

# **Collective Agreement Between The University Of Western Ontario and U.W.O. Staff Association**

**FOR THE PERIOD  
July 1, 2001 TO June 30, 2004**

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## **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 lay off** means the date of lay off that is required to be specified in the notice of lay off 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;

**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;

**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** includes common-law spouse of the same or opposite sex. A common-law spouse relationship exists when for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse;

**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 Council of Representatives 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, the Grievance Officer, and other employees who are duly appointed to represent UWOSA on any committee, and shall include the Business Manager in any event;

**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**

**4.01** 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, handicap or any other prohibited grounds that may be established in the Code.

**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** The UWO and UWOSA recognize and affirm their commitment to strive for an environment free from sexual harassment. For the purposes of this Agreement sexual harassment is defined as:

a) 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

b) any implied or express promise of reward for complying with a sexual

solicitation or advance, or

c) any threat of reprisal for refusing to comply with an implied or express sexual solicitation or advance, or

d) 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.

**4.05** The UWO and UWOSA recognize and affirm their commitment to strive for an environment free from racial harassment and racial discrimination. For the purposes of this Agreement, race, racial harassment and racial discrimination are defined as follows:

a) race refers to race, ancestry, place of origin, colour, and ethnic origin.

b) racial harassment refers to engaging in a course of comment or conduct of a racially oriented nature that is vexatious and is known or ought reasonably to be known to be unwelcome.

c) racial discrimination shall be defined in accordance with the Ontario Human Rights Code.

**4.06** The current University-wide policies on Sexual Harassment, Race Relations, Acquired Immune Deficiency Syndrome and the Human Rights Tribunal 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.

**4.07** If the informal complaint or mediation process provided for in the UWO Race Relations Policy or UWO Sexual Harassment Policy has been attempted and has failed, a complainant in either a racial harassment or sexual harassment case will have the option to file a formal complaint herself under the UWO Race Relations Policy or the UWO Sexual Harassment Policy or to file a grievance under this Agreement, but not both, provided the employee is notified in writing that filing a formal complaint under the UWO policies eliminates her right to file a grievance under this Agreement.

Similarly, if a complaint is resolved with the complainant's written consent and agreement following the informal complaint or mediation process in the UWO policies,

the complainant shall not file or pursue a grievance under this Agreement based on the same facts or incidents which gave rise to the initial complaint.

**4.08** 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.

**4.09** 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 lay offs, 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 council representative and one alternate council representative per UWOSA designated areas, up to a maximum of 25 areas, who will be authorized to represent employees. The alternate council representative may only act in the absence of the council representative. UWOSA will provide UWO with the names of these council representatives, 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 (Staff Relations) 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 256 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.

**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 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 First Vice-President of UWOSA shall be entitled to full release time of up to 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 First Vice-President.

c) The Grievance Officer will have full release time of 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 Grievance Officer.

*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 other 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) 2 copies of UWO budget and budget report when circulated to the Board; and

b) 2 copies of the annual audited statement of UWO when presented to the Board.

## **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 by the grievor. The Grievance will be stated in writing on a numbered Grievance Form provided by UWOSA, 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.

b) The supervisor named above shall arrange for a meeting within five (5) days of the matter being brought to her attention. The UWOSA Grievance Officer or designate shall be present at this meeting.

c) The supervisor, outside the bargaining unit, shall respond within ten (10) days of the STEP ONE meeting with a copy going to the grievor, UWOSA Office 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 ten (10) days of the reply provided for in Article 8.04 c). The grievance shall also be forwarded to the UWOSA Office 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 grievor, who shall be accompanied by the

UWOSA Grievance Officer or designate and up to one other representative. The UWO may also have two (2) other representatives present.

c) The UWO shall give written reply to the grievance, within ten (10) days of the STEP TWO meeting.

### **8.06 STEP THREE**

a) If the grievance remains unresolved following the STEP TWO process, the grievance must be submitted to the AVP - Human Resources or Director, Staff Relations within ten (10) days of the STEP TWO response.

b) Within ten (10) days of the submission to STEP THREE, a meeting shall be convened by the AVP - Human Resources or Director, Staff Relations. The grievor, and up to three (3) representatives from both UWOSA and UWO shall be permitted to attend.

c) The UWO shall respond to the grievance in writing within ten (10) days of the STEP THREE meeting.

**8.07** If the grievance remains unresolved following STEP THREE, the grievance may be submitted 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 Director, Staff Relations. 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 council representatives have regular duties to perform as employees, council representatives 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 council representatives 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.

