the unpaid meal period. If, after consultation, agreement on the timing of the meal period is not possible, UWO shall fix the time of the meal period.
- 19.02** An employee who works at least seven (7) consecutive hours in a day shall be provided either two paid ten (10) minute breaks or rest periods or one paid twenty (20) minute break or rest period, to be taken at a mutually agreeable time(s). If agreement on the timing of the breaks or rest periods is not possible, it shall be at the discretion of the employee, provided:
- a) UWO operations are not negatively affected;
  - b) the break or rest period is not within ½ hour of the start or end of the scheduled work day or the scheduled lunch period; and
  - c) the person to whom they report is informed.

- 19.03** Non-acceptance of the break or rest period does not entitle the employee to time off in the future.
- 19.04** Employees who regularly work twelve (12) hour shifts as set out in Article 32.04 will be provided two twenty (20) minute break periods and an hour meal break.
- 19.05** Employees in the position of Residence Clerk who are scheduled to work either 4:30 p.m. to 12:30 a.m. or 12:30 a.m. to 8:30 a.m. and are unable to leave their work stations for the meal period due to lack of relief staff for coverage will receive a thirty (30) minute paid meal period at their normal rate of pay.

## **ARTICLE 20 – VACATION**

**20.01** Subject to Article 20.02, employees shall earn paid vacation in the following manner:

- a) At the rate of 1.25 working days for each of the first twenty-four (24) complete calendar months of Service (up to fifteen [15] working days per year); or
- b) Upon completion of two (2) years of Service, at the rate of 1.67 working days per month (up to twenty [20] working days per year); or
- c) Upon completion of nineteen (19) years of Service, at the rate of 2.08 working days per month (up to twenty-five [25] days per year).
- d) Upon completion of twenty eight (28) years of Service, at the rate of 2.17 working days per month (up to twenty-six [26] days per year).

In addition, employees will be provided with one (1) week's paid vacation upon the completion of nineteen (19) years of Service.

For the purposes of this Article, an employee's Service shall be broken only if one of the instances set out in Article 10.03(c) occurs.

- 20.02** An employee who, for any reason, has less than twelve (12) full months of active employment during any year, shall receive a lesser vacation entitlement on a pro-rata basis under the schedule of vacation entitlement set out in Article 20.01. Active employment means actual attendance at the work place and the performance of work, but includes absence from work due to vacation, union leave (as stipulated in Article 7), jury duty, reservist leave, holidays, illness or injury for up to fifteen (15) continuous weeks, unpaid leaves of absence of two (2) weeks or less, and pregnancy or parental leave.
- 20.03** Subject to Articles 20.01 and 20.02, employees whose normal work week is less than the standard work week for their job classification as stated in Appendix E will earn vacation entitlement on a pro-rata basis with reference to the proportion of the standard work week actually worked.

**20.04** UWO reserves the right to schedule vacation to meet its operational requirements, but shall give some consideration to employees' preferences in this regard. Employees shall indicate their preference, if any, to vacation dates in June, July or August by April 1 in each year. Should conflicts arise amongst employees as to their choice of vacation times submitted by April 1 above, the respective Seniority of such employees shall also be considered in the final determination of the vacation schedule. The foregoing vacation requests shall be confirmed or denied by April 15.

In any case, the employee shall be entitled to take her earned vacation each year.

**20.05** It is expected that an employee will use earned vacation entitlement so that the unused portion will not exceed twenty-five (25) days at any time. However, in special circumstances and upon written application to the Dean, Budget Unit Head or designate, an employee may be permitted, subject to the discretion of the Dean, Budget Unit Head or designate to accumulate earned vacation entitlement to a maximum of forty (40) days. If approved, such permission will be in writing.

If an employee accepts a new position with a different department, an employee may be permitted to transfer a maximum of ten (10) vacation days. In such cases, accrued vacation over and above ten (10) days will be paid out.

**20.06** When a holiday referred to or designated under Article 21 occurs during an employee's vacation, it will not be recorded as a vacation day, but as a holiday under Article 21.

**20.07** An employee shall be paid vacation pay in the amount of the regular rate of pay for the period of the vacation.

**20.08** Notwithstanding any other provisions in this article an employee who regularly works twelve (12) hour shifts as set out in Article 32.04 shall earn paid vacation in the following manner:

- a) At the rate of ten (10) hours for each of the first twenty-four (24) complete calendar months of Service -- up to 120 hours per year; or
- b) Upon completion of two (2) years of Service, at the rate of 13.33 Hours per month -- up to 160 hours per year; or
- c) Upon completion of nineteen (19) years of Service, at the rate of 16.67 hours per month -- up to 200 hours per year.
- d) Upon completion of twenty-eight (28) years of Service, at the rate of 17.33 hours per month – up to 208 hours per year.

In addition, employees will be provided with forty (40) hours paid vacation upon the completion of nineteen (19) years of Service.

**20.09** Each unit shall keep one (1) record indicating each employee's accrual and use of vacation time, which shall be available for the employee's review.

## ARTICLE 21 - PAID HOLIDAYS

**21.01** Employees will be granted the following holidays on the day on which the holiday occurs or is celebrated by the University:

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

In addition to the foregoing holidays, each employee will be entitled to one floating holiday to be taken, subject to the work requirements of the unit, at the employee's request. Such request shall not be unreasonably denied. Such floating holiday shall be taken by June 30th each year and shall not be subject to carry forward to the next year.

Except as provided in Article 21.06, where Christmas Day, Boxing Day and/or New Year's Day fall on Saturday or Sunday, UWO shall designate alternate day(s) as the holiday(s), in accordance with the End of Year holiday chart on Appendix D. President's Day shall also be fixed in accordance with Appendix D. If Canada Day (July 1) falls on a Saturday or Sunday, UWO shall designate an alternate day as the holiday.

**21.02** Subject to Article 21.03, employees shall receive their regular daily pay as holiday pay, whether they are required to work or not.

**21.03** In order to qualify for payment for the holiday or days designated in Articles 21.01 and 21.05, the employee must work her full scheduled hours of work on her work day immediately before the holiday or holiday period and her full scheduled hours of work on her work day immediately following the holiday or holiday period, unless she is on an approved paid leave of absence, such as vacation, on one or both of these qualifying days.

**21.04** In addition to the holiday pay provided for in Article 21.02 and subject to Articles 21.03 and 21.07, employees who are required to work on any of the holidays or days designated as such under Article 21.01, excluding the floating holiday, shall be paid at the rate of time-and-one-half (1.5 x) their regular hourly rate for each hour worked or provided equivalent time-and-one-half (1.5 x) off.

**21.05** In accordance with the End of Year holiday period, as expressed in Appendix D, at least one (1) and up to three (3) other days shall be designated by UWO as days off with regular pay. Employees shall be entitled to holiday pay in accordance with Article 21.02 and subject to Article 21.03. In addition to the holiday pay provided for in Article 21.02 and subject to Article 21.03, if an employee is required to work on one of the days designated in this sub-Article, the employee shall be paid at the regular hourly rate of pay for each hour worked or provided with equivalent straight time off.

**21.06** Those employees whose work schedules are subject to rotating work weeks, including regular work schedules on weekends, shall be entitled to holidays and holiday pay as follows:

- a) In accordance with Article 21.02 and subject to Article 21.03, employees shall receive their regular daily rate, up to a maximum of eight (8) hours, as holiday pay, whether they are required to work or not; and
- b) If the employee does work on the holiday or the appropriately designated holiday (under Articles 21.01 or 21.06, as the case may be, and subject to Article 21.07), the employee shall be paid at the rate of time-and-one-half (1.5 x) her regular hourly rate for each hour worked or provided equivalent time-and-one-half (1.5 x) off.

These employees shall have Christmas Day and New Year's Day designated as December 25 and January 1 respectively. Where under Article 21.01, UWO designates Christmas Day or New Year's Day to be on days other than December 25 or January 1 respectively, the days designated under Article 21.01 shall not be considered holidays but normal days of work for all employees covered by this sub-Article.

**21.07** In addition to the holiday pay provided for in Article 21.02 and subject to 21.03, and notwithstanding any other provision, employees required to work on Christmas Day (December 25) or New Year's Day (January 1) shall be paid at the rate of double (2x) their regular hourly rate for each hour worked on said days or provided equivalent double time off. Where under Article 21.01, UWO designates Christmas Day or New Year's Day to be on days other than December 25 or January 1 respectively, the days designated under Article 21.01 shall not be considered holidays for any employee who works on December 25 and/or January 1.

**21.08** For employees whose regularly scheduled hours of work vary from week to week, the regular pay for a holiday will be based on the regular wages and vacation pay over the previous four weeks worked divided by twenty in accordance with the Employment Standards Act 2000.

**21.09** After consultation with the employee, the UWO will schedule time off for employees who work on a holiday within twenty (20) days prior to or following such paid holiday or at time mutually agreed upon. If by the end of the calendar month the time off has not been scheduled, then UWO shall pay premium payment for the work.

## **ARTICLE 22 – EDUCATIONAL ASSISTANCE PLAN**

**22.01** The Educational Assistance Plan is established, and will be maintained, for the purpose of encouraging employees to obtain additional education to assist in their career development and to provide financial assistance to those who do so in accordance with this Article.



**22.02** This Article applies to those employees who are on active employment as defined in Article 20.02 at the beginning of the course(s) involved and to Continuing or Sessional employees who are on an unpaid education leave of absence in accordance with Article 23 at the beginning of such eligible courses. If an employee voluntarily terminates her employment or is terminated for just cause prior to the completion of the course, that individual shall be liable to UWO for the full amount of tuition advanced. Notwithstanding the foregoing, this article applies to Sessional Employees who are on their regular recurring absence from work (RRA) on the condition that such employees must return to their position at the University for at least six (6) months. If such employees fail to return to the University at the end of their RRA and remain in the employ of the University for at least six (6) months, then they shall be liable to the University for the full amount of the reimbursement received and such amount shall be withheld and/or deducted from any monies owed by the University to the employee.

**22.03** For each full or half course taken for credit at UWO, the employee will be reimbursed the equivalent of the tuition fee for a basic undergraduate full or half course, whichever is applicable, in UWO's Faculty of Arts and Humanities. A maximum of \$100 will be reimbursed on submission of receipt upon the successful completion of a course for the purchase of textbooks. Supplementary expenses such as activity fees, and lab fees shall not be reimbursed. UWO may only refuse to grant an application for educational assistance under this sub-article in the circumstances set out in Article 22.05. All taxes form part of the full tuition and textbook cost for the purposes of this Article.

Notwithstanding the foregoing, employees who are registered as part-time graduate Masters students at the UWO will be eligible for financial assistance for tuition per term based on the pertinent part-time Masters graduate tuition fee of a typical Masters graduate program in the Faculty of Arts and Humanities for the expected duration of the program, up to a maximum of four years.

**22.04** Employees shall be eligible for assistance for courses taken at institutions other than the UWO and/or non-credit courses at UWO in accordance with this Article. The course(s) must be related to the present work duties or anticipated career plan for the individual within UWO. A course is defined as a series of academic lectures which culminates in an examination and/or grade being awarded. Reimbursement will be on the basis of the tuition fee (not supplementary expenses, such as activity fees or lab fees) of each course to a maximum of the basic undergraduate tuition cost of two (2) full Faculty of Arts and Humanities courses at UWO per year, with the year running from June 1 to May 31. A maximum of \$100 will be reimbursed on submission of receipts upon the successful completion of a course for the purchase of textbooks. The end of the course (the last day of classes or exam date whichever is later) shall determine the year to which the course is credited. UWO shall determine whether an application under this sub-article will be approved. All taxes form part of the full tuition and textbook cost for the purposes of this Article.

**22.05** Courses shall not be taken during normal working hours unless the Dean, Budget Unit Head or designate agrees to it. The parties agree that the operational needs of the unit shall be pre-eminent in deciding whether to permit an employee to take a course during working hours. If a course at UWO is required in the degree program and cannot be accommodated outside the Continuing or Sessional employee's normal working hours, the Continuing or Sessional employee shall provide confirmation from the Faculty of the Dean, Budget Unit Head or designate as to the availability of the course. Upon confirmation by the Faculty, the UWO shall grant the employee's request to attend the course during normal working hours. Such employees will be required to make up these hours at another time satisfactory to the Dean, Budget Unit Head or designate. UWO shall respond in writing to any such request.

