

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 608
(Full-time)**

and

Nipissing University

DURATION: May 1, 2011 – April 30, 2014



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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the University and its employees, and to provide procedures for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The University recognizes the Union as the sole and exclusive bargaining agent for all office, clerical and technical employees of the University in the City of North Bay and regional campuses save and except the following:
- (a) Supervisors;
 - (b) Positions above the rank of Supervisor;
 - (c) Positions for whom more than 50% of the wage is funded from sources or paid for from outside of the University's operating grant*;
 - (d) Positions whose wage is funded from limited time funds;
 - (e) Positions paid by the University but employed by Faculty members or by government agencies or departments;
 - (f) Students employed during the academic year and working for less than 24 hours per week;
 - (g) Students employed during the spring/summer vacation period;
 - (h) Positions regularly employed for not more than twenty four (24) hours per week;
 - (i) Positions excluded under the Ontario Labour Relations Act; and
 - (j) Positions employed in the offices of Human Resources, the President and the Vice Presidents.

The employer agrees that students or other persons engaged in temporary employment will not adversely affect the rights of employees under this agreement.

Application of this article will commence upon signing of the agreement and will apply only to NEW positions created after that date.

* Requests to the bargaining unit for exclusion of the positions in (c) above will be reviewed individually by the Director of Human Resources & Employee Relations, or his/her designate, and the Local 608 President, or his/her designate.

- 2.02 Should any new position be established within the University which the University claims to fall within the Administrative Group and Article 2 hereof, the question as to its inclusion in or exclusion from the bargaining unit shall be determined by mutual agreement or, in the absence of such agreement, by resort to the Labour Relations Board. The University shall provide to the Local 608 President or his/her designate a copy of the position description as well as rationale for its exclusion. The Local 608 President, or his/her designate, will respond as soon as possible upon receipt of the information, advising the University of its agreement with the exclusion or, in the event it does not agree, with specific reason(s) as to why it does not agree. In the event the University does not receive a response from the bargaining unit within fifteen (15) calendar days, the University may proceed to fill the position as an excluded position.

ARTICLE 3 – NO DISCRIMINATION

- 3.01 In accordance with the Ontario Human Rights Code, there shall not be any discrimination in employment practiced by or on behalf of the University or by or on behalf of the Union with respect to any of the prohibited grounds set out in the Human Rights Code. There shall be no discrimination, intimidation, interference, restraint, coercion, practiced by or on behalf of the University, or by or on behalf of the Union with respect to any employee because of membership or non-membership in the Union.
- 3.02 In this Agreement, the use of a masculine pronoun shall be construed as if the feminine pronoun had been used where the context so requires.
- 3.03 The University agrees to acquaint new employees in the Bargaining Unit with the fact that a Union agreement is in effect, and the Union shall provide them with a copy of the existing collective agreement. Accordingly, when the offer letter for employment is sent to the

prospective OPSEU member, the Director of Human Resources & Employee Relations will send an accompanying brochure from the Chief Steward introducing OPSEU, the stewards and the agreement. A representative of Local 608 will be provided with 20 minutes to meet with the new member by coordinating a mutually acceptable time with both supervisors.

- 3.04 The University and the Union desire each member to be familiar with the provisions of this agreement and his rights and obligations under it. For this reason, the parties agree that the agreement shall be posted on the University's website under the Employee Relations section of the Human Resources home page. As well, the parties will share the cost of printing up to 20 copies of said agreement to be available through the OPSEU regional office for distribution to members upon their request.

ARTICLE 4 – RESERVATION OF MANAGEMENT RIGHTS

- 4.01 The Union agrees that all rights, prerogatives and authority the University had prior to signing the first Agreement are retained by the University except those specifically abridged, delegated, granted, or modified by this or any supplementary Agreements that may be made in the future, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the University to:
- (a) maintain order, discipline and efficiency and in connection therewith: to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees; relieve employees from duty because of lack of work or other legitimate reasons; discipline or discharge employees for cause, provided that a claim by an employee who has acquired seniority that he has been unjustly disciplined or discharged may be the subject matter of a grievance and dealt with as hereinafter provided;
 - (b) select, hire, transfer, promote, demote, classify, appoint, lay off, recall or retire employees and select employees for positions excluded from the bargaining unit;
 - (c) operate and manage the University in all respects in accordance with the University's commitments, obligations and responsibilities including the right to determine the number and location of the University's establishments and their expansion or curtailment; direction of the work force, subcontracting of work, schedules of operations, methods, techniques, work procedures, quality and quantity standards; determine

job content, establishment of work or job assignments, change, combine or abolish job classifications, qualifications of an employee to perform any particular job; require employees to have medical examinations; decide the number and type of employees needed by the University at any time, number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime; determine financial policies, including general accounting procedures.

- 4.02 An employee who has not completed his probationary period may be discharged without cause and at the sole discretion of the University.
- 4.03 The University agrees that it will not exercise its functions in Article 4 - Reservation of Management Rights, in a manner inconsistent with the express provisions of this Agreement.
- 4.04 Failure to exercise any of its management rights at any time shall not be considered to be an abandonment of such rights.
- 4.05 No employee shall be terminated or laid-off as a result of work being contracted out or performed by employees outside the bargaining unit.

ARTICLE 5 – UNION MEMBERSHIP

- 5.01 The Union agrees that any employees to whom this contract applies may exercise or may refrain from exercising their right to become a member of the Union.
- 5.02 The University shall, during the life of this Agreement, deduct from each pay due to each employee who has completed the probation period, the prevailing regular uniform Union dues and remit the same to the Union office by the fifteenth (15) day of the month following the month in which such deductions are made and shall at the same time submit the list of names and employee numbers from whose pay such deductions have been made to the Accounting Department of the Union.
- 5.03 The Union shall advise the University in writing of the amount of the regular uniform Union dues authorized in accordance with the Constitution and By-Laws of the Union.
- 5.04 The Union shall indemnify and save harmless the University, its agents and/or employees acting on behalf of the University from any and all claims,

demands, actions or causes of actions arising out of or in any way connected with the collection or attempted collection of such dues.

- 5.05 All official correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Vice-President, Finance, Administration & Strategic Capital Investments, or his designate, and the Local President of the Union with a copy to the Regional Office.

ARTICLE 6 – REPRESENTATION

- 6.01 The Union and/or the employees covered by this Agreement will not engage in Union activities, solicit membership, or collect other fees during working hours or hold meetings at any time on the premises of the University without the express permission of the University or its designated representatives.
- 6.02 The University acknowledges the right of the Union to select a maximum of four (4) stewards who shall have been on the University's payroll continuously for a period of six (6) months immediately prior to their selection.
- 6.03 The Union agrees to provide the University with the names of the stewards. The University shall not be required to recognize any stewards until such notification from the Union has been received.
- 6.04 Within sixty (60) days after the signing of this Agreement, the University will post the Agreement on the University's website under the Employee Relations section of the Human Resources home page and provide a searchable PDF document of the Agreement. The searchable PDF will exclude the signatures.
- 6.05 The privilege of a steward to leave his work without loss of basic pay to attend a meeting with the University is granted on the following conditions:
- (a) The steward concerned shall request permission of the Vice-President, Finance, Administration & Strategic Capital Investments, or his designate, for an appointment time before leaving his work.
 - (b) The time shall be devoted to the prompt handling of necessary business.
 - (c) The University reserves the right to limit time if it deems the time to be excessive.