## **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 - Division 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 employees, seniority and service shall accrue from the employee's date of last hire.

b) For Sessional employees, seniority and service shall be determined by totaling the regularly recurring periods of work in sessional employment, but not the regularly recurring periods of absence from work, since the date of last hire into sessional employment. However, where, prior to the ratification of this Agreement, there was a break in service of eight (8) months or more between the end of a period of work and the start of another period of work, only those periods of work in sessional employment after such a break in service shall be included.

c) Should a Continuing employee become a Sessional employee, or vice versa, she will be credited with her accrued seniority and service.

d) Should a Term employee become a Continuing or Sessional employee, she will be

credited with seniority and service back to her date of last hire into Term employment.

e) Weeks of part-time employment (i.e. twenty-four (24) hours of work or less per week) do not count for service or seniority purposes.

**10.02** A Continuing or Sessional employee shall be on probation until she has completed sixty (60) worked days. Upon successful completion of the probationary period, the employee will be credited with seniority under Article 10.01, 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 60 days of work in which case the probationary period shall end after 60 days of work;

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.

Upon successful completion of the probationary period the employee will be credited with seniority under Article 10.01.

**10.03** The UWO shall compile and maintain an up-to-date seniority list which shall contain the name of each Continuing or Sessional employee in the bargaining unit, with the following information for each such employee: date of last hire; seniority date; unit; employee type and employee classification. The seniority list shall be in descending order of seniority with the most senior employee at the top. This seniority list will be provided to the UWOSA at least once every year.

**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 and/or vacation. Seniority and service shall be maintained but not accrue for one (1) year after the effective date of lay off. Seniority and service in cases of an unpaid leave of absence shall be in accordance with Article 23.05.

**10.05** Seniority shall be accrued for the first twenty-four (24) months of any disability, work-related or otherwise. Seniority and employment shall be deemed to be terminated if an employee is absent from work for twenty-four (24) months as a result of injury or illness, work-related or otherwise, unless there is a reasonable possibility of an



employee's return to work in the foreseeable future, in which case seniority and service shall be maintained but not accrue after twenty-four (24) months, and the UWO and UWOSA shall reasonably accommodate the employee's return to work. The employee shall remain eligible for LTD benefits after twenty-four (24) months of disability, in accordance with the applicable long term disability plan.

**10.06** Seniority and employment shall terminate if an employee:

- a) resigns, or retires; or
- b) is discharged and not reinstated through the Grievance or Arbitration procedure; or
- c) is laid off for twelve (12) months; or
- d) is absent from work in excess of three (3) consecutive working days without notification or authorization unless a compelling reason is provided; or
- e) fails to return to work within three (3) days of a termination of an authorized leave of absence, unless a compelling reason is provided.

**10.07** 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 except insofar as the provisions of Article 10.11 are applicable in the future. No employee shall be involuntarily promoted to a position outside of the bargaining unit.

**10.08** 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, subject to Article 10.11. No employee shall be involuntarily transferred to a position outside of the bargaining unit.

**10.09** Individuals who were employed in positions identified in Article 2.01 (b) of this Agreement as of September 10, 1999, and were thereafter excluded from this bargaining

unit by virtue of section 1(3)(b) of the Ontario Labour Relations Act, 1995, shall be deemed to have accrued, and continue to accrue, seniority in the same manner as other Continuing employees, provided the individual remains in one of the positions identified in Article 2.01 (b) of this Agreement.

**10.10** A separate seniority list, listing only individuals employed by UWO who are affected by Article 10.09 shall be compiled, maintained and sent to UWOSA by UWO once a year, and this list shall include the same information required in Article 10.03. These individuals shall be entitled to exercise seniority rights in accordance with Articles 12 thru 16, inclusive of this agreement, but are otherwise not affected by this agreement, while working outside of the bargaining unit. In the event that one of these individuals takes a position covered by this agreement, her seniority shall be in accordance with Article 10.01 and Article 10.09. UWOSA shall be notified in the event of any such individual choosing to exercise rights under this agreement.

**10.11** Subject to Article 10.09, persons employed by UWO who are transferred into the bargaining unit will be awarded full seniority and service based upon length of service at UWO. For the purposes of displacement and lay off only (not the amount of notice of lay off and severance) under Article 13 and 14, these persons shall be entitled to exercise only that portion of their seniority accumulated as an employee in the bargaining unit or what formerly was the bargaining unit, before certification.

## **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 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** A non-probationary 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).