- 22.06** Applications for Educational Assistance shall be made available to employees by the Department of Human Resources. Employees shall forward their applications to the Department of Human Resources for consideration in accordance with this Article. Employees shall be advised in writing, as soon as possible, whether their application has been approved or denied.
- 22.07** Reimbursement shall be by direct payment to the employee after proof that the course was passed and the registration fee bill, with proof of payment, has been provided to the Department of Human Resources, unless the fees are paid in advance in accordance with Article 22.08 or 22.09. When a course is taken under Article 22.04, an employee who experiences financial hardship as the result of the requirement to pay tuition in advance may make application to the Department of Human Resources for an advance of the tuition fees. Such application shall include the reasons for the hardship and the tuition fee invoice. If application is made before the time of registration, information from the institution as to the amount of tuition shall be included in place of an invoice. Employees will be advised as soon as possible whether their application has been approved or denied. The UWO will not unreasonably deny such applications. Where such requests are accepted, the UWO shall advance the tuition at the time a tuition fee invoice or acceptable substitute is supplied. If the course is not completed or passed, Article 22.08 applies.
- 22.08** The tuition fees eligible for reimbursement under Article 22.03 for UWO credit courses shall be paid in advance by UWO, subject in all cases to all other requirements of this Article being met. If the course is not completed or passed, the funds advanced for the course shall be repaid in equal monthly installments by payroll deductions as agreed by UWO and the employee in advance. The requirement to repay may be waived in compelling circumstances, but on only one occasion per employee, and in such cases, this sub-article would not apply until the employee subsequently completes Article 22.07 in respect to the next course for credit at UWO.
- 22.09** UWO may request that employees take certain courses of study which will be advantageous to both the employee and UWO. In such cases, if the employee consents, UWO shall bear the full cost of the courses, and will grant the employee sufficient time away from normal duties to pursue the course of study, and such time shall be treated as straight time worked to be compensated at the regular rate of pay or equivalent straight time off. Such arrangements must be recorded in writing and agreed to by both parties before the course is taken.
- 22.10** The UWO shall not require a university degree for a position unless it is reasonably required. Where, upon review of a position, the UWO establishes new or higher educational requirements these requirements shall not apply to the current incumbent who assumed the position prior to the establishment of the new or higher educational requirements.

## **ARTICLE 23 – LEAVE OF ABSENCE WITHOUT PAY**

- 23.01** UWO may grant leaves of absence without pay up to twelve (12) months subject to the operating requirements of the unit concerned. The leave shall be granted at the discretion of UWO which discretion will be exercised in a reasonable manner.

- 23.02** a) An employee's request for a leave of absence must be made in writing to the Dean, Budget Unit Head or designate at least four (4) weeks in advance of the requested leave. The request shall state the period of time involved and reasons for the leave. For those employees requesting an unpaid leave of absence for education purposes, such request must explicitly state this. A written reply will be given within ten (10) days of the request, and if the request is denied, reasons shall be set forth in writing for the denial.
- b) Notwithstanding the foregoing, an employee's request for an education leave of absence without pay must be made in writing to the Dean, Budget Unit Head or designate at least three months in advance of the requested leave with a copy to the Associate Vice-President (Human Resources). The request shall state the objectives for the leave, the start date, proof of acceptance to or eligibility for continuance in an academic program, and the proposed length of absence. A written reply will be given within thirty (30) days of the request, and if the request is denied, reasons shall be set forth in writing for the denial. In exceptional circumstances, i.e. late acceptance, the consideration of a request will be at the discretion of the Dean, Budget Unit Head or designate.
- 23.03** When a leave of absence is granted, UWO will provide the employee with a letter outlining the details of the leave. This letter will be signed by both the employee and the Dean, Budget Unit Head or designate.
- 23.04** Subject to Article 33, the leave of absence shall be without pay, group insurance benefits or pension contributions. However, an employee may continue group insurance benefits or pension contributions provided they pay the full cost of their contributions or premiums, if any, as well as those of UWO, to UWO by monthly post-dated cheques. If requested, UWO shall provide an information session to employees respecting benefits during the leave of absence.
- 23.05** For leaves of absence with a duration in excess of two (2) weeks or fourteen (14) calendar days, Service, shall not accrue for employees after the first two (2) weeks or fourteen (14) calendar days. Seniority shall continue to accrue in accordance with Article 10.01 (d)
- 23.06** The employee who elects to return from an unpaid leave of absence of two months or more prior to the original date of return will notify the Dean, Budget Unit Head or designate in writing at least six (6) weeks in advance, giving the revised date of return, unless there is mutual agreement otherwise.
- 23.07** The employee shall be entitled to return to her position upon the end of the leave of absence, unless the position no longer exists, in which case, she may exercise her rights under Articles 13 to 16.
- 23.08** Employees taking leaves of absence may also apply for deferred salary leave under Article 33.
- 23.09** Unless the employee gives notice at least eight weeks prior to the end of the unpaid education leave that she will not be returning to her position upon completion of such leave, the employee may be required to return to the UWO for a period of up to six months at the discretion of the Dean, Budget Unit Head, or designate; if not, she will be required to reimburse the UWO for the funds paid under Article 22.

## **ARTICLE 24 – SICK LEAVE AND DISABILITY INCOME PROTECTION**

- 24.01** UWO shall provide the following program to assist employees who are absent from the workplace due to illness or injury. Employees have a responsibility to make every effort to ensure that they return to work in a state of health and well-being which will enable them to perform their job to the best of their abilities.
- 24.02** a) Employees are eligible to receive their full salary while absent from work due to illness or injury up to a maximum of fifteen (15) consecutive calendar weeks (105 consecutive calendar days) except as described in Articles 24.03 and 24.04 and generally subject to the rest of this article.
- b) Notwithstanding any other provision, Sessional employees are eligible to receive their full salary while absent from work due to illness or injury up to a maximum of fifteen (15) consecutive calendar weeks (105 consecutive calendar days) or to the end of the regularly recurring period of work, whichever is the earlier, except as described in Articles 24.03 and 24.04. During the regularly recurring absence from work, she will not be eligible for sick leave benefits.
- 24.03** If there is a recurrence of the same or related illness or injury during the first four (4) weeks following an employee's return to work on a full-time basis from sick leave, the employee is entitled to the unused portion of the original fifteen (15) week period of sick leave.
- 24.04** Subject to Article 24.02 b), in the event an employee on sick leave is able to return to work on a part-time basis within the fifteen (15) week period, the fifteen (15) week sick leave period will be extended by the amount of time actually worked by the employee during the initial fifteen (15) week sick leave period.
- 24.05** Employees will report any illness or injury attributed to the workplace to the Dean, Budget Unit Head or designate as soon as possible.
- 24.06** An employee is obliged to inform the Dean, Budget Unit Head or designate as soon as reasonably possible of her absence due to illness or injury, her expected return to work date, and any change to her expected return to work date.
- 24.07** If requested, after an absence of five (5) days, and when requested thereafter by UWO, the employee must provide a written statement from a Medical Doctor stating the employee's ability to attend and perform work, and the estimated date of return to work. Consistent with its obligations under the Human Rights Code and this Agreement, UWO shall not abuse its right to request medical verification of illness by making unnecessary requests for medical documents.
- 24.08** Subject to, and in accordance with Article 24.15, the UWO will reasonably accommodate employees who require accommodation due to disability in the following order of priority:
- a) In her own position;
  - b) In her own Department, in the same or similar position;
  - c) In her own Faculty or Administrative Unit (as defined in Appendix C), in the same or similar position;

- d) Outside her Faculty or Administrative Unit, the same or similar position;
- e) In another suitable position, first in her own department, then Faculty or Administrative Unit, then campus-wide.

The University will take all reasonable steps to ensure accommodation specific to an individual's needs is provided in a timely and effective way.

**24.09** If requested by UWO, prior to a return to work following an injury or illness-related absence of more than 2 weeks (10 days), the employee will provide a written statement to the Rehabilitation Coordinator from their Medical Doctor that outlines:

- a) the employee is able to return to work on a full-time basis without restrictions; or
- b) the employee is able to return to work, with the nature and duration of any work restrictions described.

Employees absent for more than 2 weeks (10 days) must contact and work with Rehabilitation Services prior to returning to work.

**24.10** UWO reserves the right to require medical certification of illness or injury, and information relevant to the employee's ability to attend and perform work either from the employee, her Health Care Professional and/or from a medical examination by a Health Care Professional mutually agreed upon by UWO and the employee, whenever UWO considers such action necessary. Should there be no agreement between the employee and UWO within five (5) days, such medical examination will be carried out by the Workplace Health Unit at UWO. The costs associated with any medical certification, including that referred to in Article 24.07 and 24.09, and the cost of the medical examination referred to in this subclause will be paid by UWO.

Nothing in this clause shall permit nor allow any disclosure of medical information from the Workplace Health Unit other than the results of specific examination referred to herein.

**24.11** Employees off work on account of a work related injury shall be paid full salary by UWO for up to the first fifteen (15) weeks of any such absence, and any benefits (not including a Non-Economic Loss Award) from the Workplace Safety and Insurance Board ("the WSIB") shall be paid to UWO. Thereafter, if she continues to be so entitled, the employee shall receive benefits directly from the WSIB.

**24.12** If an absence due to illness or injury continues beyond the 105 calendar days of sick time, the employee may qualify for benefits as outlined in a) and b) below only in accordance with, and to the extent of, the terms of legislation and/or the Long Term Disability benefits (LTD) policy in effect.

- a) For a disability resulting from workplace injuries or illnesses, the WSIB will pay the employee directly. The employee may also qualify for Canada Pension Disability benefits. Subject to the LTD policy, in the event that disability benefits from all sources are less than 85% of the indexed net salary in effect on the first day absent, the employee may qualify for partial LTD from the University Group Disability Insurance program, or

- b) For a disability resulting from non-work related injuries or illnesses, the employee may be eligible for LTD through the University Group Disability Insurance program and Canada Pension Disability.
- c) Benefits as described in this clause will end at Normal Retirement Date along with coverage.

**24.13** Notwithstanding any other provision of this Agreement, individuals, employees or otherwise, who continue to qualify for Workplace Safety and Insurance Benefits or who qualify for LTD beyond the 105 day sick leave period, will have their supplemental health care, dental, vision care, pensions and basic life insurance benefits continued and paid for by the UWO while covered by the benefits provided by these programs.

**24.14** For employees who are absent from the workplace due to illness or injury, UWO and UWOSA will support a proactive and collaborative return to work program. Employees have a responsibility to participate in such a program, if possible, in light of their medical condition. The program will involve the joint efforts of the employee, a UWOSA representative, the employee's Medical Doctor, the Dean, Budget Unit Head or designate, and Rehabilitation Services. If the return to work program involves assessments of physical ability by the Rehabilitation Coordinator or other UWO officials, or an independent third party, the costs of these assessments shall be paid fully by UWO.

**24.15** In all cases, the return to work program shall be consistent with the parties' duty to reasonably accommodate an employee's disability, short of undue hardship, in accordance with the provisions of the Ontario Human Rights Code.

**24.16** UWO will keep employees on sick leave under Article 24.02 informed of significant workplace developments.

**24.17** Employees employed before October, 1969, retain the unused portion of their sick leave coverage credited to them to June 30, 1972, up to a maximum of six (6) months (26 weeks). If, after an absence of fifteen (15) weeks due to a non-occupational illness or injury, an employee is still unable to return to full-time employment, any unused accumulated sick leave credits up to a maximum of eleven (11) additional weeks will be used to pay the difference between the LTD and full salary.

**24.18** Given that the nature of the employee's illness or injury is confidential, in cases where the Dean, Budget Unit Head or designate contacts an employee at home, the employee is not required to answer questions regarding the specific nature of the illness.

**24.19** If sick leave records are kept by the unit, an employee's record shall be accessible to that employee upon request.

**24.20** The parties agree that the representatives of the UWO and UWOSA will meet regularly as mutually agreed between the parties on issues regarding differences or difficulties respecting any employee's return to work or the return to work program. Representatives from Rehabilitation Services along with at least one representative from Staff Relations shall be the individuals from UWO who will participate in these meetings.

## **ARTICLE 25 – HEALTH CARE APPOINTMENTS**

- 25.01** UWO recognizes the need for employees to periodically visit health care practitioners as recognized by OHIP or UWO's Group Dental and Extended Health Insurance Plans. Whenever possible, employees will arrange medical and dental appointments at times outside of working hours. When this is not possible, employees shall arrange such appointments as near as possible to the beginning or end of their work day.
- 25.02** Employees must inform the Dean, Budget Unit Head or designate as far in advance as possible of any medical or dental appointment made during working hours. Under this Article, such employees need not reveal the nature of the health care appointment.
- 25.03** An appointment for health care under this Article will be considered a leave of absence with pay, unless such appointments become excessive, in which case the Dean, Budget Unit Head or designate may require the employee to make up the time.

## **ARTICLE 26 – COMPASSIONATE LEAVE**

- 26.01** The University does not place any unreasonable limit on compassionate leave required of an employee when a death occurs in her immediate family. The Dean, Budget Unit Head or designate will determine the appropriate duration of the leave after consultation with the employee. Consideration of the need to make arrangements for and/or to attend the funeral or memorial service, will formulate the basis upon which the duration of the absence will be assessed. The Dean, Budget Unit Head or designate will determine the paid portion of such compassionate leave in her sole discretion.
- 26.02** For the purpose of this Article, the immediate family shall mean the employee's spouse (including common-law of the opposite or same sex), parent, step-parent, mother in-law, father in-law, grandparent, grandchild, brother, brother in-law, sister, sister in-law, son, son in-law, daughter, daughter in-law or step-child.
- 26.03** The appropriate Dean, Budget Unit Head or designate may, in her discretion, allow other leaves of absence up to a maximum of 3 working days with or without pay for other compassionate grounds such as to attend funerals of a friend or distant relative or to attend to urgent/critical health needs of the family.
- 26.04** Leaves for the care of sick children or relatives not covered in Article 26.02 shall be without pay unless mutually agreeable arrangements are made for the employee to make up the time or utilize accrued vacation entitlement.
- 26.05** An employee should request a compassionate leave as soon as possible, as well as provide the basis for the request.