- 6.06 The University will recognize up to a maximum of three (3) union members to meet with the University to negotiate the renewal of this Agreement.
- Leave of absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in negotiations.
- 6.07 One (1) employee of the bargaining unit will be included on each of the following University committees:
- (a) Occupational Health and Safety;
 - (b) Pension and Benefits Advisory Committee;
 - (c) Harassment and Discrimination Committee; and
 - (d) Award Recognition (Annual Staff Awards for Exceptional Performance and/or Service).
- 6.08
- (a) An Employer/Employee Relations committee has been established to consult on matters of mutual interest.
 - (b) The committee may meet once every three (3) months at the initiative of either party. Agenda items may be advanced by any member of the committee and will be circulated to all committee members at least ten days in advance of the meeting.
 - (c) This committee shall not have the authority to amend the collective agreement.
 - (d) The executive of Local 608 will inform the employer of the four (4) members representing the Union. At least two members must be present at each ERC meeting.
- 6.09 An employee who is to receive a verbal reprimand, a written reprimand, suspension, or who is to be discharged or disciplined, shall have the privilege of having the steward or another bargaining unit member who is available at the time, to witness the meeting.
- 6.10 Any member will have the right at any time to call upon the assistance of representatives of OPSEU. Such representatives will have reasonable access to Nipissing University premises to consult with members, Local Executive officials or the Employer.

ARTICLE 7 – NO STRIKES - NO LOCKOUTS

- 7.01 (a) In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, slowdown, or stoppage of work, either complete or partial or work to rule.
- (b) The University agrees that there will be no lockout of employees during the life of this Agreement.
- 7.02 The words "strike" and "lockout" shall be defined as in the Labour Relations Act.
- 7.03 The University shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, stoppage or slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Articles 8 and 9.
- 7.04 The parties further agree that it will not involve any employee of the University or the University itself in any dispute which may arise between any other employer and the employees of such other employer. The restriction on employees shall not apply during time the employee is not scheduled to work provided the employee's activity does not adversely affect the University.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether the matter is arbitrable.
- 8.02 It is the mutual desire of the parties that all complaints and grievances will be adjusted as quickly as possible. It is understood that any employee may present an oral complaint at any time to his immediate supervisor without resorting to the grievance procedures. Except where otherwise provided, it is understood that an employee has no grievance unless and until the matter is first discussed with the employee's immediate supervisor. If upon completion of said discussion the matter is not resolved to the satisfaction of the employee, it may be grieved and disposed of in the following manner:

STEP 1

The employee shall submit a written grievance to his immediate supervisor. Such grievance shall be submitted within ten (10) working days of the occurrence of the event which gave rise to the grievance and must be signed by the employee claiming to be grieved at which time the matter will be discussed. The grievance shall cite the specific article of this contract which the grievor claims has been violated and shall also specify redress being sought. The employee may be accompanied by his Union steward if desired. The supervisor shall submit his answer in writing within seven (7) working days of filing of the grievance at Step 1. A copy of all correspondence pertaining to a grievance will be sent to the Director of Human Resources & Employee Relations or his/her designate and the Local 608 President or his/her designate.

STEP 2

Failing settlement of the grievance at Step 1 or failure of the supervisor to submit his reply within the described period, the employee shall present his grievance in writing to the Vice-President, Finance, Administration & Strategic Capital Investments, or his designate, within five (5) working days after the reply is received or should have been received in Step 1. The Vice-President, Finance, Administration & Strategic Capital Investments, or his designate, shall convene a meeting of the parties to consider the grievance within five (5) working days (or at such other time as is mutually agreed upon by the parties) of the filing of the grievance at Step 2. The grievor shall be represented by the steward, and the grievor shall be present. It is understood that a staff representative of the Union may also attend at the request of either party. The Vice-President, Finance, Administration & Strategic Capital Investments, or his designate, shall have ten (10) working days from the date of such meeting to render a decision.

- 8.03 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article, and pending the investigation and determination of the validity of such claim, shall continue to perform the duties assigned to him by management (unless he has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee.
- 8.04 (a) The Union may file a "Policy Grievance" at Step 2 of the grievance procedure. A "Policy Grievance" may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could

not otherwise be instituted as an individual employee grievance commencing at Step 1. Such policy grievance shall be filed in writing within ten (10) working days of the initial incident giving rise to the complaint. The grievance must be signed by the Local President.

- (b) The University shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 2 of the grievance procedure. The grievance shall be filed in writing within ten (10) working days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the University and the Union within seven (7) working days (or such other time as may be mutually agreed upon by the parties) of filing of the grievance. The grievance shall be answered in writing by the Union within ten (10) working days of such meeting.

- 8.05 An employee, other than a probationary employee, claiming that he has been discharged from employment without cause, shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 2 of the grievance procedure providing such grievance is lodged with the Vice-President, Finance, Administration & Strategic Capital Investments, or his designate, within five (5) working days of the discharge.
- 8.06 Saturday, Sunday and Paid Holidays shall not be considered in the calculation of time limits as outlined in this Article.
- 8.07 Any complaint or grievance which is not commenced or processed through the next stage of the grievance procedure within the time specified shall be deemed to have been dropped, and if commenced, considered to have been settled on the basis of the University's reply to the grievance. However, time limits specified in the grievance procedure may be extended by mutual agreement in writing between the University and the Union. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to submit the grievance to the next stage including arbitration. In consideration of the mandatory nature of the time limits section 48(7) of the Labour Relations Act R.S.O. 1995 shall not apply to grievances involving lay off, suspension or discharge.
- 8.08 Any step of the grievance procedure may be waived by mutual agreement in writing between the University and the Union.
- 8.09 Decisions arrived at between the University, the employee and the Union on the disposition of any specific employee, Union or University grievance shall

be final and binding upon the University, the Union and the employee or employees concerned.

- 8.10 If final settlement of the grievance is not reached at Step 2, then the grievance may be referred in writing by either party to arbitration as provided in Article 9 - Arbitration, at any time within ten (10) working days after the final decision is given in Step 2. If no such written request for arbitration is received within the time limits, then the grievance shall be deemed to have been abandoned.
- 8.11 Notices required to be in writing shall be deemed to be properly given if given orally or by telephone and confirmed by letter postmarked no later than the final day for giving notice.

ARTICLE 9 – ARBITRATION

- 9.01 Both parties to this Agreement agree that a properly constituted grievance as defined in Article 8 - Grievance Procedure, paragraph 8.01, which has been properly carried through all the requisite steps of the grievance procedure as outlined in Article 8 and which has not been settled or abandoned, may be referred to a Board of Arbitration, at the written request of either of the parties thereto.
- 9.02 The Board of Arbitration shall be composed of one (1) person appointed by the University, and one (1) person appointed by the Union and the third (3rd) person to act as Chair chosen by the other two members of the Board.
- 9.03 Either party may notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to a Board of Arbitration. The recipient of the notice shall within ten (10) days inform the other party of the name of its appointee to the Board of Arbitration. The two (2) appointees shall, within twenty (20) days of the appointment of the second appointee, appoint a third (3rd) person who shall be Chair.
- 9.04 Should the appointees fail to agree on a Chair, the Ministry of Labour of the Province of Ontario shall be asked to nominate a person to act as Chair in accordance with the provisions of the Ontario Labour Relations Act.
- 9.05 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

- 9.06 The decision of the Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. In the absence of a unanimous decision, the majority decision shall be accepted as the decision of the Board. In the event there is no majority decision, the decision of the Chair will be final.
- 9.07 The Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement nor to adjudicate any matter not specifically assigned to it by mutual agreement of the parties to this Agreement, where different than the written grievance as specified in Article 8.
- 9.08 Each of the parties hereto will bear the fee and expenses of the nominee appointed by it, and the parties will equally share the fee and expenses of the Chair of the Board of Arbitration.
- 9.09 Time limits fixed in this Article may be extended by mutual agreement in writing between the University and the Union.