**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 period of one (1) week as follows:

- i) on the Administrative Staff Openings Bulletin Board (ASOBB) outside the Human Resource Services;
- ii) on voice mail through the Human Resource Services; and
- iii) on the World Wide Web linked to Human Resources home page.

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

The posting on the ASOBB and 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 minimum rate of pay, 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.

The Faculty/Department or Administrative Unit may designate the position as open only to employees already employed in the Department/Faculty or Administrative Unit in which the position arises. If this is the case, the posting, as above, shall indicate that the position is limited to internal candidates.

- b) An employee may apply, in confidence, for positions posted in accordance with Article 12.03 a) by completing a Request for Transfer Form, available from Human Resources and delivering the Form and any supporting documentation to Human Resources, 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 all employee applicants when the position is filled.
- 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 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** 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 applicants without the need for further posting.

**12.07** 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 – LAY OFF**

**13.01** If UWO intends to lay off employees it shall arrange a meeting with UWOSA as soon as is reasonably possible in order to discuss the matter and explore staff or payroll reduction options.

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

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

**13.03** Within ten (10) days of being informed of the lay off, 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 lay off and retain recall rights under Article 15. Such an employee may also opt for preferential placement under Article 16 during the lay off 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 lay off, 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 lay off. 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 lay off 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 lay off, it is agreed that the President and Grievance Officer 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 lay off for the purposes of this Agreement. If UWO unilaterally alters an employee's type, this shall also be deemed to be a lay off.

**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 twenty-six (26) weeks. 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 lay off, 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 lay off, if any, unless she is in receipt of benefits from another employer.

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

**14.01** If an employee identified for lay off 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 employee's faculty or administrative unit (see Appendix C) 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 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:

c) 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:

d) 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:

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 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.

## **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 lay off 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 lay off 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 lay off, 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.

**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 (ie. day shift vs. night shift) as the position the employee had at the time of lay off. 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 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 three (3) months before the end of the twelve (12) month recall period, an employee on lay off will be offered a new or vacant Term position, should one occur, of at least six (6) months duration, under all of the conditions articulated in Article 15.01. It is understood that only one such opportunity, should it occur, will be offered to the employee, provided that one offer otherwise falls within the conditions set out in Article 15.04. 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. To be eligible for the foregoing she must inform the Division of Human Resources in writing prior to three 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 subclause will be deemed to have terminated and lost all seniority and service, and will be paid severance pay in accordance with Article 13.08. The new date of hire would be the effective date of the new Term appointment.

## **ARTICLE 16 – PREFERENTIAL PLACEMENT DURING THE LAY OFF NOTICE PERIOD**

**16.01** In accordance with this Article and Article 12.01, a Continuing or Sessional employee who chooses preferential placement during the lay off notice period pursuant to Article 13.03, 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 lay off 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 lay off and who, during the notice of lay off 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 lay off 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 lay off 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 the AVP -- Human Resources, the Director of Staff Relations and two (2) 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.

## **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 continuous full-time employment (up to fifteen [15] working days per year); or

b) Upon completion of two (2) years of continuous full-time employment, 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 continuous full-time employment, at the rate of 2.08 working days per month (up to twenty-five [25] days per year).

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

For the purposes of this Article, an employee's "continuous" full-time employment shall be broken only if one of the instances set out in Article 10.07 occurs.

For the purposes of this Article, "full-time" employment shall mean periods of employment where the employee regularly works for more than twenty-four (24) hours per week.

Sessional employees' recurring absences of work shall not result in a break of continuous full-time employment, but these periods shall not be counted in aggregating the employee's amount of "continuous full-time employment" under this Article.

**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, 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 length of service 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 32.03 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 continuous full-time employment -- up to 120 hours per year; or

b) Upon completion of two (2) years of continuous full-time employment, at the rate of 13.33 hours per month -- up to 160 hours per year; or

c) Upon completion of nineteen (19) years of continuous full-time employment, at the rate of 16.67 hours per month -- up to 200 hours per year.

In addition, employees will be provided with forty (40) hours paid vacation upon the completion of nineteen (19) years of continuous full-time employment.

**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
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	President's Day

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.

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 (2 x) 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 hours of work vary considerably from day to day, the regular pay for a holiday will be based on the regular wages and vacation pay over the previous four weeks 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. 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.

**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. Supplementary expenses such as books, activity fees, and lab fees shall not be reimbursed. UWO may only refuse to grant an application for educational assistance under this subarticle in the circumstances set out in Article 22.05.