## **ARTICLE 27 – JURY DUTY, WITNESS DUTY AND CITIZENSHIP**

- 27.01** Except for any proceeding between UWOSA and UWO, UWO shall assist employees in meeting their civic obligations by granting said employees leave without loss of regular pay or reduction of benefits when summoned for jury duty, or subpoenaed as a witness to court proceedings to which the employee is not a party.
- 27.02** The employee must present a copy of the summons or subpoena to the Dean, Budget Unit Head or designate which indicates the period of jury duty or witness service required.
- 27.03** To qualify for leave without loss of regular pay during periods described in Article 27.01, the employee must provide evidence confirming the period of jury or witness duty served.
- 27.04** An employee becoming a Canadian citizen shall be entitled to a half day off with pay in order to attend the citizenship proceedings.

## **ARTICLE 28 – PARENTAL AND PREGNANCY LEAVE**

- 28.01** Following thirteen (13) weeks of Service, an employee shall be eligible for pregnancy and/or parental leave as defined in the Employment Standards Act.
- 28.02** Pregnancy leave shall extend for up to seventeen (17) weeks, and may be initiated at any time within seventeen (17) weeks of the expected delivery date of the employee's newborn baby. Notice of intent to take pregnancy leave should be made at least three (3) months in advance of the anticipated delivery date.
- 28.03** Parental leave, separate from pregnancy leave, shall be a flexible leave, and shall be extended to any employee who becomes a parent of a newborn or newly adopted child(ren). The birth mother shall be entitled to a leave of thirty-five (35) weeks, whereas the father shall be entitled to a leave of thirty-seven (37) weeks. Both the mother and the father of an adopted child shall be entitled to a leave of thirty-seven (37) weeks.
- 28.04** A female employee who has taken a pregnancy leave, if she chooses to take a parental leave also, shall take the parental leave immediately following the pregnancy leave, unless the child has not come into the care and control of the mother at the end of the pregnancy leave (e.g. is hospitalized) in which case alternative arrangements respecting the timing of the parental leave may be made.
- 28.05** Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy, and/or delivery of the infant, will be treated in accordance with Article 24. Employees unable to return to work because of illness following such a pregnancy leave or subsequent parental leave associated with the birth of a child must notify UWO as soon as possible.
- 28.06** Vacation entitlement, Service and Seniority shall continue to accrue during the course of any pregnancy or parental leave.



- 28.07** During any period of unpaid pregnancy or parental leave, the University paid portion of the employee's group insurance benefits premiums and pension contributions will be continued on the same basis as provided for prior to the unpaid leave of absence. Benefits of which UWO pays the full cost shall continue without interruption or alteration during the course of all unpaid pregnancy and/or parental leaves as defined in Articles 28.02 and 28.03. At the employee's discretion, and provided the employee arranges with UWO for the payment of the employee share of the costs, those group insurance benefits premiums and pension contributions paid by the employee will be continued. An information session with regard to benefits will be offered by UWO.
- 28.08** As per the Employment Standards Act, the employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position if it does not.
- 28.09** For parents not giving birth, the parental leave must commence within fifty-two (52) weeks after the child is born or comes into the care and control of the parent for the first time.
- 28.10** For the parents of an adopted child, the parental leave must commence within fifty-two (52) weeks after the child is born or comes into the care and control of the parent for the first time.
- 28.11** A Continuing or Sessional employee who qualifies under this Article for pregnancy leave or utilizes parental leave solely in respect of the adoption of a child, has 12 months of Service, and makes the necessary application for, is eligible for, and will be in receipt of Employment Insurance (EI) benefits shall be granted Supplementary Employment Insurance Benefits for the period of the pregnancy leave or for seventeen (17) weeks of the adoption related parental leave. The application for Supplementary Employment Insurance Benefits will be made through the Department of Human Resources. The 12 month period shall be calculated from their Service date to the expected delivery date or the date on which a child comes into the care and control of the parent for the first time. The 12 month period may be waived in the case of the adoption of a child where the date that the child comes into the care and control of the parent is outside the control of the parent. During any period of approved Supplementary Employment Insurance Benefits the group insurance benefits levels will be continued and the group insurance benefits premiums and pension contributions will be continued as they were prior to the leave.

Sessional employees shall only be entitled to Supplementary Employment Insurance Benefits for that portion of the year in which they otherwise would have been working if not for the parental and/or pregnancy leave.

- 28.12** The Supplementary Employment Insurance Benefits referred to in Article 28.11 shall be in the amount of:
- a) 95% of salary at the commencement of the leave paid by UWO for the initial two (2) week waiting period for EI benefits; and
  - b) The difference between the EI benefit level and 95% of the employee's pre-leave salary paid by UWO for the remainder of the eligible leave, not to exceed an additional fifteen (15) weeks.

**28.13** If, before six (6) months have elapsed since her return to work, an employee voluntarily resigns her employment, is discharged for cause, or is terminated through the operation of Article 10.06, she will be indebted to UWO for the sum of monies paid to her by UWO during her pregnancy leave or adoption related parental leave.

**28.14** Employees will not be eligible for supplemental employment insurance benefits on parental and pregnancy leaves after normal retirement date and any supplemental employment insurance benefits will end upon reaching their normal retirement date.

## **ARTICLE 29 – POLITICAL CANDIDACY AND RESERVIST LEAVE**

### **Political Candidacy**

**29.01** An employee who becomes a candidate for public office shall so inform UWO. Public office under this Article is defined to include only those offices set out in Article 29.02. UWO shall grant leave under the conditions set out in this Article.

**29.02** An employee shall be entitled to a leave of absence with full pay and without reduction of benefits during a campaign for election upon the following bases:

- a) for election to the Parliament of Canada: leave for the equivalent of one month;
- b) for election to a Provincial Legislature: leave for the equivalent of one month;
- c) for election as Mayor of the City of London; the equivalent office of another jurisdiction; the London Board of Control; Boards of Education in London; or Municipal or Township Council: leave for the equivalent of ten days.

**29.03** During a campaign for election to public office, an employee shall speak and write as a citizen and not as a representative of the University.

**29.04** Where an employee is elected, she shall be granted leave of absence upon the following bases:

- a) Parliament of Canada: full-time unpaid leave of absence for a period up to five years;
- b) Provincial Legislature: full-time unpaid leave of absence for a period up to five years;
- c) Mayor of the City of London, or the equivalent office of another jurisdiction: full-time unpaid leave of absence for a period of one term of office;
- d) Municipal or Township Council, Boards of Education in London, or the London Board of Control: leave of absence for attendance at sittings of the Council or Board, subject to a pro rated reduction in wages if her responsibilities as an employee cannot be maintained.

**29.05** Where an employee does not return to UWO after the expiry of her full-time leave, she shall be deemed to have resigned.

- 29.06** After the expiry of her political candidacy full-time leave, the employee, if she has not resigned in accordance with the provisions of Article 29.05, shall return to her previous position unless the position no longer exists, in which case she may exercise her rights under Articles 13 through 16 of this Agreement.
- 29.07** An employee under Article 29.04 d) who is re-elected, or runs for office more than once, shall be entitled to make use of this Article for each election and each term of office. Arrangements for an employee to receive a part-time leave of absence under Article 29.04 d) may be renewed indefinitely, in accordance with this Article.
- 29.08** Employees taking full time leaves of absence under this clause shall maintain but not accrue Service or Seniority. Employees taking part-time leaves of absence shall accrue Seniority as per Article 10.01 d) and shall accrue Service.

### **Reservist Leave**

- 29.09** UWO will grant Reservist Leave in accordance with the Employment Standards Act (Ontario), provided the employee has completed at least 6 months of Service. The employee must provide evidence that she is required to take the leave and written notice of the beginning and the end of the leave, at least one month before the leave, if possible.
- 29.10** If the Reservist Leave ends earlier than the original leave end date provided by the employee (as requested under Article 29.09), UWO may postpone the employee's reinstatement for two weeks after the day on which the leave ends.
- 29.11** Where an employee does not return to UWO after expiry of her Reservist Leave, she shall be deemed to have resigned,
- 29.12** An employee on a Reservist Leave is entitled to be reinstated to the same position if it still exists or to a comparable position if it does not. If it does not exist, she may exercise her rights under Articles 13 through 16 of this agreement.
- 29.13** Seniority and Service shall continue to accrue during the leave.
- 29.14** A Reservist Leave shall be without pay, group insurance benefits or pension contributions. However, an employee may continue group insurance benefits and/or pension contributions provided she pays the cost of the employee contributions or premiums.

### **ARTICLE 30 – REDUCED RESPONSIBILITY**

- 30.01** a) A Continuing employee may apply for reduced responsibility status which is defined as a change in her regular work schedule. The normal work schedule may be reduced either in hours per day or days per week.
- b) Whether the reduction is daily or weekly, no individual in a reduced responsibility status may work twenty-four hours or less per week. Employees in a reduced responsibility status on June 30, 2010 are exempt from this provision as long as they remain in an approved reduced responsibility status.

- 30.02** An employee's request for reduced responsibility must be made in writing to the Dean, Budget Unit Head or designate. Each application will be evaluated independently and the Dean, Budget Unit Head or designate will approve or deny the request at her sole discretion, which discretion shall be exercised in a reasonable manner.
- 30.03** If approved by the Dean, Budget Unit Head or designate, details of the reduced responsibility will be confirmed in writing and will be signed by the employee, the Dean, Budget Unit Head or designate, and the Director –Human Resources, or designate.
- 30.04** Salaries and rate of vacation accrual shall be adjusted on a pro-rated basis to reflect the reduction in working hours. Subject to Article 30.05, the following level of benefits, but not duration, shall be reduced to reflect the reduction in working hours: group life insurance; long term disability; pension contributions; sick leave; severance pay and pay in lieu of notice.
- 30.05** Subject to the approval of Canada Customs and Revenue, participants age 55 or over will be provided with pension contributions and Group Life Insurance coverage at their salary level immediately prior to the reduced responsibility.
- 30.06** Within the initial two year period of an approved reduced responsibility arrangement and with thirty (30) calendar days written notice by the employee, return to the previous hours of work will be automatic. At least thirty (30) calendar days prior to the completion of the initial two-year period, the employee will be reminded in writing of the final day she may opt to return to the previous hours of work. If UWO requires any change in a reduced responsibility arrangement at any time, it will provide thirty (30) calendar days written notice to the affected employee.
- 30.07** For the purposes of this Article and after reaching Normal Retirement Date (age 65), if an employee's hours are reduced to less than 60% of their normal hours, the employee will be covered by the Retiree Benefit plan effective at the time of the reduction.

#### **ARTICLE 31 – RETIREMENT AND PENSION PLAN**

- 31.01** UWO shall continue the UWO Pension Plan for members of the Administrative Staff, hereafter called the Pension Plan, and such Pension Plan shall be governed in accordance with the official Pension Plan documents which shall be provided to UWOSA upon request. Any change to the official Pension Plan documents will be provided to UWOSA forthwith upon it taking effect.
- 31.02** Employees will continue to be eligible to participate in the Pension Plan in accordance with the official Pension Plan documents current at ratification. Notwithstanding a break of Service as outlined in Article 10.03 (c), employees may continue to be members of the Pension Plan for Administrative Staff, in accordance with the official Pension Plan documents.
- 31.03** For the purposes of this agreement, the Normal Retirement Date is defined as the first day of the month following an employee's attainment 65 years of age. There will be no mandatory retirement date for any employee whose 65th birthday is on or after December 1, 2006.
- 31.04** The electoral process prevailing at the date of certification for selecting Pension Plan members to sit on the Board of the Pension Plan shall be maintained.

**31.05** Contributions to the Pension Plan shall be made for eligible employees in accordance with the current official plan documents, namely as follows:

University contributions:

7.5% of regular annual earnings if Service under 10 years; or  
8.0% of regular annual earnings if Service more than 10 years, but less than 20 years; or  
8.5% of regular annual earnings if Service more than 20 years.

Service shall be defined in accordance with article 10.03.

Employee contributions:

If most recent date of hire is on or after 1 January, 1991, 2.5% of regular annual earnings.  
If most recent date of hire is before 1 January, 1991, either 6% of regular annual earnings minus amount of CPP contributions or the employee, in her discretion, may reduce contributions to 2.5% of regular annual earnings.

**31.06** There will be no pension contributions beyond the end of year in which an employee attains the age 69.

**31.07** Employees shall provide the Dean, Budget Unit Head or designate with 90 calendar days written notice of their intention to retire and indicate the date of the retirement. Where exceptional circumstances exist, an employee may request that the UWO reduce this notice period. The UWO shall not unreasonably deny such a request.

## **ARTICLE 32 – HOURS OF WORK AND OVERTIME**

**32.01** The standard work week hours for current classifications shall be as set out in Appendix E. UWO shall set the hours of work for a standard work week for new classifications and will so advise UWOSA. The standard work week for any new classification shall be between thirty-five (35) and forty (40) hours per week.

**32.02** It is understood that the provisions of this Article and Appendix E are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day, or days of work per week or for any period whatsoever. Where an employee's regular hours of work per week are to be changed, the employee shall be provided with one (1) month's written notice of the change.

**32.03** Overtime is defined as authorized time worked, over and above:

- a) the first thirty-five (35) hours in any week; or
- b) where the standard work week is greater than thirty-five (35) hours, overtime will be the time worked in excess of the standard work week hours.