9.10 **Sole Arbitrator**

In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator as opposed to a tripartite Board of Arbitration as referred to above, the party submitting the grievance to arbitration shall so signify when advising the other party and shall propose three (3) alternative choices to serve as sole arbitrator in addition to advising that party's nominee to a tripartite board. The recipient of the notice shall reply advising acceptance of one of the choices for sole arbitrator, or shall name its nominee to a tripartite board and propose three (3) alternative choices for sole arbitrator. If the parties cannot agree on a sole arbitrator within twenty (20) days of the notice of referral to arbitration, the regular tripartite arbitration process shall apply. All of the clauses of Article 9 with all necessary modifications, shall apply to a sole arbitrator.

ARTICLE 10 – SENIORITY

- 10.01 Seniority, as referred to in this Agreement, shall mean length of continuous full-time service in the employ of the University but adjusted to recognize any period of absence in which seniority was maintained but did not accumulate.

- 10.02 A newly hired employee shall be considered a probationary employee until he has worked continuously in the same position for a period of three (3) months. At the discretion of the University, the probation period may be extended for a further three (3) month period. In such case, an evaluation of the employee's progress and performance shall be made at the end of the initial three (3) month period. The employee shall be notified in writing that he has completed the probationary period. If the probationary period is to be extended, both the employee and the Local 608 President or his/her designate will be notified in writing by the Director of Human Resources & Employee Relations or his/her designate. During the probation period, the employee shall have no seniority rights. It is expressly understood by both parties that during the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the University. The discharge, lay-off or failure to recall after lay-off of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.
- 10.03 The University agrees to furnish to the Union and to distribute by e-mail in April, August and December of each year a current seniority list. An employee who has bona fide proof to challenge his seniority date shall present such proof within five (5) working days from the date his name first appears on a seniority list distributed via e-mail or within five (5) workings days from the date that his seniority standing is adjusted as per 10.01. Failing such a challenge, his seniority standing shall be deemed correct as contained on the University's records. Employees acquiring seniority on the same date shall be added to the seniority list in alphabetical order.
- 10.04 Subject to (a) and (b) and 10.05 following, seniority is the principle of granting preference to employees for promotions, non-disciplinary demotions, lay-offs, and rehire after lay-offs in accordance with the length of continuous full-time service with the University. In all cases, the following two (2) factors shall be considered by the University in determining which employee shall be affected:
- (a) the skill, ability, experience and qualifications of the individual to perform the requirements of the job in a competent manner and the capability of the individual to assume responsibility.
 - (b) the seniority ranking of the employees affected.
When in the judgement of the University, which shall not be exercised in a discriminatory manner, the factor (a) is equal as between two (2) or more employees, then and only then shall factor (b) govern.

- 10.05 An employee's seniority shall be forfeited and his employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:
- (a) he voluntarily resigns or quits. An employee shall be deemed to have resigned when:
 - (i) he gives notice in writing of his desire to leave the University's employment;
 - (ii) he is absent without leave for three (3) consecutive working days during which time he has not contacted the Human Resources Department directly with a reason acceptable to the University when he has had an opportunity to do so. Proof of the matter is the responsibility of the employee;
 - (iii) he fails to report for work at the expiration of a leave of absence without reasonable justification satisfactory to the University, or he accepts gainful employment while on leave of absence without first obtaining the consent of the University in writing.
 - (b) he retires or is retired.
 - (c) he is discharged and not reinstated through the grievance procedure.
 - (d) he is laid off for a period of the lesser of nine (9) months or the length of the employee's seniority.
 - (e) he fails to respond to a recall to work to his last known address or phone number on the University's records within five (5) days. The recall will be confirmed by Registered Letter. The onus is on the employee to inform the University of his current address and telephone number.
 - (f) he is absent from work for twenty-four (24) months due to accident or illness; or becomes totally and permanently disabled.
 - (g) he utilizes a leave of absence for purposes other than that for which the leave of absence may have been granted.
- 10.06 Employees on lay-off will have their names retained on the seniority list for the purposes of recall only and during such lay-off seniority will not accrue.

- 10.07 Seniority shall be accumulated in the following circumstances only:
- (a) when absent from work due to sickness or accident in which case seniority will continue to accumulate for a period of three (3) months;
 - (b) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for one (1) month;
 - (c) when absent on vacation or on paid holidays;
 - (d) when actually at work for the University;
 - (e) when absent on pregnancy and parental leave up to a maximum of fifty-two (52) weeks.

10.08 Seniority Rights – Less than 12 Month Positions

Where less than full time employment is identified prior to the time of hiring, the University may effect a lay-off for a period of up to but not greater than four (4) months in any employment year without regard to the provisions of the Collective Agreement. Notwithstanding the foregoing, seniority and service shall accumulate for all purposes under the Collective Agreement during such period of lay-off. This provision shall have no application where the employee in lieu of lay-off hereunder has been granted a leave of absence in which case Article 10.07 (b) shall have application.

- 10.09 When a part-time employee is successful in a job competition for a full-time position, the part-time employee will have their part-time seniority converted to years by dividing their part-time hours of work by 1820.

ARTICLE 11 – LAY-OFF AND RECALL

- 11.01 In determining when employees are to be laid off and recalled from lay-off, the University shall consider the following factors:
- (a) the seniority ranking of the employees affected;
 - (b) the skill, ability and qualifications of the individual to perform the requirements of the job in a competent manner and the capability of the individual to assume responsibility.

- 11.02 There will be no lay-off of employees with seniority in the classification until all probationary employees within the same job class have been laid off or terminated.
- 11.03 Employees who are displaced and who cannot maintain their classification will have their rate "red-circled" (i.e. maintained at the current rate) and will not receive any further increases until the rate for the classification surpasses his/her "red-circled" rate.

Procedures for Lay-Off

- 11.04 All employees under potential notice of lay-off will be subject to one of the following three activities:
- (a) placed in a vacant position;
 - (b) placed in a position occupied by a junior employee (as per Article 11.05 below); or
 - (c) placed on the recall list.
- 11.05 For further clarity, in the event a position within the bargaining unit becomes redundant, or should a lay-off occur, the employee shall, in order of seniority, be placed in a vacant position or exercise bumping rights in the following order:
- i) To fill a vacant position within the same classification. If there is no such position, then;
 - ii) To fill the position held by the most junior employee within his/her classification. If there is no such position, then;
 - iii) To fill a vacant position within the next lowest classification. If there is no such position, then;
 - iv) To fill a position held by the most junior employee within the next lowest classification to the employee's own classification. If there is no such position, then;
 - v) The process is repeated until all classifications have been reviewed in descending order and either a vacant position or a position held by a more junior employee is identified. If no position exists, then the employee shall be placed on the recall list.

vi) All employees displaced during the process outlined above will follow the same procedures to obtain a new position.