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 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 books, activity fees or lab fees) of each course to a maximum of the basic undergraduate tuition cost of two (2) full Faculty of Arts courses at UWO per year, with the year running from June 1 to May 31. 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 subarticle will be approved.

**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. Should permission be granted under this sub-article, alternate working hours will be arranged. UWO shall respond in writing to any such request.

**22.06** Applications for Educational Assistance shall be made available to employees by the Division of Human Resources. Employees shall forward their applications to the Division 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 Division of Human Resources, unless the fees are paid in advance in accordance with Article 22.08 or 22.09.

**22.08** Where an employee has completed and passed a course for credit at UWO under the Educational Assistance Policy, the fees to be reimbursed under Article 22.03 for all future 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 registration fee is not paid by the employee, or 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 subarticle 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.

## **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** 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. 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.

**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 in excess of two (2) weeks, seniority, but not service, shall continue to accrue for employees. For leaves of absence of two (2) weeks or less in duration, service and seniority shall accrue.

**23.06** 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 17.

**23.07** Employees taking leaves of absence may also apply for deferred salary leave under Article 33..

## **ARTICLE 24 – SICK LEAVE AND SALARY CONTINUANCE**

**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** After an absence of five (5) days, and when requested thereafter by UWO, the employee must provide a written statement to the effect that the employee is under the care of a Medical Doctor, 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 Article 24.15, accommodation for the employee who may be able to return to work on a part-time basis with or without restrictions will be provided by the department.

**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 returning to work with restrictions must contact and work with the Rehabilitation Coordinator in the Division of Human Resources prior to coming 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 Staff/Faculty Health Services. The costs associated with any medical certification, including that referred to in Article 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 office of Staff/Faculty Health Services 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.

**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 the Rehabilitation Coordinator in the Division of Human Resources. 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 handicap, 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.

## **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 continuous 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 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 employee who qualifies under this Article for pregnancy leave or utilizes parental leave solely in respect of the adoption of a child, has worked for UWO for at least one (1) year, 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 Pensions, Benefits and Payroll/Records. The one (1) year period shall be calculated from the commencement of employment 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 one (1) year 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 10.07, 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.

## **ARTICLE 29 – 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 17 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 seniority or service. Employees taking part-time leaves of absence shall accrue seniority and service on a pro- rated basis with reference to the proportion of full time annual hours actually worked.

## **ARTICLE 30 – REDUCED RESPONSIBILITY**

**30.01** 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 (eg., 4 hours a day), days per week (e.g., 3 days a week) or months per year (e.g., 9 months a year).

**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 - Staff Relations, 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** An employee who takes reduced responsibility such that she works less than twenty-four (24) hours per week, shall nonetheless continue to be covered by this Agreement for all purposes.

## **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.

**31.03** Unless an employee retires under the early retirement provisions of the Pension Plan, all employees will retire on their normal retirement date, i.e. the first day of the month next following their sixty-fifth birthday.

**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.

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.

## **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 over-time 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 SALARYy 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 Pensions, Benefits and Payroll/Records. 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.

## **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.

## **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.

## **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 Human Resources Division 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 Staff/Faculty Health Services Office, the Employee Relations Department, the Pensions, Benefits and Payroll/Records Department, 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 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 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(s) 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 the majority of the funds to pay for the position have been made specifically available from an external funding source for research purposes only, pursuant to a specific arrangement with that external source which 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, recall or preferential placement 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 lay off on account of a regular recurring absence from work nor will they accumulate seniority or service during such absence. 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 post-dated cheques to cover the full monthly premiums to the Department of Pensions, Benefits and Payroll/Records.

**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.

**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.

**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** All individuals identified by UWO as being potentially affected by Appendix G of the 1999-2001 Collective Agreement (and subject to ongoing discussions between the

parties) shall be treated as being covered by the existing grievance X-006-01. Appendix G of the old Collective Agreement shall be applied to determine these individuals' status.

**42.10** 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.

## **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 biennial review of the existing job description for each position reporting to her to confirm the actual content and responsibility of the position. This biennial 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 X,Y, or Z 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 X, Y or Z 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** The parties agree to continue to monitor and mutually discuss the pay administration system for grant funded employees with a view to being responsive to the needs of the research community and grant funded employees.

**45.05** When a Continuing or Sessional employee's salary is at or above the Normal Maximum of a classification for four years (not including any period between 1 July, 1993 and 1 January, 1998), 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 X, Y or Z.