**32.04** The parties recognize and consent that in certain limited number of positions (e.g. Dispatch) employees are regularly scheduled to work twelve (12) hour shifts. These employees will be scheduled to work either thirty-six (36) hours or forty-eight (48) hours per week, and their average weekly work schedule will be forty (40) hours.

These employees who regularly work twelve (12) hour shifts will be paid overtime for authorized time worked in the following circumstances:

- a) in weeks when they are scheduled to work thirty-six (36) hours per week, for any hours worked over the first thirty-six (36) hours.
- b) in weeks when they are scheduled to work forty-eight (48) hours per week, for any hours worked over the first forty-eight (48) hours.
- c) in all cases for work in excess of twelve (12) worked hours in any day.

**32.05** UWO, after consultation with the employee, and before the overtime is worked, will determine the method of compensation for authorized overtime worked, which will be either:

- a) payment on the basis of 1.5 x the regular rate of pay for each hour worked; or
- b) time off on the basis of 1.5 x hours off for each hour worked.

If the UWO decides that the employee shall be compensated with time off, the UWO will schedule this time off within twenty (20) days of the overtime worked or at some other mutually agreeable time. If by the end of the calendar month the time off has not been scheduled, then the UWO shall pay premium payment for the work.

**32.06** An employee will be permitted to accumulate up to a maximum of eighty (80) hours of time off on account of overtime worked. All overtime worked in excess of this must be paid in accordance with Article 32.05 a). The employee may take the time off at a mutually agreeable time in light of the operating requirements of the unit and in any case shall be entitled to the time off within one year of it being earned.

**32.07** The parties to this agreement recognize that UWO operations may require the performance of overtime work and that employees will cooperate in the performance of such work. However, an employee shall be entitled to refuse to work more than eight (8) overtime hours in a week or forty-eight (48) total hours in a week, whichever is the lesser, except in the case of emergency.

**32.08** Any shift premium existing at time of certification shall be maintained where it exists, in the same manner and to the same extent as before, for the duration of this Agreement.

**32.09** There shall be no duplicating or pyramiding of overtime or premium payments.

**32.10** For employees whose hours of work vary considerably from work day to work day, the regular pay for a vacation day under Article 20 will be on the basis of the average length of the employee's worked shifts in the thirteen (13) worked weeks preceding the vacation day and in no case will it exceed eight (8) hours.

**32.11** Each unit shall keep a record of overtime hours worked, and the means of payment for that work, which record shall be available for the employee's review.

**32.12** For the purposes of Article 32, leaves pursuant to Articles 20 (Vacation), Article 21 (Paid Holidays), Article 24 (Sick Leave and Salary Continuance), Article 26 (Compassionate Leave), Article 27 (Jury Duty, Witness Duty and Citizenship), and Article 28 (Parental and Pregnancy Leave) shall be treated as time worked.

### **ARTICLE 33 – DEFERRED SALARY LEAVE**

**33.01** Unpaid leaves of absence of six months to one year which have been approved in accordance with Article 23 may be funded through a deferred salary leave agreement signed with UWO. Employees interested in funding their approved unpaid leaves through such an agreement should contact the Department of Human Resources. Application of the provisions of this Article is subject in every case to the requirements of the department concerned and UWO.

**33.02** An employee's salary may be deferred over a one to five-year period. The percentage of nominal salary deferred will range between 5% and 25%. The salary deferred is retained by UWO to be deposited into an interest-bearing account with a bank, trust company, or investment group. The interest rate will be the maximum rate available.

**33.03** The deferred salary will be completely paid to the employee during the leave period on a mutually agreeable schedule. During the leave, income tax is payable on the accumulated deferred salary as it is received. At the request of an employee, but no more than once per year, an accounting shall be provided to the employee of the amount deferred and the interest accrued.

**33.04** During the years of salary deferral, income tax is payable on the actual salary received and also on the interest accrued on the deferred salary. Any interest earned by the deferral of salary will be paid to the employee at the end of each calendar year.

**33.05** The employee must return to UWO for a work period at least as long as the leave.

**33.06** Leave cancellation occurs on termination of employment, death or LTD or WSIB beyond 105 days. The deferred salary plus interest will be paid to the individual, beneficiary or estate subject to tax regulations.

**33.07** Withdrawal or postponement for reasons other than termination of employment, death or disability requires UWO approval in writing at least six months before the scheduled leave whether the change is initiated by UWO or the individual.

**33.08** Benefits coverage on the applicable cost-sharing basis will be continued as follows:

a) During years of salary deferral:

OHIP, Supplementary Health Insurance, Dental - as normal

Life Insurance - based on nominal salary

Sick Leave - based on actual salary

Long Term Disability Insurance - based on nominal salary

Paid Holidays & Vacation – based on actual salary

Canada Pension Plan, Employment Insurance, Worker's Compensation – subject to government regulations

Pension - contributions based on nominal salary

b) During the leave:

OHIP, Supplementary Health Insurance, Dental - as normal  
Life Insurance - based on nominal salary  
Sick Leave - no accrual or payment  
Long Term Disability Insurance - based on nominal salary  
Paid Holidays & Vacation - based on actual salary  
Canada Pension Plan, Employment Insurance, Worker's Compensation – subject to government regulations  
Pension - contributions based on nominal salary

**33.09** All aspects of this Deferred Salary Leave shall be subject to the Income Tax Act and Canada Customs and Revenue rules and regulations.

**33.10** Upon reaching the Normal Retirement Date an employee will be eligible to commence a Deferred Salary Leave only in their last year of employment with the University. In this case, 33.05 does not apply.

#### **ARTICLE 34 – GUARANTEED HOUSING LOAN PLAN**

**34.01** Continuing employees may be eligible for the benefits provided for under the UWO Policy 2.7 – Guaranteed Housing Loan Plan in the Manual of Administrative Policies and Procedures.

#### **ARTICLE 35 – HEALTH AND SAFETY**

**35.01** UWO and UWOSA shall comply with the provisions of the Occupational Health and Safety Act and any applicable municipal and/or federal Health and Safety legislation. UWO and UWOSA shall take all reasonable steps to ensure the workplace health and safety of employees.

**35.02** Employees are responsible for complying with safe working practices on all assignments and adhering to the requirements set out in personal protective equipment policies.

**35.03** In accordance with the Occupational Health and Safety Act, a worker may refuse to work or do particular work where she has reason to believe that the work is likely to endanger herself or another worker. In this case, an employee shall immediately notify the Dean, Budget Unit Head or designate.

**35.04** UWOSA shall have the right to appoint and be represented by two employee representatives from the bargaining unit on UWO's Joint Occupational Health and Safety Committee. UWOSA representation on the Committee shall be no less than any other employee group.

**35.05** Any member of the Joint Occupational Health and Safety Committee shall have a workplace safety-related matter discussed at a Committee meeting by so informing either of the Committee Co-Chairs in writing in advance of the meeting.



**35.06** UWO shall be responsible for informing the employees of any procedures or policies established by UWO and associated with the safe handling of materials or equipment; require them to use any protective devices, clothing, or equipment, and to follow such procedures; and advise such persons of the existence of hazards, of which UWO is aware or ought reasonably to be aware, associated with the employee's employment duties.

**35.07** Members of the Joint Occupational Health and Safety Committee shall inspect the workplace on a regular basis for the purpose of examining the physical conditions of the workplace with inspections scheduled for at least once (1) per month and with the entire University being inspected in the course of every one (1) year. The UWOSA representatives on the Committee shall have an equal right to participate in these inspections without loss of pay or reduction of benefits.

**35.08** a) The UWO is committed to an environment free from general harassment (bullying), workplace violence and domestic violence that emerges in the workplace. Under the *Occupational Health and Safety Act (OHSA)*, workplace violence is defined as:

- The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or,
- A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Some of the types of violence include physical assault, sexual assault, stalking, criminal harassment, robbery, or threats of violence.

- b) Any incident reported to a Supervisor and/or Campus Police will be investigated, and a written summary report of such investigation will be provided to the Co-Chairs of the University Joint Health and Safety Committee.
- c) The parties agree information and training with respect to workplace harassment and violence is important in promoting a safe working and learning environment and will work jointly to continue to promote understanding of expected behaviours in the workplace.

## **ARTICLE 36 – EMPLOYMENT EQUITY**

**36.01** UWOSA and UWO are jointly committed to the principles of employment equity and to integrating these principles within the workplace.

**36.02** Consistent with the requirements of the Federal Contractors Program, UWO's Employment Equity Program will be applied to the following designated groups: women, visible minorities, persons with disabilities and people of the First Nations/Aboriginal community. This program may be referenced in the Manual of Administrative Policies and Procedures (MAPP) on the UWO web site and copies are also available through the Department of Equity Services.

**36.03** UWOSA will have the right to appoint a representative to the President's Standing Committee for Employment Equity.

## **ARTICLE 37 – LONG SERVICE RECOGNITION**

- 37.01** Employees covered by this Agreement will be eligible for the benefits provided for under the UWO Policy 3.5 – Service Recognition in the Manual of Administrative Policies and Procedures. Service shall be defined in accordance with Article 10.03.

## **ARTICLE 38 – ACCESS TO PERSONNEL FILE**

- 38.01** An employee may examine her personnel file(s) maintained in the Human Resources and the current Faculty/Administrative Unit in which the employee has an appointment. The file cannot be removed from the office where it is kept and must be examined in the presence of a member of the Department of Human Resources and/or the Dean, Budget Unit Head or designate.
- 38.02** Upon the request of the employee, a copy of the information contained in the personnel file(s) will be provided at the employee's expense.
- 38.03** In the event an employee believes the information on file is inaccurate, she may add a statement to the file to document that opinion.
- 38.04** UWO may confirm employment at UWO, but shall not forward other information from an employee's file to any outside party without the employee's permission.

## **ARTICLE 39 – EMPLOYEE ASSISTANCE PROGRAM**

- 39.01** UWO shall maintain its Employee Assistance Program (EAP) which shall continue to offer free, confidential and professional counselling service to employees. The counselling shall continue to be provided at an off campus location by an independent agency not affiliated with UWO.
- 39.02** Participation in the EAP shall be open to all Continuing and Sessional employees and remain strictly voluntary and confidentiality shall be strictly maintained unless an employee waives that right in writing.
- 39.03** Utilization, or non-utilization, of the EAP by an employee shall not interfere with that employee's position, employment or opportunities for promotion or advancement within the UWO in any way.
- 39.04** UWOSA will have a representative on the UWO EAP Committee.
- 39.05** Any employee who identifies the need to seek assistance through the EAP may contact the EAP provider directly. Information on how to contact an EAP counselor shall be directed to all eligible employees by means of posters, notices, brochures, etc. It shall also be made available, on a confidential basis, from the Workplace Health Unit, the Department of Human Resources, and through UWOSA.
- 39.06** Initial contact with an EAP counselor must be initiated by the employee. The counselor may not initiate contact with an employee on the basis of a referral by a supervisor, co-worker, family member, etc.

- 39.07** Absences from work necessary to attend EAP counselling sessions will be treated as other health care appointments under Article 25.
- 39.08** The employee may choose to advise UWO that treatment is being undertaken and/or to provide the estimated duration of treatment. Only upon the employee's written request and authorization will such information be provided by the counselor to UWO, and the release of such information shall be authorized by the employee in writing and shall include only the fact that counselling is occurring and the length thereof.
- 39.09** Any such information communicated by the EAP counselor to UWO shall be in written form, and the information shall not be sent unless an employee is given an opportunity to review the information before it is sent to UWO and thereafter approves it for distribution to UWO.

#### **ARTICLE 40 – CONTRACTING OUT**

- 40.01** If a Continuing or Sessional employee is laid off as a direct result of contracting out, the affected employee(s) shall be provided with at least three (3) months notice thereof, in addition to the notice required by Article 13.
- 40.02** In addition to Article 13.01, UWO will promptly inform UWOSA in writing of the following:
- a) the nature of the contracting out;
  - b) the date on which UWO proposes to effect the change; and
  - c) the name and position of any employee who will be laid off.

#### **ARTICLE 41 – CLOSURE OF UNIVERSITY**

- 41.01** When the President of UWO, or designate, decides to close UWO on account of an emergency, including inclement weather, employees shall not suffer a loss of pay or benefits as a result. Employees required to work when UWO is closed by the President or designate shall be entitled to overtime pay for all hours worked during the closure.

#### **ARTICLE 42 – EMPLOYEE TYPES**

- 42.01** Employees covered by this Agreement fall into the following types:
- a) **Continuing Employee:**  
An employee employed indefinitely in a year-round position.
  - b) **Sessional Employee:**  
An employee employed indefinitely in a position for which UWO requires staffing in a regular recurring pattern of work during at least six (6) months of each calendar year and a regular recurring absence from work during the balance of the year.

**c) Term Employee:**

An employee who is employed:

- i) to replace a Continuing or Sessional employee temporarily absent for any reason (e.g. leave of absence, sick leave, pregnancy leave, parental leave) or;
- ii) in a position which UWO reasonably expects at its commencement will end at a definite and predetermined time within twenty-four (24) months or less in the future, and where such end date is stated at the commencement of the appointment.

The terms and conditions of employment for Term Employees are contained in Appendix A.