- 11.06 At each step of this process, it is the responsibility of the Director of Human Resources & Employee Relations to inform the displaced employee of the appropriate position to which the employee can exercise his/her seniority rights.
- 11.07 The University will place an employee under notice of layoff in a position if he/she has the skill, ability, experience and qualifications to perform the requirements of the position. The member will be provided with a period of orientation and training of two (2) months to familiarize him/herself with the new position.
- 11.08 Members will be afforded two (2) working days to either accept the offered position or to declare that they prefer to be placed on the recall list.
- 11.09 Notwithstanding the above, in order to assist in the limitation of the number of required layoffs or to minimize the effects of position redundancies, the University may, under 4.01(b), transfer members under potential notice of lay-off to like positions in areas of need or to select members under potential notice of lay-off in accordance of seniority and who meet the requirements of Article 11.07 for other vacant positions prior to beginning the bumping procedures.
- 11.10 Any employee laid off shall be placed on the recall list for the period as set out in Article 10.05 (d).

The University will rehire employees from the recall list who are properly qualified for the available positions before hiring from the open market.

ARTICLE 12 – VACANCIES AND POSTING

- 12.01 (a) A full-time vacancy occurs when:
- i) An existing full-time complement position is vacated by the incumbent on a permanent basis; or
 - ii) A new full-time complement position is established.

(b) A temporary vacancy occurs when:

- i) An incumbent has vacated a permanent position for a specified period of time and the incumbent retains propriety rights to the vacant position.

12.02 In selecting a candidate to fill a permanent vacancy which the University wishes to fill in the bargaining unit, the University shall consider:

- (a) The skill, ability and qualifications of the individual to perform the requirements of the job in a competent manner and the capability of the individual to assume responsibility.
- (b) The seniority ranking of the employees affected.

12.03 When in the judgment of the University, which shall not be exercised in a discriminatory manner, the factor (a) is equal as between two (2) or more employees, then and only then shall factor (b) govern.

12.04 The University maintains the right to fill vacancies at its discretion. The Director of Human Resources & Employee Relations (or his/her designate) will notify the President of Local 608 (or his/her designate) of its intentions regarding the filling of all vacant positions.

12.05 **Filling Full-time Vacancies**

- (a) The University agrees that notices shall be posted for a period of seven (7) working days for all full-time vacancies in the bargaining unit.
- (b) The University shall consider first those applications which are received from employees in the bargaining unit and/or from a part-time employee with more than 455 hours of service who currently holds the position.
- (c) After all applications from bargaining unit employees have been received and it is determined that none possesses the necessary overall qualifications, the vacancy may be filled from outside the bargaining unit.
- (d) Where the job is filled from inside the bargaining unit through the job posting procedure, the University will pay the successful applicant at his new rate within thirty (30) days from the date of the appointment

and will endeavour to move the successful applicant within sixty (60) days of the appointment.

- (e) When the job posting procedure does not result in the filling of a position, the Director of Human Resources & Employee Relations (or his/her designate) shall notify the President of Local 608 (or his/her designate) within 60 days of the closing of the posting. This timeline may be extended by mutual agreement.

12.06 **Filling Temporary Vacancies**

The University may fill vacant positions or new positions on a temporary basis (six months or less) at its discretion. After six months, all vacancies will be filled through the competitive bid process, unless otherwise agreed to by the parties.

12.07 **Temporary Assignments**

- (a) An employee who is temporarily assigned to perform a higher rated position, other than for vacations, for a minimum of five (5) working days shall be paid at least one step higher than his/her present rate, commencing on the first day of the new assignment.
- (b) An employee who is temporarily assigned to perform a lower rated position shall continue to be paid his/her current rate for the duration of such assignment.
- (c) Where an employee has been assigned to a temporary position within the bargaining unit, he/she shall be guaranteed a return to his/her home position at the conclusion of the temporary assignment.
- (d) An employee may refuse to accept a temporary assignment which falls outside the bargaining unit.
- (e) Members who accept a temporary assignment outside of the bargaining unit shall continue to pay Union dues based on the wage of their temporary assigned position for up to twelve (12) months while filling the temporary position.
- (f) Members working outside the bargaining unit for the employer for more than twelve (12) months will cease to accrue seniority within this bargaining unit.

ARTICLE 13 – TRIAL PERIOD

- 13.01 In the event the successful applicant is a fulltime staff member of the bargaining unit, then he shall be placed on trial for a period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee chooses not to remain in the new position, he shall be returned to his former position and wage rate without loss of seniority. The Human Resources department will notify the employee in writing of the successful or unsuccessful completion of the two month trial period within five (5) working days of the end of the trial period. If the employee chooses not to stay in the new position, he/she will notify the Director of Human Resources & Employee Relations or his/her designate within five (5) working days of the end of the trial period.

ARTICLE 14 – LEAVES OF ABSENCE

- 14.01 The University may grant leave of absence with or without pay at its discretion. Such leave shall be for a stated period and shall not normally exceed twelve (12) months. All leaves of absence shall be applied for in writing to the Vice-President, Finance, Administration & Strategic Capital Investments, or his designate, and he shall respond in writing.
- 14.02 Employees who are on leave of absence for any reason will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave without the written consent of the University, he will forfeit all his seniority rights and shall be deemed terminated.
- 14.03 **Bereavement Leave**
- (a) Bereavement leave will be allowed in the event of a death in the immediate family of an employee's parent, spouse, common-law spouse, child, brother, sister, mother-in-law, father-in-law, step-child, step-parent, grandchild or grandparent, of up to five (5) working days without loss of pay. A common-law spouse shall be defined as one who cohabitates for twelve (12) consecutive months. In the event of death in the distant family of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew, or the grandparent of the employee's spouse, one (1) working day shall be allowed with pay. Reasonable traveling time, as determined by the Vice-President, Finance, Administration & Strategic Capital Investments, or his designate, may be allowed with or without pay.

- (b) Where bereavement in accordance with this Article occurs during an employee's vacation period, the employee may substitute bereavement leave for the period in question provided that the employee contacts their supervisor during the vacation period and provides evidence satisfactory to the supervisor. The employee would then be eligible to schedule the unused portion of their vacation at a later date.

14.04 **Jury Duty**

An employee who is called for Jury Duty will receive paid leave at full pay less the amount of the jury fee received as delineated by the Ministry of the Attorney General. The employee must furnish the University with their jury duty summons. Where an employee is on call for Jury Duty and where not required after twelve (12) o'clock (noon), the employee will report for work to complete the balance of the day. The subpoena for jury duty shall be given to the attendance monitor of the respective department so it can be attached to the monthly attendance report.

14.05 **Witness**

An employee who is subpoenaed to a court of law as a witness (excludes arbitrations and labour board hearings) will be granted the necessary time off without loss of regular pay. The employee will pay to the University any fees received less the portion applicable for travel and meal expenses. Where an employee is not required to attend at court after twelve (12) o'clock (noon), the employee will report for work to complete the balance of the day.

14.06 i) **Pregnancy and Parental Leave**

Leave of absence for pregnancy shall be granted in accordance with the Employment Standards Act (Ontario).

On request, in writing, leave of absence, without accumulation of seniority, pay or benefits, beyond that provided under the Employment Standards Act (Ontario) may be granted to an employee on pregnancy and parental leave up to a maximum leave (including leave available under the legislation) of 52 weeks. The University, in considering any request for an extension in pregnancy and parental leave in excess of that provided under the legislation, shall give consideration to any medical or other relevant reasons.