**45.06** a) i) Effective July 1, 2001 the current salaries of all eligible Continuing and Sessional employees shall be increased by 1.75%. In addition, on this date, the current salary grid will be increased by 1.75 % as reflected in Appendix X.

ii) On July 1, 2002 all eligible Continuing and Sessional employees shall receive a 1.5% salary increase. In addition, on this date, salary ranges, as reflected in Appendix X, will be increased by 1.5% (Appendix Y).

iii) On July 1, 2003 all eligible Continuing and Sessional employees shall receive a 1.75% salary increase. In addition, on this date, salary ranges, as reflected in Appendix Y, will be increased by 1.75% (Appendix Z).

b) i) Those Continuing employees who became Continuing on or before July 1, 2001 and whose salary is at or above the Minimum and below the Normal Maximum of her salary range will be entitled to receive a regular Progress Through the Range (PTR) increase equal to 3% of the employee's current salary on November 1, 2001 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 an amount which is sufficient to increase her salary to the applicable Normal Maximum.

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

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.

ii) Those Continuing employees who became Continuing on or before Jan. 2, 2002 and whose salary is at or above the Minimum and below the Normal Maximum of her salary range will be entitled to receive a regular Progress Through the Range (PTR) increase equal to 2% of the employee's current salary on July 1, 2002 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 an amount which is sufficient to increase her salary to the applicable Normal Maximum.

The foregoing shall apply in full to Sessional employees except that the value of the PTR increase will be equivalent to the 2% amount cited above multiplied by the number of weeks in the regular recurring period of work in the previous twelve (12) months divided by 52.

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.

iii) Those Continuing employees who became Continuing on or before Jan. 2, 2003 and whose salary is at or above the Minimum and below the Normal Maximum of her salary range will be entitled to receive a regular Progress Through the Range (PTR) increase equal to 3% of the employee's current salary on July 1, 2003 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 an amount which is sufficient to increase her salary to the applicable Normal Maximum.

The foregoing will apply in full to Sessional employees except that the value of the PTR increase will be equivalent to the 3% amount cited above multiplied by the number of

weeks in the regular recurring period of work in the previous twelve (12) months divided by 52.

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.

**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 X, Y or Z), 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. 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 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 45.06 b) 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 45.06 b) 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.

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.

UWO will investigate the possibility of moving to a bi-weekly pay.

**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. Those employees who participate in or become eligible for the group insurance plans delineated below will be subject to the premium cost-sharing arrangements enunciated in Article 45.13. 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 Sun Life Insurance) - UWO pays 100% of the premium costs for the first \$25,000 of coverage, employee pays the premium costs for the remaining coverage under the plan.

b) Group Extended Health Insurance Plan (includes hospital, travel, extended health care, drug plan) (currently Blue Cross) - UWO and the employee share the premium costs as set out in Article 45.13 b).

c) Group Dental Insurance Plan (currently Blue Cross) - UWO and the employee share the premium costs as set out in Article 45.13 b).

d) Group Long Term Disability Insurance (currently Canada Life) - UWO pays the premium costs.

e) Optional Insurance Plans (Group Life Insurance, Dependent Life Insurance, and Accidental Death and Dismemberment Insurance Plans) (currently COU Policy No: 608152) - employee pays entire premium costs if she decides to participate.

f) Vision care - \$150.00 per year or \$300.00 in any two years effective July 1, 2002.

**45.12** For those employees who retire on or after July 1, 2003, 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 under Article 10 - Seniority at retirement. 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 per calendar year for single coverage and \$900 per calendar year for family coverage.

For those employees that retire on or after July 1, 2001 and before July 1, 2003, benefits under the Group Extended Health Insurance Plan, and Group Dental Insurance Plan will be continued for retirees who have 5 years seniority under Article 10 at retirement. These benefits will be provided under the provisions of the relevant group insurance policies provided the retiree will contribute the following monthly amounts towards the premiums for the Group Extended Health and Dental Insurance Plans:

Single Coverage	Family Coverage
\$5.00/month	\$10.00/month

Employees that retire from the UWO shall also receive a pay out of up to 25 days of unused vacation.

**45.13** a) Effective 1 January, 2000, the level of Group Long Term Disability Insurance benefit will be amended to 70% from the present level of 75% for any claim commencing on or after that date.

b) Effective 1 November, 2002, employees under this agreement will contribute the following monthly amounts of \$15 for single coverage and \$35 for family coverage towards the premiums for the Group Extended Health Insurance Plan and the Group Dental Insurance Plan.