**42.02** In addition, the parties shall also recognize the term Grant Funded Employee. A Grant Funded Employee shall mean an employee of one of the above employee types, where each of the following conditions prevails:

- a) where the majority of the funds to pay for the position have been made specifically available from an external funding source for research purposes only;
- b) these funds are made available pursuant to a specific arrangement with that external source;
- c) this arrangement specifies that the funds are for a defined and limited project of a defined and limited duration.

Under no circumstances shall a Grant Funded position be identified for displacement, and no Grant Funded employee shall displace another employee. Grant Funded employees shall not be subject to the provisions of Article 32 (Employment Standards Act will apply) or Article 18.

**42.03** For the purpose of this Agreement only, all Sessional employees are not entitled to exercise Seniority rights on layoff on account of a regular recurring absence from work . A Sessional employee shall be deemed to be laid off under this Agreement if she is not reappointed when a regular recurring period of work recommences, or if a regular recurring period of work does not commence. In any case, Sessional employees shall be entitled to make application for posted positions during a period of regular recurring absence from work.

**42.04** All Sessional employees shall receive benefits as follows:

- a) Sick leave – during a regular recurring period of work, as other employees, under Article 24; during a regular recurring period of absence from work, no entitlement. A period of regular recurring absence of work shall be counted as part of the 105 days of sick leave (though unpaid) if one sickness or disability continues from a period of regular recurring work throughout the ensuing regular recurring absence from work and into the next occurring regular recurring period of work. In addition, the payment of disability benefits will only be provided during a regular recurring period of work and not during a regular recurring period of absence.

- b) Benefits listed under Article 45.11, but only during a regular recurring period of work and not during a regular recurring period of absence. During the regular recurring periods of absence, the employee may continue her benefit plans by providing postdated cheques to cover the full monthly premiums to the Department of Human Resources.

**42.05** If a Term employee is employed in a Term position for less than twenty-four (24) months, within one month of the end of the appointment, the appointment may be extended by UWO provided that the total length of the appointment (with extension) is still twenty-four (24) months or less, and further provided UWO reasonably expects that the position will end at a definite and predetermined time in the future, and the end date for the position is re-stated in writing at the time of the limited extension. The UWO shall not extend the term of an employee under this Article more than twice.

**42.06** A Term position will not be occupied for more than twenty-four (24) worked months. If UWO wishes to continue the position beyond twenty-four (24) worked months, such position shall be converted to a Continuing or Sessional position.

Article 12 shall then be applied as follows:

- a) For the purposes of Article 42.06 b) and c) only, the incumbent Term employee will be attributed Seniority equal to the Term employee's continuous length of service since the date of last hire in her current position.
- b) If the employee identified in Article 12.01 a) has less Seniority than the incumbent Term employee, then the employee identified in Article 12.01 a) shall not be assigned to the position.
- c) If no employee is identified in Article 12.01 a) or if the employee identified in Article 12.01 a) has less Seniority than the incumbent Term employee currently in the position, then the position will be posted in accordance with Article 12.01 b). In this case, the incumbent Term employee will be entitled to apply for the position.
- d) If UWO does not continue the position or if the incumbent Term employee is not successful in being placed into this position, she will be terminated and shall not be entitled to any benefits under Articles 13 to 16 inclusive unless such employee is made Term as a result of Rights under Article 15.08.

**42.07** Once a Term appointment has been completed, the Term employee shall be terminated and not entitled to any benefits under Articles 13 to 16 inclusive unless such employee is made Term as a result of Rights under Article 15.08.

**42.08** Where, within the first year of employment in her current position, UWO wishes to terminate a Term employee for reasons other than cause before the fixed end date, two (2) weeks notice thereof, or pay in lieu, shall be provided. Anytime after the first year of employment in her current position, four (4) weeks notice thereof, or pay in lieu, shall be provided.

**42.09** a) Sessional employees are to be informed annually in writing, with a copy to UWOSA, of the anticipated last day of work for each session. Prior to the completion of their period of work, the employee will be informed in writing of the date they are scheduled to return to work from their regular recurring period of absence. These positions signify that an individual hired into them can expect to be re-appointed for as long as the work is required.

- b) The regular recurring period of absence may be changed as a result of the operational requirements of the department. Every effort will be made to provide the affected employee with at least three (3) weeks advance notice of such a change. Copies of such notices will be sent to the UWOSA office.
- c) Sessional employees may agree to work during the regular recurring absence of work. The employee will not regularly work more than 24 hours per week except in the case where the employee is providing vacation or sick leave coverage or special events such as Convocation which are short in duration. The obligation to perform such work is entirely voluntary and refusal to perform it shall cause no penalty to the employee. If the employee chooses to work, she shall be covered by the terms of this agreement for all purposes.

#### **ARTICLE 43 – TEMPORARY ASSIGNMENTS**

- 43.01** If an employee is temporarily assigned to a higher classification for more than two (2) consecutive weeks, that employee shall be paid at the Minimum of the appropriate classification as determined by Human Resources or receive a five (5)% increase in salary whichever is greater. If the difference between the Normal Maximum of the two positions exceeds ten (10) per cent, the employee shall receive the minimum for the position or ten (10)% increase, whichever is greater. Any extra compensation paid under this subclause will be retroactive to the date such duties were assigned. This clause does not apply to vacation replacement assignments of four (4) weeks or less.
- 43.02** Such assignments shall not be permitted to continue past twenty-four (24) months.
- 43.03** The salary treatment for a temporary assignment will not affect the employee's group benefits levels.
- 43.04** This Article, and in particular Article 43.01, applies to temporary transfers to a higher classification outside of the bargaining unit. An employee temporarily transferred to a position in a higher classification outside of the bargaining unit will receive at least the increase in wage rate provided for in Article 43.01. In such cases, the comparable terms for "Minimum" and "Normal Maximum" and the associated wage rates shall be utilized.

#### **ARTICLE 44 – JOB EVALUATION**

- 44.01** UWO will maintain and administer the job evaluation plans existing at the time of certification as they apply to members of the bargaining unit.
- 44.02** Each Dean, Budget Unit Head or designate shall complete a review of the existing job description for each position reporting to her to confirm the actual content and responsibility of the position at least once every three years. This review shall be submitted to the employee who shall be given the opportunity to add her comments.

- 44.03** An incumbent employee or a Dean, Budget Unit Head or designate may request a job evaluation review provided there has been a significant change in the duties or work performed in that job since the last review. In such a case, a Position Description Questionnaire (PDQ) must be completed and signed by the incumbent employee passed to the Dean, Budget Unit Head or designate, who will date stamp it upon receipt. The Dean, Budget Unit Head or designate will either agree with and sign the PDQ, or amend the PDQ as she sees fit and sign it. The Dean, Budget Unit Head or designate shall forward the PDQ for evaluation to Human Resources within forty (40) days, with a copy of the PDQ given to the incumbent employee. Any salary change resulting from a reclassification will be retroactive to the first of the month following the date that the PDQ is signed by the Dean, Budget Unit Head or designate.
- 44.04** Within thirty (30) days, Human Resources shall evaluate the position based on the job evaluation plan. This decision shall be in writing to the Dean, Budget Unit Head or designate and to the employee. This decision shall state the deadline for and manner of appeal.
- 44.05** If an employee or the Dean, Budget Unit Head or designate requests an appeal of the decision of Human Resources, the PDQ and the decision shall be referred to the Job Evaluation Appeals Committee (JEAC) within ten (10) days of receipt of the decision in Article 44.04. The appellant shall send one copy of the material to Human Resources and one copy to JEAC c/o UWOSA. The employee and/or the Dean, Budget Unit Head or designate may make written submissions to the JEAC. The JEAC shall evaluate the position in light of the PDQ, and may interview the incumbent and the Dean, Budget Unit Head or designate if requested by any member of the Committee. The JEAC shall objectively consider the matter and make every effort to reach agreement on the correct job rating in light of the material before it and in accordance with the job evaluation plans. The majority decision of the JEAC shall be made in writing and communicated to the employee and the Dean, Budget Unit Head or designate. The decision shall be final and binding on all parties and not subject to grievance or arbitration under this Agreement.
- 44.06** The JEAC shall consist of three (3) UWOSA representatives and three (3) UWO representatives, with alternates as necessary, and will be co-chaired by two representatives, one from each party. It may meet, deliberate and reach decisions with four (4) members present, two (2) representing each party, but every effort will be made to maintain the same membership on any particular JEAC throughout any one job evaluation.
- 44.07** In the event that the JEAC cannot reach a majority decision, the matter may be referred by any member of the Committee to a single referee agreed to by UWOSA and UWO. Such referee will be selected sequentially from a list of three agreed to in advance by UWOSA and UWO, unless both parties agree to amend this selection process. The decision of the referee will be final and binding on all parties. The cost of the referees shall be borne equally between the parties. The referee shall evaluate the position solely in light of the PDQ and the information JEAC considered, and may also interview the incumbent(s) and supervisor(s) if desired. The referee shall objectively consider the matter and determine the correct job rating in light of the material before it and in accordance with the job evaluation plans. The referee shall make her decision within sixty (60) calendar days of the referral of the matter.
- 44.08** Committee members shall not rate positions which are within their own unit or where there is conflict of interest.
- 44.09** When a new position is created by UWO within this bargaining unit, UWO shall evaluate the position before it is filled and may either establish a new classification, or place the position within an existing classification.

- 44.10** UWO shall provide the necessary information, training and documents to the JEAC members so that they may perform their responsibilities effectively.
- 44.11** During the term of this Agreement, there shall be a joint meeting or meeting(s) of JEAC and Union/Management to discuss and review the current job evaluation plan and classification structure with a view to exploring other alternatives.

#### **ARTICLE 45 – WAGES AND BENEFITS**

- 45.01** UWO shall pay each employee the appropriate rate of pay under Appendix W, X, and Y as applicable, for all regular hours worked based on her classification in Appendix E and the terms of this Article.
- 45.02** If, prior to September 10, 1999 an employee's usual hours of work per week were in excess of the standard work week set out in Appendix E, and UWO had a practice of paying the employee straight time (not overtime pay) for up to five (5) of those hours over the standard work week, then such an employee's pre-ratification usual work week shall be treated as the employee's standard work week for the purpose of Article 32 so long as the usual work week remains as it was prior to ratification. In any event an employee's standard work week shall not exceed 40 hours in a week.
- 45.03** The starting salary for a newly hired employee will be the Minimum of the salary range in the applicable Appendix W, X, and Y unless the new employee has previous pertinent experience, in which case the employee may be started, at UWO's discretion, at another place in the salary range below the Normal Maximum.

Term employees will be paid at least the Minimum of the applicable salary range for their classification. Except as provided for in Article 45.10, Article 45.07 through 45.13 inclusive shall not apply to Term employees.

- 45.04** On July 1 of each year, a nonprobationary Continuing employee whose salary is at or above the Minimum and below the Normal Maximum of her salary range will receive a regular Progress Through the Range (PTR) increase equal to 3% of the employee's current salary on July 1 each year (i.e., after the increase provided for in Article 45.06), except where the employee's new salary would be greater than the Normal Maximum for her current range, in which case the PTR increase will be limited to the amount which is sufficient to increase her salary to equal the applicable Normal Maximum.

The foregoing shall apply in full to non-probationary Sessional employees except that the value of the PTR increase will be equivalent to the 3% cited above multiplied by the number of weeks in the regular recurring period of work in the previous (12) months divided by 52 weeks.

If the granting of a PTR increase to a grant funded employee would cause clear financial hardship in light of the grant funds available, UWO may request that UWOSA waive a PTR increase for a grant funded employee, and if the employee involved agrees to the waiver, UWOSA shall grant the waiver.

The UWOSA recognizes that it is UWO's position that PTR forms part of the total compensation picture for employees.



**45.05** When a Continuing or Sessional employee's salary is at or above the Normal Maximum but below the Long Service Maximum of a classification for four years that employee's salary will be moved to the Long Service Maximum on 1 November coinciding with, or next following, the completion of the fourth full year at the Normal Maximum.

An employee whose salary exceeds the appropriate Long Service Maximum shall receive 50% of the annual basic increase provided for in Article 45.06 so long as the employee's salary continues to exceed the Long Service Maximum under the applicable Appendix W, X, and Y.

- 45.06**
- a) Effective July 1, 2010 the current salaries of all eligible Continuing and Sessional employees shall be increased by 1.5%. In addition, on this date, the current salary grid will be increased by 1.5% as reflected in Appendix W.
  - b) On July 1, 2011 all eligible Continuing and Sessional employees shall receive a 1.5% salary increase. In addition, on this date, the current salary grid will be increased by 1.5% as reflected in Appendix X.
  - c) On July 1, 2012 all eligible Continuing and Sessional employees shall receive a 1.5% salary increase. In addition, on this date, the current salary grid will be increased by 1.5% as reflected in Appendix Y.
  - d) Effective January 31, 2013, all Continuing and Sessional employees shall receive a one-time lump sum payment of \$650.00.

**45.07** Where an employee takes a position classified at a higher level, or her job classification is changed to a higher level in the same occupational series (see Appendix B), or she takes a position in a different occupational series (see Appendix B) which has a Normal Maximum greater than 5% above the Normal Maximum (as reflected in Appendix W, X, and Y), when pro-rated to the new hourly work week, an increase in salary will be implemented to raise the employee's salary to the Minimum of the new range, or to a salary level of 5% over her current salary, whichever is greater.