Seniority shall continue to accumulate for the duration of the pregnancy and parental leave. At the employee's option, she may, by written notice to the

University, elect to pay for the employee portion of the premium package of benefits. In such case, the University will continue to pay its portion of the premium cost for the benefits set out in Article 18.01 for the duration of the pregnancy and parental leave.

ii) **Supplementary Unemployment Benefit Plan**

An employee entitled to pregnancy leave under this Article who provides the University with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act as amended, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the rate of pay for her classification which she was receiving on the last day worked prior to the commencement of the pregnancy leave, and
- (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual rate of pay for her classification which she was receiving on the last day prior to the commencement of the pregnancy leave.

iii) **Adoption Leave**

After 13 weeks of continuous employment, an employee is entitled to adoption leave. A leave from work, with pay and benefits, of up to 12 weeks shall consist of the following:

- (a) Adoption leave will commence no later than 52 weeks after the child is born or came into the employee's custody, care and control for the first time.
- (b) An employee who provides the University with proof that they have applied for and are eligible to receive employment insurance benefits shall be paid, for the first two weeks, payments equivalent to 93% of the rate of pay for their classification which they were receiving on the last day worked prior to the commencement of the adoption leave, and

- (c) up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of weekly EI benefits the employee is eligible to receive and any other earnings by the employee, and ninety-three percent (93%) of the actual rate of pay for their classification which they were receiving on the last day prior to the commencement of the adoption leave.
- (d) Where both parents are employees of the University, only one paid leave, in total, will be granted.
- (e) On returning from adoption leave, the employee will be placed in his/her former position or in a position equivalent to his/her former position. If the position does not exist, Article 11.05 and 11.06 will prevail.
- (f) Seniority will continue to accumulate during the period of adoption leave.
- (g) For the duration of the Adoption leave, the University will continue to pay its portion of the benefit costs unless the employee has advised the University in writing that they do not wish to make the required employee contributions.
- (h) If additional leave is required, the employee may request unpaid leave or utilize their accumulated vacation entitlement.
- (i) An employee is entitled to a leave of absence for 37 weeks. After twelve weeks (weeks 13-37), the employee will not receive pay from the University. The University will continue to pay its portion of the benefit costs unless the employee has advised the University in writing that they do not wish to make the required employee contribution. The employee shall pay their portion of the group health and dental plan during the period of leave if their benefits are to be continued.

iv) Parental Leave for the Parent Who Has Not Given Birth

After 13 weeks of continuous employment, an employee is entitled to parental leave if they claim the status of primary caregiver. Compensation is granted on the same basis as Adoption Leave (Article 14.06 (iii)).

- (a) Parental Leave will commence no later than 52 weeks after the child is born or came into the employee's custody, care and control for the first time.

- (b) An employee who provides the University with proof that they have applied for and are eligible to receive employment insurance benefits shall be paid, for the first two weeks, payment equivalent to 93% of the rate of pay for their classification which they were receiving on the last day worked prior to the commencement of the parental leave, and
- (c) up to a maximum of ten (10) additional weeks, payment equivalent to the difference between the sum of weekly EI benefits the employee is eligible to receive and any other earnings by the employee, and ninety-three percent (93%) of the actual rate of pay for their classification which they were receiving on the last day prior to the commencement of the leave.
- (d) On returning from parental leave, the employee will be placed in his/her former position or in a position equivalent to his/her former position. If the position does not exist, Article 11.05 and 11.06 will prevail.
- (e) Seniority will continue to accumulate during the period of parental leave.
- (f) For the duration of the parental leave, the University will continue to pay its portion of the benefit costs unless the employee has advised the University in writing that they do not wish to make the required employee contributions.
- (g) If additional leave is required, the employee may request unpaid leave or utilize their accumulated vacation entitlement.
- (h) After twelve weeks (week 13-37), the employee will not receive pay from the University. The University will continue to pay its portion of the benefit costs unless the employee has advised the University in writing that they do not wish to make the required employee contribution. The employee shall pay their portion of the group health and dental plan during the period of leave if their benefits are to be continued.

14.07

Absent Without Permission

If an employee does not report to work because of illness or any other reason and fails to notify their supervisor or the Human Resources Office, in the event the supervisor is unavailable, during the first day of absence, the employee will be considered as absent without permission and the days lost

will be deducted from his pay. If an employee is absent without permission three (3) days during any two (2) month period, he will be given a written warning. An employee will be liable for dismissal after a second warning. If an employee is absent without permission for three (3) consecutive working days, he will be considered as having left the service of the University.

14.08 **Marriage Leave**

A seniority employee will be allowed marriage leave of three (3) working days without loss of pay.

14.09 **Medical/Dental Appointments**

An employee who has a medical or dental appointment or who requires time off for other medical reasons, having obtained permission from his supervisor, shall be granted such time. Whenever possible, appointments should be scheduled early in the morning, during lunch or late in the afternoon so as not to interfere with regularly scheduled work.

14.10 **Paid Leave Benefits**

Subject to the terms of the Benefit Plans, the University agrees to pay its portion of the premium for employee benefits as provided in this Agreement while an employee is on a paid leave of absence. The employee shall similarly pay his portion of the premium.

14.11 **Unpaid Leave Benefits**

Subject to the terms of the Benefit Plans, excluding short-term disability and long-term disability, an employee shall be allowed to continue enrolment in all employee benefit plans at his own expense while on an unpaid leave of absence.

14.12 **Union Leave**

(a) Union Leave – Salary Continuance

Leave of absence without pay may be granted to attend Union conventions or conferences. The Union shall reimburse the University for wage and benefit costs. Such leave will be granted up to a maximum of ten (10) working days for the bargaining unit per contract year (May to April).

(b) Union Leave – Without Pay

The University shall endeavour to grant a leave of absence without pay for any member of the bargaining unit for the purpose of attending conferences or seminars related to activities of the Union. Such leaves without pay will only be granted in situations where no additional cost or burden shall be borne by the University or the department.

No more than four (4) employees shall be absent on Union Leave [(a) and/or (b) above] at the same time. No more than two (2) employees shall be absent on Union Leave [(a) and/or (b) above] from the same department at the same time.

A request for such leave shall be provided by the Local 608 President, or his/her designate, on behalf of the member, to the member's immediate supervisor with a copy to the Vice-President, Finance, Administration & Strategic Capital Investments, or his/her designate, as soon as possible, but no later than ten (10) working days in advance. The parties are encouraged to provide a plan to ensure that operational requirements are met. These requests shall not be unreasonably denied.

14.13 **Union Leave**

An employee who is elected as a member of the Board of O.P.S.E.U. or selected for a full-time position with the Union, shall be granted leave of absence without loss of seniority and without pay for a period of up to two (2) years.

14.14 **Union Leave – Meetings**

Notification for attendance at any of the meetings listed below will be submitted to the appropriate supervisor/manager as soon as possible. Participation in these meetings should not be denied unless there are mitigating circumstances.

(a) Joint Employer-Union Committees

The Union's designated representatives on joint Employer-Union Committees shall suffer no loss of normal salary while attending meetings with the University where their presence is required or permitted under the terms of this Agreement.