**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 \$120 every twenty-four (24) months for yellow patch and up to \$140 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, 2004.

**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 excluded).
- 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.

## **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 11<sup>th</sup> day of December 2001.

## **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 (other than as provided in Article 42.06)
- Article 11 - Discipline and Discharge

- Article 13 - Lay Off
- Article 14 - Displacement (other than as provided in Article 42.06)
- Article 15 - Recall Rights
- Article 16 - Preferred Placement
- Article 18 - Technological Change
- Article 20 - Vacation (Employment Standards Act will apply)
- Article 22 - Educational Assistance Plan
- 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. 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
- Article 30 - Reduced Responsibility
- Article 32 - Hours of Work and Overtime (Employment Standards Act will apply)

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

\_\_\_\_\_  
For the University

\_\_\_\_\_  
For UWOSA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX B – UWO STAFF CATEGORY**

<b>Occupational Series</b>	<b>Level</b>	<b>Occupational Series</b>	<b>Level</b>
Salary Grade	9	Technical	1
	10		2
	11		3
	12		4
			5

Clerk	I		6
	II		
	III	Computer Services I	
	IV		
		CS Programmer Trainee	
Secretary	I		
	II	Head Hall Clerk	
	III	Hall Clerk/Bldg. Guide	
	IV		
		Arena Foreperson	
Library Assistant	I		
	II	Library Guide Supervisor	
	III		
	IV	Storeskeeper	I
	V		II
			III
Data Prep KPO	I		IV
	II		
	III	Locker Attendant	
	IV		
		Printing Production	II
Word Processor	I		III
	II		IV
			V
Switchboard Attendant		Parking Control Officer	
Book Sales	I	Driver	I
	II		II
	III		III
	IV		
Draftsperson	I		



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

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

<b>Classification</b>	<b>Level</b>	<b>Standard Hours/Week</b>
Salary Grade	12	35
Draftsperson	IV	35
Arena Foreperson		40
Computer Services	I	35
*Technical	6	37.5
**Salary Grade	11	35
Library Assistant	V	35
Draftsperson	III	35
Comp. Serv.-Trainee		35
Programmer		35
Salary Grade	10	35
Library Assistant	IV	35

Data Prep	IV	35
*Technical	5	37.5
Printing Production	V	35
**Salary Grade	9	35
Secretary	IV	35
Book Sales	IV	35
*Technical	IV	37.5
Data Prep.	III	35
**Library Guide Supervisor		40
Head Hall Clerk		40
Clerk	IV	35
Printing Production	IV	35
Word Processor	II	35
Draftsperson	II	35
Book Sales	III	35
Library Assistant	III	35
Secretary	III	35
Data Prep.	II	35
*Technical	3	37.5
Storeskeeper	IV	37.5
Word Processor	I	35
Printing Production	III	35
**Clerk	III	35
Switchboard		35
Book Sales	II	35
*Technical	2	37.5
Secretary	II	35
Storeskeeper	III	37.5
Library Assistant	II	35
*Technical	1	37.5
Draftsperson	I	35



Printing Production	II	35
Driver	III	40
Clerk	II	35
Locker Attendant		40
Secretary	I	35
Parking Control Office		40
Library Assistant	I	35
Clerk	I	35
Data Prep.	I	35
Storeskeeper	II	37.5
Driver	II	40
Book Sales	I	35
Storeskeeper	I	37.5
Hall Clerk	Bldg. Guide	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' subject to the following. When identifying positions within the same employee classification the first position identified shall be limited to the *actual* classification of the displacing employee, i.e. SG9 to SG9, Sec IV to Sec IV. If no position is identified within the actual classification as the displacing employee, the other classifications within that group shall then be considered (together if necessary) as being within the 'same employee classification'.

## **APPENDIX F – LETTER OF UNDERSTANDING ON THE GRIEVANCE PROCEDURE**

**Letter of Understanding**

**Between**

**The University of Western Ontario (UWO)**

**and**

**The University of Western Ontario Staff Association (UWOSA)**

The parties agree that the UWOSA would be able to file a grievance dealing with an individual or group issue at STEP THREE (Article 8.06). The parties therefore agree on a without prejudice or precedent basis that the following will form part of the Collective Agreement for the life of this Collective Agreement.