Where the change in Article 45.07 involves two or more levels, the increase will be to the Minimum of the new salary range or an increase of 10% for two levels and an additional increment of 5% for each level beyond the first two (2) levels, whichever is higher, when pro-rated to the new hourly work week. No promotional increase will be permitted to exceed the Normal Maximum of the new classification. For the purposes of this Article, Salary Grade 9 to 12 are extensions of the Clerical, Library Assistant and Secretarial occupational series and changes from any level in these series to Salary Grade 9 to 12 will be viewed as a change within an occupational series. It is agreed that Secretary IV to SG 10 is a one level move, Clerk IV to SG 10 is a one level move and Library IV to SG 11 is a one level move.

**45.08** A voluntary downward transfer occurs when an employee voluntarily takes a lower rated position in the same occupational series or takes a position in another occupational series where the Normal Maximum is at least 5 % lower than the Normal Maximum of the former position when pro-rated to the new hourly work week if necessary. Where there is a voluntary downward transfer, the new salary will be the Normal Maximum of the new range, or 5 % less per level than the former salary (the reverse of Article 45.07), whichever results in the lower new salary. This provision shall apply in the case of new positions assumed as the result of Article 14, Article 15 and Article 16. Thereafter, Article 45.04 and 45.05 shall apply.

When an employee is involuntarily demoted to a lower rated classification or when the position is reclassified to a lower level as a result of a job evaluation, the employee will not suffer a reduction in pay, except to pro-rate to the new hourly work week if necessary. Thereafter, Article 45.04 and 45.05 shall apply.

**45.09** Where an employee moves from one position to another and the Normal Maximum of the two positions is within five (5) per cent of one another (i.e. "a lateral transfer"), no change in salary will be applied on the transfer. This Article 45.09 shall not apply to a move from Technical 4 to Technical 5.

**45.10** Continuing and Sessional employees shall be paid at the appropriate rate monthly by bank deposit on the second last work day each month. Payment for Term employees shall either be weekly (in arrears) by cheque or monthly by bank deposit on the second last work day each month. UWO may increase the frequency of the pay period provided employees receive at least 60 calendar days notice prior to the change.

Overtime or premiums will be paid no later than in the month following the month in which the overtime was worked or the premium was earned.

**45.11** UWO agrees to continue to provide Continuing and Sessional employees the following group insurance benefit plans and to contribute to the premium costs thereof as provided herein. The specific terms of the plans shall be provided to UWOSA on request. UWO may change the group insurance plan carrier or alter specific terms of the group insurance plans provided there is no reduction in benefits whatsoever from that currently existing:

- a) Group Basic Life Insurance Plan (currently Manulife contract 1878) – UWO pays 100% of the premium costs for the first \$25,000 of coverage (plus \$25,000 which effectively passes on reduced employer employment insurance premiums to the staff), employee pays the premium costs for the remaining coverage under the plan. Upon reaching Normal Retirement Date this benefit will be reduced to \$25,000 of coverage.
- b) Group Extended Health Insurance Plan (includes hospital, travel, extended health care, drug plan) and Group Dental Insurance Plan (both currently Manulife Policy 1878). Members will pay 15% of the cost of extended health and dental benefit claims that do not have a specific dollar maximum. The maximum out-of-pocket cost for Members with single coverage shall be \$450.00 per Calendar Year. The maximum out-of-pocket cost for Members with family coverage shall be \$900.00 per Calendar Year.
- c) Group Long Term Disability Insurance (currently Manulife Policy 1878) – UWO pays the premium costs.
- d) Group Optional Insurance, Dependent Life Insurance, and Accidental Death and Dismemberment Insurance Plans – employee pays entire premium costs if she decides to participate. Upon reaching the Normal Retirement Date an employee will no longer be eligible to participate in Optional, Dependent and Accidental Death and Dismemberment Insurance Plans.
- e) Vision care - \$150.00 per year or \$300.00 in any two years effective July 1, 2002. The vision care benefit may be used for eye examinations and laser eye surgery.

- f) Out of country health care plan coverage for eligible Continuing or Sessional employees and retirees who retire after January 1, 2005 is capped at \$200,000 per person covered per trip.
- 45.12**
- a) Effective April 1, 2012, a Health Care Spending Account (HCSA) will be added to the group benefit program for all Continuing and Sessional employees for the purposes of reimbursement of medical expenses not otherwise covered by the Benefit Plans. Eligible expenses include expenses that qualify for the medical expense tax credit, as defined by the Income Tax Act (Canada) and its Regulations. Each member will be allocated \$325 per calendar year (for family coverage) or \$200 per calendar year (for single coverage) for their HCSA. Unused funds from the HCSA may be carried forward one calendar year, but not beyond. HCSA allocations remaining unused at the end of the second calendar year will be forfeited.
  - b) Upon retirement, Benefits under the Group Extended Health Insurance Plan, and Group Dental Plan will be consistent with those in place for retired UWOSA members as of July 1, 2010. These benefits will be provided under the provisions of the relevant group insurance policies whereby retirees will contribute 15% towards any benefit claim made under the Group Extended Health Insurance Plan and the Group Dental Insurance Plan to a maximum of \$450.00 per calendar year for single coverage and \$900.00 per calendar year for family coverage.
  - c) For UWOSA members who became Continuing or Sessional prior to January 1, 2009, benefits under the Group Extended Health Insurance Plan and Group Dental Plan will be continued for retirees who have 5 or more years of Seniority at their Retirement Date. For UWOSA members who became Continuing or Sessional on or after January 1, 2009, benefits under the Group Extended Health Insurance Plan and Group Dental Plan will be continued for retirees who have 10 or more years of Service at their Retirement Date.
  - d) Employees that retire from the UWO shall also receive a pay out of up to 25 days of unused vacation.
- 45.13** The level of Group Long Term Disability Insurance benefit will be 70% for any claim commencing on or after 1 January 2000.
- 45.14** UWO shall provide and extend to all employees, upon request,
- a) forty (40) hours free access per month to the UWO computer server for the purposes of access to the Internet, and
  - b) free access to the libraries, with borrowing privileges, and
  - c) access to UWO campus recreation facilities at the fee level established by Campus Recreation.

Current and future retirees will be provided with b) and c) above as well as free parking under the current arrangement.

## **ARTICLE 46 – LEARNING, STAFF DEVELOPMENT AND TRAINING**

### **46.01 PREAMBLE**

The parties recognize the benefits and importance of a well-trained work force and acknowledge the organizational and individual benefits to be obtained through learning, staff development and training. Therefore, the parties agree to create the Learning, Staff Development and Training Committee, which shall exist to assist the UWO's planning and provision of initiatives in this area.

**46.02** The parties recognize the importance of ongoing learning and the maintenance of skills in a dynamic work environment. They agree that learning, staff development and training includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning, committee and project participation. The parties recognize their joint responsibility in and commitment to active participation in the area of learning, staff development and training.

- 46.03**
- a) The Learning, Staff Development and Training Committee shall consist of two (2) representatives from UWO and two (2) representatives from UWOSA and be responsible for addressing the planning of learning, development and training initiatives for staff.
  - b) The committee shall meet once per quarter or as mutually agreed. The University agrees to pay for time spent during regular working hours for representatives of UWOSA attending such meetings.
  - c) The parties agree that the responsibilities for learning and development will be shared between the employee and the University.
  - d) The committee will address the planning of cross-campus (generic) learning and development initiatives for staff. The committee will conduct a needs assessment and a gap analysis of the future learning, staff development and training needs of staff.
  - e) The purpose of the committee is to help the University in promoting an environment that supports continuous learning, staff development and training through:
    - i) reviewing annually the university's strategic plan and priorities;
    - ii) provide recommendations with respect to learning, staff development and training initiatives as part of the annual planning process; and
    - iii) develop guidelines for the development, implementation and evaluation of staff development learning initiatives.

**46.04** The University will communicate with employees the various learning, staff development and training opportunities available to them.

**46.05** An employee wishing to obtain training or staff development through Human Resources shall make such a request to the Dean, Budget Unit Head or designate. The Dean, Budget Unit Head or designate shall grant or deny the request at her own discretion, which discretion shall be reasonably exercised. Faculty/Administrative unit operating requirements shall be the major consideration in deciding whether to grant a request.

**46.06** If the staff development or training through Human Resources is work-related, an employee whose request for training has been granted is entitled to time off with pay during regularly scheduled hours of work. In such case, the cost of the training shall be paid for by the unit. If the training or staff development is not work-related, an employee whose request has been granted shall not be entitled to time off with pay unless the Dean, Budget Unit Head or designate agrees otherwise. In this latter case, the unit shall decide whether to pay for the training at its own discretion.

#### **ARTICLE 47 – CLOTHING ALLOWANCE**

**47.01** Where an employee is required by UWO to wear safety footwear at the level of yellow patch or higher in the course of her work, UWO will provide reimbursement with proof of purchase up to \$140 every twenty-four (24) months for yellow patch and up to \$160 every twenty-four (24) months for green patch.

**47.02** For positions which UWO previously provided winter coats at the time of certification, UWO shall continue to provide such coats on the cost sharing arrangements existing on the date of certification.

**47.03** For employees who must wear safety eye wear in the course of their work, UWO agrees to supply safety eyewear at no cost to the employee.

#### **ARTICLE 48 – MERGER, AMALGAMATION OR CONSOLIDATION OF THE UNIVERSITY**

**48.01** Before any plans for the merger, amalgamation or consolidation of the University or its constituent parts is considered by the Board of Governors or the Senate, UWO shall consult with UWOSA in a timely fashion, providing disclosure of such plans, if those plans may affect employees.

#### **ARTICLE 49 – DURATION**

**49.01** This Agreement shall become effective upon the date of ratification by both parties and shall remain in force until 30 June, 2013.

**49.02** This Agreement shall automatically continue thereafter for one (1) year and from year to year thereafter, unless either Party notifies the other in writing within the period of ninety (90) days prior to its expiry that it desires to amend or terminate this Agreement.

#### **ARTICLE 50 – TUITION SCHOLARSHIP**

**50.01** Effective September 2002, the University will introduce a tuition scholarship program for dependent children of employees. The scholarship will be \$1,200 per annum with the following criteria/conditions:

- The UWOSA employee must be a Continuing or Sessional employee.

- The student must be under the age of 26 years and enrolled as a full-time student in a degree program at the University of Western Ontario (main campus; affiliated colleges are included).
- Accessibility to the tuition scholarship is limited to four years, though not necessarily consecutive years.
- Progression requirements must be satisfied to maintain eligibility. If the dependent does not progress, she must pay the cost required to re-establish the program.

**50.02** An eligible dependent child will only be entitled to the maximum of \$1,200 per annum as outlined above.

#### **ARTICLE 51 – CALL IN PAY**

**51.01** An employee who is required to report to work before her scheduled hours of work will receive a minimum of three (3) hours' pay at one and one-half times (1 1/2X) her base hourly rate.

#### **ARTICLE 52 – STAND BY COMPENSATION**

**52.01** As an integral part of some employees' job responsibilities there is a requirement for stand-by assignments. Stand-by refers to the responsibility of a single, assigned employee to be on "stand-by" to respond to emergencies of a specific type, after hours of work.

**52.02** During times an employee is on stand-by, the employee will be required to be available by pager or by phone and able to return to work in an emergency situation. The employee is obligated to be available and able to return to work in an emergency situation, within a reasonable period of time.

**52.03** Employees on stand-by are expected to respond to pages or contact with a call to the number paged within twenty (20) minutes of the initial page/contact.

**52.04** Employees fulfilling stand-by responsibilities after regular hours of work will be compensated at \$0.70 per hour.

#### **ARTICLE 53 – TRAVEL**

**53.01** Employees shall be entitled to the rates set out in the UWO Travel Policy.


**53.02** Travel time to conferences and training opportunities, where attendance is voluntary, outside of the regularly scheduled hours of work will not be considered as time worked. Where possible, travel time will be scheduled during a regular work day. Departments/Faculties and Administrative Units will work collaboratively with staff to ensure that travel arrangements are as convenient as possible to the employee's personal schedule, without incurring unreasonable expenses.

In witness whereof, the Parties have executed this Agreement as of the 5<sup>th</sup> day of November, 2010.