(b) Ratification Meeting

Members of the bargaining unit shall, subject to operational requirements, be allowed to attend, without loss of pay or benefits, a meeting called by the local Union for purposes of ratifying collective agreements during working hours. The ratification meeting shall be set on a date mutually agreed to by the parties and shall commence not earlier than 2:30 p.m. on that day.

(c) Grievance and Arbitration/Mediation

Step 1 (Article 8.02): Union Steward and complainant for presentation of complaint to management.

Step 2 (Article 8.02): Union Steward, Chief Steward and grievor for duration of meeting.

Arbitration/Mediation (Article 9): Local President or Vice, Union Steward, Chief Steward and grievor for days of hearing and subpoenaed bargaining unit members.

It is understood that Article 14.14 applies to meetings held during the employee's normal working hours and that no overtime compensation will be granted for meetings extending beyond the employee's normal working hours.

14.15 **Emergency Leave**

A member is entitled to an unpaid emergency leave of up to ten (10) days each year as per the Ontario Employment Standards Act.

ARTICLE 15 – SICK LEAVE

15.01 Seniority employees will accumulate one (1) day sick leave credit per month until a total of twelve (12) days have accumulated. These sick leave credits may be used only for absences due to sickness or other legitimate medical reasons. The employee must work at least ten (10) days in the month to receive credit for that month. As of May 1, 2013, seniority employees will accumulate one (1) day sick leave credit per month until a total of fifteen (15) days have accumulated.

15.02 Seniority employees who have used any portion of their accumulated sick leave may accumulate one (1) day per month until the maximum has been

accumulated. The employee must work at least ten (10) days in the month to receive credit for that month. An employee employed for less than twelve (12) months per year is entitled to a proportional number of sick leave credits.

- 15.03 An employee shall not be paid for sick leave while entitled to Workplace Safety Insurance Board benefits.
- 15.04 An employee who cannot report for work due to illness shall immediately notify their supervisor or the Human Resources Office in the event the supervisor is unavailable. The attendance monitor of his department will record the absence on the monthly attendance form. An employee who is receiving weekly indemnity payments (Short-Term Disability) may use unused sick leave credits first, then unused vacation credits to top up his weekly indemnity (Short-Term Disability) benefit to a maximum of a regular day's wages.
- 15.05 If an employee is sick for more than three (3) consecutive days, he shall be required to present to the Director, Human Resources & Employee Relations, or his designate, a doctor's certificate. In addition, a doctor's note may be required for any day of absence where the University has reasonable grounds to question whether the absence is due to sickness or other legitimate medical reasons. It is the employee's responsibility to provide satisfactory medical proof of illness necessitating absence from work in order to qualify for and substantiate ongoing entitlement to sick leave.
- 15.06 An employee who cannot return to work after 182 consecutive days of illness shall apply for long term disability (LTD). Upon satisfactory medical proof of illness, the employee will receive LTD as provided by the group insurance plan.
- 15.07 In reviewing employees' sick leave usage, Human Resources may interview an employee if usage appears to be excessive, and may request a doctor's note/certificate for periods of sick leave of any duration.
- The University, under this Article (15.07) will assume the cost of the required doctor's note/certificate. The employee will present the receipt from the doctor's office, clearly indicating employer required certification of illness, to the Human Resources Department for reimbursement.
- 15.08 Commencing May 1, 2006, seniority employees who have used three (3) days or fewer of sick leave during the previous fiscal year (May 1 to April 30) shall be granted one (1) personal day with pay in the new fiscal year.

Calculations with regard to the three (3) days or fewer of sick leave utilized in the previous fiscal year will be made on a pro-rated basis for employees who are laid off during the fiscal year (e.g. an 8-month employee must utilize two (2) days or fewer of sick leave during the previous fiscal year to be awarded one (1) personal day). The attendance sheets in Human Resources are the records of reference for granting any personal days earned.

ARTICLE 16 – HOLIDAYS

16.01 An employee is entitled to holiday pay for the following:

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

16.02 In order to qualify for payment of the holiday concerned, the employee must work the full scheduled hours of work on the day immediately before the holiday and the full scheduled hours of work on the work day immediately following the holiday period unless absent for all or part of such days for reasons satisfactory to the University.

16.03 When a holiday or holidays as defined in Article 16.01 falls on a Saturday or Sunday, the University shall designate the preceding Friday and/or Monday following as a substitute day off period.

16.04

- (a) Bargaining unit employees will be allowed one (1) floating holiday for the first (1st), second (2nd), and third (3rd) year of service.
- (b) Employees with three (3) or more years of continuous service will be allowed a total of two (2) floating holidays per calendar year.
- (c) Employees with fifteen (15) or more years of continuous service will be allowed a total of three (3) floating holidays per calendar year.

- (d) A leave form approved by the Supervisor must be completed at least three (3) working days prior to the employee being granted a requested floater holiday.

ARTICLE 17 – VACATION

- 17.01 A full-time employee (1820 hours) on the active payroll shall be granted vacation credits in accordance with the following scale:

<u>Years of Continuous Service</u>	<u>Vacation Credit</u>	<u>Monthly Equivalent</u>
1 year	10 days	.83 days
2 to 4 years	15 days	1.25 days
5 to 6 years	16 days	1.33 days
7 to 12 years	20 days	1.66 days
13 to 14 years	21 days	1.75 days
15 years	25 days	2.08 days
25 years or more	30 days	2.5 days

As of May 1, 2012, a full-time employee (1820 hours) on the active payroll shall be granted vacation credits in accordance with the following scale:

<u>Years of Continuous Service</u>	<u>Vacation Credit</u>	<u>Monthly Equivalent</u>
1 year	10 days	.83 days
2 to 4 years	15 days	1.25 days
5 to 6 years	16 days	1.33 days
7 to 12 years	22 days	1.83 days
13 to 14 years	23 days	1.92 days
15 years	27 days	2.25 days
25 years or more	30 days	2.5 days

Employees who had a superior vacation entitlement as at May 1, 2008, shall not have their vacation entitlement decreased as a result of the above vacation schedule.

- 17.02 Vacation pay shall be computed on the basis of the employee's regular wages based on his normal hours of work. An employee must work at least ten (10) days in the month, excluding vacation credits utilized that month, to accrue their respective monthly allotment of vacation. An employee employed for less than twelve (12) months is entitled to a proportionally shorter vacation accrual in accordance with the schedule of vacation set out in this article. Vacation for employment service over the twelve (12) months to April 30 which is less than 1820 hours will be appropriately pro-rated.
- 17.03 An employee whose employment is terminated subsequent to April 30th in any year shall receive a lesser vacation pay pro-rated in accordance with the schedule of vacations set out in this Article.
- 17.04 The University reserves the right to schedule vacation to meet its operating requirements but agrees to consider the wishes of employees. Actual dates for vacations must be submitted by the employee and approved by the supervisor. Where scheduling conflicts arise, seniority will be considered by the supervisor when resolving the conflict. While the responsibilities of certain jobs will require the scheduling of vacations during other periods, alternative arrangements may be made at the discretion of the supervisor and department head.
- 17.05 If during an Employee's vacation period he/she becomes ill and said Employee would otherwise have been eligible to receive sick leave as per Article 15, and is able to provide a doctor's certificate, his/her vacation credits shall be restored to the extent of any sick leave granted.
- 17.06 Full-time employees shall be allowed to carry a maximum of five (5) days of vacation forward to the next fiscal year.