\_\_\_\_\_  
For the University

\_\_\_\_\_  
For UWOSA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX G - LETTER OF UNDERSTANDING ON THE RETURN TO WORK COMMITTEE**

**Letter of Understanding**

**Between**

**The University of Western Ontario (UWO)**

**and**

**The University of Western Ontario Staff Association (UWOSA)**

The parties agree that the representatives of the UWO and UWOSA will meet monthly to discuss issues regarding differences or difficulties respecting any employee's return to work or the return to work program. The Rehabilitation Coordinator shall be one of the individuals from UWO who will participate in these meetings. The parties therefore agree on a without prejudice or precedent basis that the following will form part of the Collective Agreement for the life of this Collective Agreement.

\_\_\_\_\_  
For the University

\_\_\_\_\_  
For UWOSA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX H - LETTER OF UNDERSTANDING ON Transfer of Work**

**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.

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For the University

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For UWOSA

---

Date

---

Date

**APPENDIX X**

**2001-2002 Salary Ranges for Standard Weekly Hours of Work\***

(Please refer to [Appendix E](#) in the UWOSA Collective Agreement for [Standard Weekly Hours of Work](#))

**U.W.O. Staff Category**

<b>Occupational Group</b>	<b>Level</b>	<b>Minimum</b>	<b>Normal Maximum</b>	<b>Long Service Maximum</b>
		\$	\$	\$
Salary Grade	9	29964	34978	36013
	10	30944	37709	38846
	11	32775	40077	41353
	12	35107	43835	45243
Clerk	I	23590	26309	26996
	II	24121	28012	28759
	III	25853	30051	30868
	IV	29270	34121	35126
Secretary	I	24725	27592	28319
	II	25566	29713	30521
	III	27757	32293	33189
	IV	29964	34978	36013
Library Assistant	I	23620	26346	27034
	II	24918	28955	29731
	III	27820	32370	33269
	IV	31276	36604	37692
	V	32775	40077	41353
Data Prep KPO	I	23337	26027	26702
	II	27663	32179	33072
	III	29337	34201	35209
	IV	31254	36581	37674
Word Processor	I	26641	30978	31824
	II	28239	32856	33799

Switchboard att.		25853	30051	30868
Book Sales	I	23733	25388	26039
	II	25853	30051	30868
	III	27979	32555	33473
	IV	29964	34978	36013
Draftsperson	I	25332	28309	29205
	II	28026	32810	33914
	III	32805	38543	39908
	IV	35041	42885	44401
*Salary Ranges shown for the Technical Occupational Group are for 37.5 hours per week. The Salary Ranges for 35 and 40 hours per week are available in the Department of Employee Relations.				
Technical	1	27226	30407	31243
	2	28767	32141	33024
	3	29211	34023	35023
	4	31814	37252	38359
	5	32673	39011	40391
	6	35715	43711	45255
Computer Svcs.	I	30103	41042	42356
CS Programmer Trainee	I	33692	37937	39091
Head Hall Clerk		33233	38995	40145
Hall Clerk/Bldg. Guide		23459	27280	28135
Arena Foreperson		35644	41877	43361
Library Guide Supervisor		33233	38995	40145

Storeskeeper	I	23101	25798	26605
	II	23877	27772	28649
Storeskeeper	III	26580	31029	32067
	IV	28896	33878	35028
Locker Attendant		27112	31685	32746
Printing Production	II	24246	28267	29209
	III	26247	30729	31762
	IV	28604	33607	34794
	V	30981	36403	37686
Parking Control Officer		28259	30337	31508
Driver	I	24348	27200	28055
	II	25223	29358	30335
	III	27367	31999	33055

Human Resources  
Effective July 1/2001

## APPENDIX Y

### 2002-2003 Salary Ranges for Standard Weekly Hours of Work\*

(Please refer to [Appendix E](#) in the UWOSA Collective Agreement for [Standard Weekly Hours of Work](#))

U.W.O. STAFF CATEGORY				
Occupational Group	Level	Minimum	Normal Maximum	Long Service Maximum
		\$	\$	\$
Salary Grade	9	30413	35503	36553
	10	31408	38275	39429
	11	33267	40678	41973
	12	35634	44493	45922

Clerk	I	23944	26704	27401
	II	24483	28432	29190
	III	26241	30502	31331
	IV	29709	34633	35653
Secretary	I	25096	28006	28744
	II	25949	30159	30979
	III	28173	32777	33687
	IV	30413	35503	36553
Library Assistant	I	23974	26741	27440
	II	25292	29389	30177
	III	28237	32856	33768
	IV	31745	37153	38257
	V	33267	40678	41973
Data Prep KPO	I	23687	26417	27103
	II	28078	32662	33568
	III	29777	34714	35737
	IV	31723	37130	38239
Word Processor	I	27041	31443	32301
	II	28663	33349	34306
Switchboard Att.		26241	30502	31331
Book Sales	I	24089	25769	26430
	II	26241	30502	31331
	III	28399	33043	33975
	IV	30413	35503	36553
Draftsperson	I	25712	28734	29643
	II	28446	33302	34423
	III	33297	39121	40507