**For the University of Western Ontario  
Staff Association**

  
Deb Novakowski  
President

  
Stephanie Macleod  
Vice President and Negotiations Team Chair

  
Rob Fournier  
Treasurer

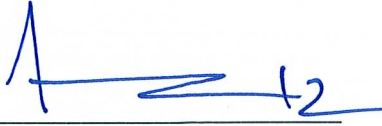
  
Dana Lowry  
Chief Steward


  
Karen Foullong  
Area Steward

  
Roy Forget  
Area Steward

  
Mary Hay  
Business Manager

**For the University of Western Ontario**

  
Amit Chakma  
President & Vice Chancellor

  
Jane O'Brien

  
Susan Grindrod

  
Louise Koza

  
Elana Whalen

  
Melissa White

  
Sandy DeVasto

  
Jennifer Schroeder

## APPENDIX A – TERM EMPLOYEES

1.00 A Term employee as defined by Article 42.01 c) is not subject to the following Articles:

- Article 10 – Seniority and Service Dates, except Article 10.01 b), 10.02 b), and 10.03 and Article 42.06
- Article 11 – Discipline and Discharge (except as provided for in Article 11.06)
- Article 13 – Layoff
- Article 14 – Displacement (other than as provided in Article 42.06)
- Article 15 – Recall Rights
- Article 16 – Preferred Placement
- Article 18 – Technological Change, except 18.02, 18.04, and 18.05.
- Article 20 – Vacation (Employment Standards Act will apply)
- Article 22 – Educational Assistance Plan - except that term employees will be eligible for assistance under the usual terms under Article 22 as long as the course begins and ends during the expected duration of their employment.
- Article 23 – Leave of Absence Without Pay
- Article 24 – Sick Leave / Salary Continuance – But Term employees shall be entitled to five (5) days of sick leave with pay upon being appointed to a Term position for more than eight (8) months duration or upon completion of eight (8) full months of service in a specific Term appointment. Sick leave entitlement shall not be cumulative upon reappointment. Should a Term employee use any portion of her sick leave entitlement, satisfactory proof of illness must be provided to the person outside the bargaining unit to whom the Term employee reports, if requested.
- Article 29 – Political Candidacy and Reservist Leave
- Article 30 – Reduced Responsibility
- Article 32 – Hours of Work and Overtime (except 32.03, 32.05, 32.07 and 32.11 from the effective date of ratification). The standard workweek for Term employees shall not be in excess of 40 hours.

2.00 UWO may discharge a Term employee for any reason unless the discharge is shown to have been made in bad faith.

3.00 An application for employment from a Term employee made within six (6) months of the end of the employee's termination date shall be treated as an application from an "employee applicant" for the purposes of Article 12.03. The Term employee must submit an on-line application to Human Resources during the period of posting.



**APPENDIX B – UWO STAFF CATEGORY**

<b>Occupational Series</b>	<b>Level</b>
Salary Grade	9 10 11 12
Clerk	I II III IV
Secretary	I II III IV
Library Assistant	I II III IV V
Switchboard Attendant	
Draftsperson	III IV
Technical	1 2 3 4 5 6
Computer Services	1
Residence Clerk/Building Guide	
Arena Foreperson	
Storekeeper	I II III IV
Parking Control Officer	
Driver	I II III

## **APPENDIX C – FACULTY/ADMINISTRATIVE UNITS**

Animal Care and Veterinary Services

Arts and Humanities

Business Administration

Campus Community Police

Dentistry

Education

Engineering

Finance

Graduate and Postdoctoral Studies

Health Sciences

Housing and Ancillary Services

Human Resources

Information and Media Studies

Information Technology Services

Institutional Planning & Budgeting

Law

Libraries

Medicine

Music

Office of the Registrar

Physical Plant

Science

Social Science

VP - External

VP - Research

**APPENDIX D – END OF YEAR CLOSING CHART**

Year	Sun	Mon	Tue	Wed	Thurs	Fri	Sat	Sun	Mon	Tue	Wed	Thurs	Fri	Sat
1	C	C*	B*	D	P	N*		N						
2		C	B	D	D	P			N					
3		D	C	B	D	D			P	N				
4				C	B	D			D	P	N			
5					C	B			D	D	P	N	D	
6						C	B		B*	D	D	P	N	
7							C	B	C*	B*	D	P	N*	N

- |    |                        |    |                                |
|----|------------------------|----|--------------------------------|
| C  | Christmas              | P  | Presidents Day                 |
| C* | Christmas observed on  | D  | Designated day (Article 21.05) |
| B  | Boxing Day             | N  | New Year's Day                 |
| B* | Boxing Day observed on | N* | New Year's Day observed on     |

**APPENDIX E – STANDARD WEEKLY HOURS OF WORK AND CLASSIFICATION RANKINGS FOR DISPLACEMENT PURPOSES**

Classification	Level	Standard Hours/Week
Salary Grade	12	35
Draftsperson	IV	35
Computer Services	I	35
Arena Foreperson		40
*Technical	6	37.5
**Salary Grade	11	35
Library Assistant	V	35
Draftsperson	III	35
Salary Grade	10	35
Library Assistant	IV	35
*Technical	5	37.5
Printing Production	V	35
**Salary Grade	9	35
Secretary	IV	35
*Technical	4	37.5
Clerk	IV	35
Printing Production	IV	35
Library Assistant	III	35
Secretary	III	35
*Technical	3	37.5
Storeskeeper	IV	37.5
Printing Production	III	35
**Clerk	III	35
Switchboard		35
*Technical	2	37.5
Secretary	II	35
Storeskeeper	III	37.5
Library Assistant	II	35
*Technical	1	37.5
Printing Production	II	35
Driver	III	40
Clerk	II	35
Locker Attendant		40
Secretary	I	35
Library Assistant	I	35
Parking Control Officer		40
Clerk	I	35
Storeskeeper	II	37.5
Driver	II	40
Storeskeeper	I	37.5
Residence Clerk		40
Booth Attendant		40
Driver	I	40

- \* Technical levels 1-6 may have 35 or 40 standard hours/week in addition to the 37.5 mentioned above.
  
- \*\* It is agreed for the purpose of Article 14 the above groups of classifications shall be treated as 'the same employee classification' and that such classifications shall be fully merged for the purposes of that Article.

**Appendix F – LETTER OF UNDERSTANDING ON Transfer of Work Ivey**

Letter of Understanding  
Between  
The University of Western Ontario (UWO)  
and  
The University of Western Ontario Staff Association (UWOSA)

The parties agree that the Union/Management Committee will review at each scheduled meeting during the life of this collective agreement if there has been any transfer of work from the UWO to Ivey Management Services Inc.

The parties agree that employees of Ivey Management Services Inc., engaged in work relating primarily and directly to the Executive development Program and Ivey Case Publishing are not covered by this collective agreement.

They further agree that Ivey Management Services Inc. shall not employ anyone who would otherwise be covered by this agreement if they were employed by the UWO, other than as set out above.

## **Appendix H – Apprenticeship Program - General Machinist**

Memorandum of Agreement

Between

The University of Western Ontario

And

The University of Western Ontario Staff Association

### **Re: Apprenticeship Program - General Machinist**

Whereas, the University Machine Shop in the Faculty of Engineering employs a number of General Machinist and similar skilled trades and has experienced difficulty recruiting qualified individuals at the journeyman level; and

Whereas, the University Machine Shop would benefit from the development of skilled workers trained to meet the specialized needs of this Shop; and

Whereas, the University Machine Shop has the capacity to offer appropriate work experience for a General Machinist Apprenticeship; and

Whereas, a person hired into a General Machinist Apprenticeship program would become a member of UWOSA; and

Whereas, under a General Machinist Apprenticeship program, individuals would be provided with an opportunity to learn a trade, obtain training, and gain experience under the guidance of a journeyman and would acquire the skills, knowledge and work experience to become a Certified General Machinist;

The parties therefore agree to the following, without prejudice to any other matters which may arise between the parties:

#### Definition of Apprentice

An Apprentice is defined as a person who is employed for the purpose of becoming a licensed General Machinist, and who enters into an agreement with the University to serve the terms and conditions of a registered General Machinist Apprenticeship with the Ontario Ministry of Education and Training.

#### Duration of the Program

The duration of the Apprentice Program for each Apprentice would not exceed 4 years (or 8,000 hours), including related and classroom training. Although the Ministry of Education and Training establishes these hours, advancement through the program may be accelerated at the discretion of the supervisor within Ministry guidelines.

#### Employment Status of Apprentices

During the duration of the apprenticeship program, the apprentice will be considered to be a Continuing Employee under the UWOSA Collective Agreement.

## Recruitment of Apprentices

The University shall have the sole authority to determine the number of apprenticeship positions and to hire into these positions. Vacancies for apprentices shall be posted in accordance with 12.03 (a). Applicants must have the skills, abilities and qualifications to perform the requirements of the position. If there is no employee applicant with the skill ability and qualifications to perform the requirements of the position, UWO may fill the position from any source.

## Wages and Progression Through the Program

The salary of apprentices will be calculated as a percentage of a journeyperson's salary (Technical Level 6 classification), and their level based on their hours of instruction and on-the-job training as follows:

### **Apprentice I**

Entry level position incumbent having zero (0) to one thousand nine hundred and fifty (1,950) hours of instructional and on-the-job training experience; incumbent is paid fifty (50) percent of the normal maximum machinist wage rate as set out in the collective agreement.

### **Apprentice II**

Incumbent having one thousand nine hundred and fifty (1,950) to three thousand nine hundred (3,900) hours of instructional and on-the-job training experience and has successfully completed the appropriate training modules set by the Ministry of Education and Training; incumbent is paid sixty five (65) percent of the normal maximum of the machinist wage rate as set out in the collective agreement.

### **Apprentice III**

Incumbent having three thousand nine hundred (3,900) to five thousand eight hundred and fifty (5,850) hours of instructional and on-the-job training experience and has successfully completed the appropriate training modules set by the Ministry of Education and Training; incumbent is paid seventy five (75) percent of the normal maximum of the machinist wage rate as set out in the collective agreement.

### **Apprentice IV**

Incumbent having five thousand eight hundred and fifty (5,850) to seven thousand eight hundred (7,800) hours of instructional and on-the-job training experience and has successfully completed the appropriate training modules set by the Ministry of Education and Training; incumbent is paid eighty five (85) percent of the normal maximum of the machinist wage rate as set out in the collective agreement.

## Instructional Training

The parties acknowledge that an Apprentice will be required to attend instructional training as provided for by the Ministry of Education and Training to complete required modules. Should such training time conflict with the Apprentice's scheduled hours of work, the Apprentice will be placed on a leave of absence without pay during this period of time. (NOTE: Evening courses may be offered which would not conflict with scheduled hours of work.)

## Completion of the Program



Apprenticeship Training Standards will follow guidelines set out by the Ministry of Education and Training. An apprentice shall progress through the program as outlined above. Quarterly evaluations will be completed. Progress of the apprentice will be reviewed by the journey person(s) overseeing their work and by the Machine Shop Coordinator or his designate.

Advancement may be accelerated at the discretion of the Supervisor per Ministry guidelines. However, should such a review reveal unsatisfactory progress, either in practical or related classroom instruction on the part of the apprentice, the University may cancel the apprenticeship agreement with the employee by providing notice or pay in lieu of notice in accordance with the Employment Standards Act. If the apprentice was a Continuing or Sessional employee immediately prior to acceptance as an apprentice shall be entitled to notice or pay in lieu of notice as outlined in Article 13.02.

As outlined above, an apprenticeship will not be occupied for more than four (4) years. Upon reaching their predetermined employment contract end date, an employee who successfully completed the apprentice program and received a certificate from the Ministry of Skills and Development will:

have the opportunity to apply for a Continuing or Sessional General Machinist vacancy in accordance with Article 12, if such a vacancy does exist.

OR,

have his/her employment terminated, without regards to Articles 11 to 16 inclusive if there is no Continuing or Sessional General Machinist vacancy or (s)he is unsuccessful in his/her application to a Continuing or Sessional General Machinist vacancy. However, an employee terminated under such circumstances will be given Seniority credit for the years employed as an apprentice should they be rehired as a journey person within 12 months of their termination. If the apprentice was a Continuing or Sessional employee immediately prior to acceptance as an apprentice, she shall be entitled to exercise Recall Rights under Article 15 upon termination.

**Appendix I – LETTER OF UNDERSTANDING ON Transfer of Work Schulich**

Letter of Understanding  
Between  
The University of Western Ontario  
-and-  
The University of Western Ontario Staff Association

During the life of this collective agreement, the parties agree that, at each of its scheduled Union/Management meetings, UWO will report on the status of any new or replacement positions that are of a continuing or sessional status, within the Clinical Departmental Offices of the Schulich School of Medicine & Dentistry at London Health Sciences Centre. In addition, UWO will report any new or replacement term positions that have been filled, within the Clinical Departmental Offices of the Schulich School of Medicine & Dentistry at London Health Sciences Centre.

The parties further agree that decisions regarding the hiring of continuing, sessional or term positions within the Clinical Departmental Offices of the Schulich School of Medicine & Dentistry will be made on the basis of the work to be performed. UWOSA eligible positions, whose primary purpose is the support of University-related educational activities, whether those activities occur in the University or a Hospital setting, will be bargaining unit positions.

## Appendix J – Video Monitoring

Letter of Understanding  
Between  
The University of Western Ontario  
-and-  
The University of Western Ontario Staff Association

During the life of this collective agreement, the parties agree that UWO will provide to UWOSA on a quarterly basis a list of the general locations (number of cameras, building, floor and department – see example) of all known video monitoring devices in the workplace. Despite this, the UWO is not obliged to disclose the location of video monitoring devices which are utilized for specific investigations of employee misconduct, which use of video monitoring devices will comply with Article 18.03; and/or excluding sensitive scientific and secure areas. It is understood that these devices will not be used for performance evaluation purposes.

The below is an example:

Building	Floor	Dept	Total cameras
UCC	LOWER	BOOKSTORE	6
	LOWER	STUDENT HEALTH	2
SOCIAL SCIENCE	FOURTH	ECONOMICS	2
CHEMISTRY		PARKING LOT	1

## Appendix L – Article 44 Job Evaluation

Letter of Understanding  
Between  
The University of Western Ontario (UWO)  
And  
The University of Western Ontario Staff Association (UWOSA)

**Re: Article 44 – Job Evaluation Review**

The University of Western Ontario and the UWO Staff Association agree that a review of the current Point-Rating Job Evaluation Plans for Office Support Positions and the Technical Job Evaluation Plan is necessary.