ARTICLE 18 – HEALTH AND WELFARE

- 18.01 The University agrees to make available to actively employed persons only, the following insured benefits in keeping with the regulations and provisions of such plans:

(a) **Life Insurance**

The University agrees to contribute eighty percent (80%) of the monthly premiums of the current basic life insurance plan to provide term insurance coverage of two (2) times their annual wages on the life

of the employee including a rider providing for four (4) times wage coverage for accidental death or dismemberment.

(b) **Short-Term Disability**

The University shall pay eighty percent (80%) of the Short-term Disability premiums which provides immediate coverage in case of an accident and after seven (7) days of sickness at seventy-five percent of regular weekly earnings as at the commencement of disability payable to a maximum of twenty-six (26) weeks. In order to qualify for short-term disability, the employee must comply with the requirements of the group benefit carrier. It is the employee's responsibility to provide satisfactory medical proof of illness necessitating absence from work in order to qualify for and substantiate on-going entitlement to short-term disability (STD). STD is not automatic. The benefit carrier will determine medical eligibility.

(c) **Long-Term Disability**

The University agrees to contribute eighty percent (80%) of the premium of the long term disability plan which after twenty-six (26) weeks provides for payment of seventy-five percent (75%) of basic monthly earnings to a maximum of ten thousand (\$10,000) per month, and to a member of the pension plan, a further nine percent (9%) minus the 1999 CPP contribution rate of (3.5%) of basic monthly earnings, not to exceed eight hundred dollars (\$800.00). The monthly payment to the pension plan shall be paid to the University who will match the amount and remit it to the pension carrier. It is the employee's responsibility to provide satisfactory medical proof of illness necessitating absence from work in order to qualify for and substantiate on-going entitlement to long-term disability (LTD). LTD is not automatic. The benefit carrier will determine medical eligibility.

(d) **Extended Health**

The University agrees to contribute eighty percent (80%) of the premiums toward the current extended health benefits plan subject to the eligibility requirements provided under such plan.

(e) **Dependent Life Insurance**

The University agrees to contribute eighty percent (80%) of the premium for dependent coverage of life insurance for the employee's

spouse in the amount of fifteen thousand dollars (\$15,000.00) and seven thousand, five hundred dollars (\$7,500.00) for each child.

(f) **Dental and Vision Care**

The University agrees to contribute eighty percent (80%) of the premium cost to provide for a Dental benefit and Vision Care benefits.

- (g) When a staff member dies in service, the estate will receive the normal compensation to the end of the month following the month in which the death occurs plus vacation pay accrued up to the date of death.

18.02 **Benefits for Retired Employees**

- (a) Employees who retire at or after fifty-five (55) years of age and who have at least ten (10) years of continuous service with the University, and who were members of the respective Plans as referred to in Article 18.01 (a), (d) and (f), shall continue as members of the Plans until death or age sixty-five (65) with the premiums paid for wholly by the employer.
- (b) Employees who retire at or after fifty-five (55) years of age and who have at least ten (10) years of continuous service with the University shall continue to have access to the University library until age sixty-five (65) on the same basis as Bargaining Unit members.
- (c) Employees, who are sixty-five (65) years of age or older, and who have at least ten (10) years of continuous service with the University, shall continue to have access to the University library on the same basis as Bargaining Unit members.
- (d) The University may, in its absolute discretion, provide Internet access to a retired member. The according or failure to accord such a benefit is not grievable.

18.03 **Provision of Safety Footwear**

Where an employee is required by the University, or by legislation, to acquire and wear protective footwear in order to perform his duties, the University shall pay to such employee, annually in May, an allowance up to \$250.00. The employee will be reimbursed after presenting the invoice for the purchase to Human Resources.

ARTICLE 19 – PENSION PLAN

19.01 A full-time employee shall be eligible to join the University Pension Plan after completing six (6) full months continuous service. The University shall contribute nine (9%) and the employee nine (9%) of wages. The full amount of funds contributed by both parties is to immediately vest in the name of the employee. Since the pension plan is integrated with CPP, the University will freeze the CPP component (stack) at the 1999 contribution rate of 3.5%.

ARTICLE 20 – REST PERIOD

20.01 The University will allow two (2) fifteen (15) minute rest periods, one in the forenoon and one in the afternoon as scheduled by the supervisor.

ARTICLE 21 – CLASSIFICATIONS

21.01 Positions covered by this Agreement shall be classified as clerical, secretarial, and technical personnel.

21.02 The wage scale will be implemented as follows:

- a) May 1, 2011 – An economic increase (EI) of 1%; and one (1) career development increment – CDI (step/increment);
- b) May 1, 2012 – An economic increase (EI) of 1%; and one (1) career development increment – CDI (step/increment);
- c) May 1, 2013 – An economic increase (EI) of 2%; and one (1) career development increment – CDI (step/increment).

21.03 A new employee's starting wage will be determined by the experience of the new employee and the availability of other suitable candidates, and may be anywhere within the wage range for his classification, at the discretion of the Vice-President, Finance, Administration & Strategic Capital Investments, or his designate. A probationary employee will be paid forty cents (\$0.40) per hour below their starting wage step/rate. If an employee is moving from part-time to full-time, a probationary period is still required but the forty (\$0.40) cents reduction will be waived if the employee is at Wage Step 1 or higher on the part-time wage scale.

- 21.04 The supervisor will be provided with an appraisal form prior to the date when an increase may be permitted. Under no circumstance should increments be considered to be automatic.
- 21.05 A supervisor may conduct an annual performance appraisal.
- 21.06 For the purposes of wage movement along the wage grid, as agreed to in collective bargaining, the effective date to be used will be May 1 annually.
- 21.07 At the time of hire or job change, each employee shall receive a letter stating his starting wage and classification according to Schedule "A" and a statement including a description of the job for which he has been hired. The job description is not a grievable matter. Failure to give the letter is grievable.

ARTICLE 22 – HOURS OF WORK

- 22.01 The standard work week shall be thirty-five (35) hours per week and the standard work day shall be seven (7) hours. It is expressly understood that the provisions of this article are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee of hours of work per day nor as to the days of work per week. The University is open seven (7) days per week, and regular week-end work is required. The work week extends from Monday to Sunday and normally will be worked in five shifts consecutively.
- 22.02 The work schedule to meet the operational requirements of the University may be varied. If the schedule is varied, employees shall be notified in writing four (4) weeks in advance. In the case of individual or minor revisions required by illness, holidays, vacations, leave of absence, terminations and the like, the University will make every endeavour to give the employee or employees concerned at least two (2) days' notice. Such notice may not be possible in cases of illness, bereavement or other emergency.
- 22.03 An employee whose family responsibilities (e.g. child care) will initially be affected by a permanent change to her/his hours of work will be provided with reasonable notice and/or an opportunity to make alternate arrangements prior to the implementation of the change in hours or days of the week.
- 22.04 Authorized overtime shall be paid to employees within the bargaining unit at the rate of one and one-half (1½) times wage. Time off at the rate of one

and one-half (1½) hours for every hour, may be granted in lieu of wages by mutual agreement. If the time is not taken off by April 30 of each year, the employee will be paid.

22.05 In no event shall overtime or premium compensation be duplicated, compounded, or pyramided.

22.06 **Call Back/Call in/Emergency**

When an employee is called to work 30 minutes or more after his/her normal work day or is responding to a call-in or emergency, he/she shall be paid either a minimum of four (4) hours at straight time or time and one-half (1½) for the hours worked, whichever is greater. If the work is pre-scheduled with a 72 hour notice, this article shall not apply.