	IV	35567	43528	45067
* Salary Ranges shown for the Technical Occupational Group are for 37.5 hours per week. The Salary Ranges for 35 and 40 hours per week are available in the Department of Employee Relations.				
Technical	1	27634	30863	31712
	2	29199	32623	33519
	3	29649	34533	35548
	4	32291	37811	38934
	5	33163	39596	40997
	6	36251	44367	45934
Computer Svcs.	I	30555	41658	42991
CS Programmer Trainee	I	34197	38506	39677
Head Hall Clerk		33731	39580	40747
Hall Clerk/Bldg. Guide		23811	27689	28557
Arena Foreperson		36179	42505	44011
Library Guide Supervisor		33731	39580	40747
Storeskeeper	I	23448	26185	27004
	II	24235	28189	29079
	III	26979	31494	32548
	IV	29329	34386	35553
Locker Attendant		27519	32160	33237
Printing Production	II	24610	28691	29647
	III	26641	31190	32238
	IV	29033	34111	35316
	V	31446	36949	38251
Parking Control Officer		28683	30792	31981
Driver	I	24713	27608	28476

	II	25601	29798	30790
	III	27778	32479	33551

Human Resources  
Effective July 1/2002

## APPENDIX Z

### 2003-2004 Salary Ranges for Standard Weekly Hours of Work\*

(Please refer to [Appendix E](#) in the UWOSA Collective Agreement for [Standard Weekly Hours of Work](#))

U.W.O. STAFF CATEGORY				
Occupational Group	Level	Minimum	Normal Maximum	Long Service Maximum
		\$	\$	\$
Salary Grade	9	30945	36124	37193
	10	31958	38945	40119
	11	33849	41390	42708
	12	36258	45272	46726
Clerk	I	24363	27171	27881
	II	24911	28930	29701
	III	26700	31036	31879
	IV	30229	35239	36277
Secretary	I	25535	28496	29247
	II	26403	30687	31521
	III	28666	33351	34277
	IV	30945	36124	37193
Library Assistant	I	24394	27209	27920
	II	25735	29903	30705
	III	28731	33431	34359

	IV	32301	37803	38926
	V	33849	41390	42708
Data Prep KPO	I	24102	26879	27577
	II	28569	33234	34155
	III	30298	35321	36362
	IV	32278	37780	38908
Word Processor	I	27514	31993	32866
	II	29165	33933	34906
*Salary Ranges shown for the Technical Occupational Group are for 37.5 hours per week. The Salary Ranges for 35 and 40 hours per week are available in the Department of Employee Relations.				
Switchboard Att.		26700	31036	31879
Book Sales	I	24511	26220	26893
	II	26700	31036	31879
	III	28896	33621	34570
	IV	30945	36124	37193
Draftsperson	I	26162	29237	30162
	II	28944	33885	35025
	III	33880	39806	41216
	IV	36189	44290	45856
Technical	1	28118	31403	32267
	2	29710	33194	34106
	3	30168	35137	36170
	4	32856	38473	39615
	5	33743	40289	41714
	6	36885	45143	46738
Computer Svcs.	I	31090	42387	43743
CS Programmer Trainee	I	34795	39180	40371

Head Hall Clerk		34321	40273	41460
Hall Clerk/Bldg. Guide		24228	28174	29057
Arena Foreperson		36812	43249	44781
Library Guide Supervisor		34321	40273	41460
Storeskeeper	I	23858	26643	27477
	II	24659	28682	29588
	III	27451	32045	33118
	IV	29842	34988	36175
Locker Attendant		28001	32723	33819
Printing Production	II	25041	29193	30166
	III	27107	31736	32802
	IV	29541	34708	35934
	V	31996	37596	38920
Parking Control Officer		29185	31331	32541
Driver	I	25145	28091	28974
	II	26049	30319	31329
	III	28264	33047	34138

Human Resources  
Effective July 1/2003

# **Disclaimer**

**This Collective Agreement has been posted to this web site as a convenient way to reference this document. It is important to note that this collection of web documents is NOT a legal document. Please refer to the actual signed document should a discrepancy be found on these web pages.**