The parties agree that such a review will be conducted by a committee consisting of three (3) members who will be appointed by each party within 30 days of the ratification of this Letter of Understanding (the “Committee”).

The parties shall be entitled to invite external consultants (at their own cost) to attend each scheduled meeting, which consultants shall act in an advisory capacity.

1. The Committee shall recommend to the parties changes to the current job evaluation rating plans in order to ensure compliance with operational and legislative requirements. Specifically, the Committee shall submit its recommendations within 18 months (or such longer time mutually agreed upon by the parties), regarding changes to the job evaluation plan such that:
  - a. one job evaluation plan replaces the two currently in existence; and
  - b. the revised job evaluation plan is a gender neutral rating system.
2. In addition, in revising and combining the two current Plans into one revised Point-Rating Job Evaluation Plan the Committee will also ensure, in particular:
  - That the degree of education properly spans the requirements of all jobs in the bargaining unit.
  - That the number of points and weighting of the points for all factors are appropriately aligned with the job classifications.
  - That the degree descriptions in each factor of the Plan properly reflect the support that the bargaining unit members provide to the University, with specific reference to student and research support in the examples.
3. If there is agreement between both parties on the new job evaluation plan, it shall be implemented so as to ensure pay equity is achieved for this bargaining unit.
4. The Committee will develop an education program for UWOSA members and University leaders that will educate stakeholders on the factors considered in the revised Point-Rating Job Evaluation Plan.

## Appendix M – Seniority and Service Date Transition

Letter of Understanding  
Between  
The University of Western Ontario (UWO)  
and  
The University of Western Ontario Staff Association (UWOSA)

**Re: Article 10 – Seniority and Service Dates**

1. For clarity, Seniority and Service for the purposes of this agreement shall be in accordance with the 2006-2010 collective agreement until December 31, 2010 only.
2. By February 28, 2011, an updated Seniority List shall be provided to UWOSA which includes all required adjustments up to and including December 31, 2010, in accordance with the provisions of the collective agreement expiring June 30, 2010 and such list shall include the data required in Article 10.05 of this collective agreement. This is the last pre-2011 Seniority List.
3. Also by February 28, 2011, an updated Seniority List shall be provided to UWOSA which includes all required adjustments up to and including January 1, 2011, in accordance with the provisions of this collective agreement and this list too shall include the data required in Article 10.05 of this collective agreement. This is the first post-2010 Seniority List.
4. For all Continuing and Sessional employees who become or became members of UWOSA on or before December 31, 2010, their Seniority Date on the first post-2010 seniority list shall be the “Seniority for Lay-off” date reported on the last pre-2011 list. Also for said employees, their accrued Seniority on the first post-2010 seniority list shall be equal to the number of completed months from this Seniority Date up to and including December 31, 2010.
5. For employees whose Seniority Date on the pre-2011 Seniority List is different from the Seniority for Lay-off Date on the same list, the following shall apply:
  - a. The Seniority Date on the pre-2011 list shall be renamed Seniority Date A and included on the first post-2010 Seniority List; and
  - b. after January 1, 2011 this Seniority Date A shall be deemed to be such employee’s seniority for the application of Articles 12 and 20 only. This provision does not apply to those who are not entitled to be on the last pre-2011 Seniority List.
6. For all Continuing and Sessional employees who become or became members of UWOSA on or before December 31, 2010, their Service Date on the first post-2010 seniority list shall be the “Service Date” reported on the last pre-2011 seniority list.

**Appendix N – Parental and Pregnancy Leave**

Letter of Understanding  
Between  
The University of Western Ontario (UWO)  
And  
The University of Western Ontario Staff Association (UWOSA)

**Re: 28.11 – Service to be entitled to leave**

The parties agree that until June 30, 2011, reference to the length of Service shall be one (1) year for application of Article 28.11.

**Appendix O – SAGE Transition**

Letter of Understanding  
Between  
The University of Western Ontario (UWO)  
And  
The University of Western Ontario Staff Association (UWOSA)

**Re: Article Seniority and Service**

The parties agree that:

For one (1) year from the date of ratification of the collective agreement, individuals who are employed in positions identified in Article 2.01 (b) of this Agreement as of September 10, 1999 have the entitlement to apply for vacancies under Article 12 in the collective agreement and, if successful to a posting, can take their Seniority into the bargaining unit.

**Appendix Q – Letter of Understanding Re: Article 2- Recognition**

Letter of Understanding  
Between  
The University of Western Ontario (UWO)  
And  
The University of Western Ontario Staff Association (UWOSA)

**Re: Article 2 - Recognition**

The parties agree that

For the purposes of Article 2.01 (h), an employee shall be considered to be “regularly employed” for more than 24 hours per week when the employment contract specifies the hours of work per week are in excess of 24 hours, or when the employee works more than 24 hours per week in at least nine (9) weeks in any consecutive seventeen (17) week period.



**APPENDIX W – 2010-2011 Salary Ranges for Standard Workweek Hours**

<b>Occupational Group</b>	<b>Level</b>	<b>Job Code</b>	<b>Standard Hours/Week</b>	<b>Minimum</b>	<b>Normal Maximum</b>	<b>Long Service Maximum</b>
Salary Grade	9	SA4X	35	37,503	43,781	45,077
	10	SA5X		38,732	47,199	48,624
	11	SA6X		41,023	50,163	51,760
	12	SA7X		43,943	54,868	56,631
Clerk	I	SC1	35	29,527	32,931	33,790
	II	SC2		30,191	35,062	35,996
	III	SC3		32,360	37,614	38,636
	IV	SC4		36,636	42,709	43,967
Secretary	I	SS1	35	30,947	34,536	35,447
	II	SS2		32,000	37,192	38,202
	III	SS3		34,742	40,420	41,542
	IV	SS4		37,503	43,781	45,077
Library Assistant	I	SL1	35	29,565	32,976	33,839
	II	SL2		31,190	36,242	37,214
	III	SL3		34,821	40,518	41,642
	IV	SL4		39,148	45,815	47,177
	V	SL5		41,023	50,163	51,760
Switchboard Att		SY5		32,360	37,614	38,636
Draftsperson	III	SDP3		41,061	48,243	49,952
	IV	SDP4		43,860	53,679	55,575

<b>Occupational Group</b>	<b>Level</b>	<b>Job Code</b>	<b>Standard Hours/ Week</b>	<b>Minimum</b>	<b>Normal Maximum</b>	<b>Long Service Maximum</b>
Technical	1	ST1	37.5	34,079	38,057	39,107
	2	ST2		36,007	40,230	41,335
	3	ST3		36,562	42,584	43,837
	4	ST4		39,820	46,627	48,013
	5	ST5		40,895	48,829	50,555
	6	ST6		44,704	54,712	56,644
Computer Svcs	I	SCS1	35	37,681	51,372	53,014
Residence Clerk /Booth Attendant		SY1/SY2	40	29,364	34,147	35,217
Arena Foreperson		n/a	40	44,614	52,415	54,272
Storeskeeper	I	SK1	37.5	28,915	32,290	33,302
	II	SK2		29,887	34,760	35,860
	III	SK3		33,271	38,836	40,138
	IV	SK4		36,167	42,405	43,842
Locker Attendant		SY9	40	33,936	39,659	40,988
Printing Production	II	SP2	35	30,350	35,381	36,560
	III	SP3		32,854	38,463	39,756
	IV	SP4		35,801	42,065	43,551
	V	SP5		38,778	45,565	47,171
Parking Control Officer		SY1	40	35,372	37,972	39,440
Driver	I	SD1	40	30,473	34,046	35,115
	II	SD2		31,571	36,746	37,970
	III	SD3		34,255	40,051	41,374

**APPENDIX X – 2011-2012 Salary Ranges for Standard Workweek Hours**

<b>Occupational Group</b>	<b>Level</b>	<b>Job Code</b>	<b>Standard Hours/ Week</b>	<b>Minimum</b>	<b>Normal Maximum</b>	<b>Long Service Maximum</b>
Salary Grade	9	SA4X	35	38,066	44,438	45,753
	10	SA5X		39,313	47,907	49,353
	11	SA6X		41,638	50,915	52,536
	12	SA7X		44,602	55,691	57,480
Clerk	I	SC1	35	29,970	33,425	34,297
	II	SC2		30,644	35,588	36,537
	III	SC3		32,845	38,178	39,216
	IV	SC4		37,186	43,350	44,627
Secretary	I	SS1	35	31,411	35,054	35,979
	II	SS2		32,480	37,750	38,775
	III	SS3		35,263	41,026	42,165
	IV	SS4		38,066	44,438	45,753
Library Assistant	I	SL1	35	30,008	33,471	34,347
	II	SL2		31,658	36,786	37,772
	III	SL3		35,343	41,126	42,267
	IV	SL4		39,735	46,502	47,885
	V	SL5		41,638	50,915	52,536
Switchboard Att		SY5		32,845	38,178	39,216
Draftsperson	III	SDP3		41,677	48,967	50,701
	IV	SDP4		44,518	54,484	56,409

<b>Occupational Group</b>	<b>Level</b>	<b>Job Code</b>	<b>Standard Hours/ Week</b>	<b>Minimum</b>	<b>Normal Maximum</b>	<b>Long Service Maximum</b>
Technical	1	ST1	37.5	34,590	38,628	39,694
	2	ST2		36,547	40,833	41,955
	3	ST3		37,110	43,223	44,495
	4	ST4		40,417	47,326	48,733
	5	ST5		41,508	49,561	51,313
	6	ST6		45,375	55,533	57,494
Computer Svcs	I	SCS1	35	38,246	52,143	53,809
Residence Clerk / Booth Attendant		SY1/SY2	40	29,804	34,659	35,745
Arena Foresperson		n/a	40	45,283	53,201	55,086
Storeskeeper	I	SK1	37.5	29,349	32,774	33,802
	II	SK2		30,335	35,281	36,398
	III	SK3		33,770	39,419	40,740
	IV	SK4		36,710	43,041	44,500
Locker Attendant		SY9	40	34,445	40,254	41,603
Printing Production	II	SP2	35	30,805	35,912	37,108
	III	SP3		33,347	39,040	40,352
	IV	SP4		36,338	42,696	44,204
	V	SP5		39,360	46,248	47,879
Parking Control Officer		SY1	40	35,903	38,542	40,032
Driver	I	SD1	40	30,930	34,557	35,642
	II	SD2		32,045	37,297	38,540
	III	SD3		34,769	40,652	41,995

**APPENDIX Y – 2012-2013 Salary Ranges for Standard Workweek Hours**

<b>Occupational Group</b>	<b>Level</b>	<b>Job Code</b>	<b>Standard Hours/Week</b>	<b>Minimum</b>	<b>Normal Maximum</b>	<b>Long Service Maximum</b>
Salary Grade	9	SA4X	35	38,637	45,105	46,439
	10	SA5X		39,903	48,626	50,093
	11	SA6X		42,263	51,679	53,324
	12	SA7X		45,271	56,526	58,342
Clerk	I	SC1	35	30,420	33,926	34,811
	II	SC2		31,104	36,122	37,085
	III	SC3		33,338	38,751	39,804
	IV	SC4		37,744	44,000	45,296
Secretary	I	SS1	35	31,882	35,580	36,519
	II	SS2		32,967	38,316	39,357
	III	SS3		35,792	41,641	42,797
	IV	SS4		38,637	45,105	46,439
Library Assistant	I	SL1	35	30,458	33,973	34,862
	II	SL2		32,133	37,338	38,339
	III	SL3		35,873	41,743	42,901
	IV	SL4		40,331	47,200	48,603
	V	SL5		42,263	51,679	53,324
Switchboard Att		SY5		33,338	38,751	39,804
Draftsperson	III	SDP3		42,302	49,702	51,462
	IV	SDP4		45,186	55,301	57,255

<b>Occupational Group</b>	<b>Level</b>	<b>Job Code</b>	<b>Standard Hours/ Week</b>	<b>Minimum</b>	<b>Normal Maximum</b>	<b>Long Service Maximum</b>
Technical	1	ST1	37.5	35,109	39,207	40,289
	2	ST2		37,095	41,445	42,584
	3	ST3		37,667	43,871	45,162
	4	ST4		41,023	48,036	49,464
	5	ST5		42,131	50,304	52,083
	6	ST6		46,056	56,366	58,356
Computer Svcs	I	SCS1	35	38,820	52,925	54,616
Residence Clerk		SY1/SY2	40	30,251	35,179	36,281
Arena Foreperson		n/a	40	45,962	53,999	55,912
Storeskeeper	I	SK1	37.5	29,789	33,266	34,309
	II	SK2		30,790	35,810	36,944
	III	SK3		34,277	40,010	41,351
	IV	SK4		37,261	43,687	45,168
Locker Attendant		SY9	40	34,962	40,858	42,227
Printing Production	II	SP2	35	31,267	36,451	37,665
	III	SP3		33,847	39,626	40,957
	IV	SP4		36,883	43,336	44,867
	V	SP5		39,950	46,942	48,597
Parking Control Officer		SY1	40	36,442	39,120	40,632
Driver	I	SD1	40	31,394	35,075	36,177
	II	SD2		32,526	37,856	39,118
	III	SD3		35,291	41,262	42,625