22.07 **Working on a Statutory Holiday and Non-Statutory Holiday**

If employees are required to work on any of the statutory holidays for which they qualify, they will be paid time and one half for hours worked, plus the compensation for a normal day (two and one-half times normal rate), or; pay for all hours worked on such day at the rate of one and one-half (1½) times the employee's regular straight time rate of pay and a lieu day off at regular straight time rate of pay taken at a time mutually agreeable to the employee and his supervisor; or the employee may elect to take time off with pay in an amount equal to the overtime rate for hours worked and any applicable holiday pay at a time mutually agreeable to the employee and his supervisor. If the time is not taken by April 30 of each year, the employee will receive equivalent pay.

If the employee is required to work on any of the non-statutory holidays for which they qualify, such as the Christmas closing, he will receive a mutually convenient alternate day off with pay. If the time is not taken off by April 30 of each year, the employee will be paid at straight time.

ARTICLE 23 – GENERAL

23.01 **Union Notices**

(a) If the Union steward desires to post a Union notice on a bulletin board provided for such purpose, such notice shall be first submitted to the Vice-President, Finance, Administration & Strategic Capital Investments, or his designate, for approval. Such approval shall not be unreasonably

withheld. Neither the University, the Union, nor any employee shall make any change in such notice thereafter.

- (b) There shall be no distribution or posting by employees or the Union of pamphlets, advertising or political matter, cards, notice or any other kind of literature upon the University's property, or upon the University's time, except as herein provided.

23.02 **Payroll Frequency**

The University will pay employees every two (2) weeks. New employees will be paid on the subsequent pay period. The University will include payment for overtime worked in the first pay period following the pay period in which the overtime was worked.

23.03 **Change of Address and Status**

It is the responsibility of the employee to immediately notify the Human Resources Office of any change of address and/or status. Failure to notify the University will relieve the University of any responsibility arising therefrom.

23.04 **Bilingual Policy**

The University will not cause anyone to be laid off or displaced as a result of its policy on bilingualism. The University will endeavour to meet its policy on bilingualism by designating positions as bilingual or requiring a level of competency in another language for vacant or new positions.

23.05 **Use of University Equipment & Facilities**

The use of University meeting rooms by the Union will be permitted with prior authorization of the Vice President, Finance, Administration and Strategic Capital Investment. Facilities will be booked utilizing the regular booking process and when required, video conferencing equipment will also be made available.

The use of University electronic mail services by the Union will also be permitted with the prior authorization of the Vice President, Facilities and Strategic Capital Investment.

The University agrees that the Union shall provide and maintain a central bulletin board at all campus locations as mutually agreed upon between the University and the Union.

23.06 Disclosure

Information from the University to the Union:

- (a) The University will send to the President of Local 608, or his/her designate, on or about July 1 of each year, the following information for each member:
 - i) current wage grade;
 - ii) classification; and
 - iii) wage step.

- (b) The University will notify the President of Local 608, or his/her designate, when the following changes occur:
 - i) new hires;
 - ii) transfers;
 - iii) promotions;
 - iv) demotions;
 - v) appointments;
 - vi) lay-offs and recalls;
 - vii) retirements;
 - viii) redeployments;
 - ix) approved leave of absences; and
 - x) terminations.

ARTICLE 24 – TECHNOLOGICAL CHANGE

- 24.01 Where the University has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the University undertakes to meet with the Union to consider retraining and the minimization of adverse effects (if any) upon the employees concerned.

Employees to be displaced will be given first opportunity for retraining to the new position provided they possess the minimum necessary qualifications established by the University. During the retraining period, the position may be filled by a temporary employee.

ARTICLE 25 – EXPENSES

- 25.01 Mileage rates paid to employees using their cars on the University's business, with the approval of the University, shall be paid a mileage allowance established by the University.
- 25.02 When an employee is required by the University to travel out of the city on University business, the University will reimburse the employee for reasonable expenses in accordance with the policy of the University.

ARTICLE 26 – PERSONNEL FILE

- 26.01 Employees may request in writing to the Vice-President, Finance, Administration & Strategic Capital Investments, or his designate, to see their personnel file (personal references excluded) not more than twice (2x) per year. The employee shall review the file in the presence of a member of Human Resources.
- 26.02 Two (2) years after a warning or reprimand has been issued, the warning or reprimand so given will not be considered in any subsequent disciplinary action and will be removed from the employee's employment records provided the employee has not been disciplined during that two (2) year period.

ARTICLE 27 – HARASSMENT AND DISCRIMINATION

- 27.01 Employees shall have the right to be free from harassment and discrimination within the workplace. An employee may file a complaint with any member of the Harassment and Discrimination Committee as per the Harassment and Discrimination Policy.

The complainant may choose a Union Representative to assist her/him in presenting the complaint. At any point in the procedure, the complaint may be referred to the Ontario Human Rights Commission.

ARTICLE 28 – TERMINATION OF AGREEMENT

This agreement shall remain in full force and effect from May 1, 2011, to April 30, 2014, and shall continue in force from year to year thereafter unless no more than ninety (90) days before the date of termination either party furnishes the other with notice of termination or proposed revision of this Agreement.

SIGNED at North Bay, Ontario this _____ day of _____, 2011

FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES' UNION

FOR NIPISSING UNIVERSITY

Normand Pilon, Chief Negotiator

Cheryl Sutton, Chief Negotiator

Rob Boulet

Vicky Paine-Mantha

Arlene Jackson

Bob Keech

Sandra Managhan

SCHEDULE A
FULL-TIME SUPPORT STAFF WAGE GRID
FOR THE PERIOD MAY 1, 2011 TO APRIL 30, 2012

WAGE GRADE	POINT BAND	WAGE STEPS								CLASSIFICATION
		1	2	3	4	5	6	7	8	
90	561-606	27.64	28.56	29.48	30.40	31.32	32.24	33.16	34.07	Technologist D, Coordinator E
80	515-560	26.08	26.95	27.82	28.69	29.56	30.43	31.30	32.14	Technologist C, Coordinator D
70	469-514	24.59	25.41	26.23	27.05	27.87	28.69	29.51	30.33	Technologist B, Coordinator C
60	423-468	23.20	23.98	24.76	25.54	26.32	27.10	27.88	28.66	Technologist A, Coordinator B
50	377-422	21.90	22.63	23.36	24.09	24.82	25.55	26.28	26.98	Clerk D, Coordinator A, Technician C
40	331-376	20.66	21.35	22.04	22.73	23.42	24.11	24.80	25.46	Clerk C, Secretary C, Technician B
30	285-330	19.48	20.13	20.78	21.43	22.08	22.73	23.38	24.04	Clerk B, Secretary B, Technician A
20	239-284	18.38	18.99	19.60	20.21	20.82	21.43	22.04	22.62	Clerk A, Secretary A

NOTE:

- Pay equity has been achieved prior to implementing this grid.
- This grid will be used for achieving internal equity and maintaining pay equity in the future

SCHEDULE A
FULL-TIME SUPPORT STAFF WAGE GRID
FOR THE PERIOD MAY 1, 2012 TO APRIL 30, 2013

WAGE GRADE	POINT BAND	WAGE STEPS								CLASSIFICATION
		1	2	3	4	5	6	7	8	
90	561-606	27.92	28.85	29.78	30.71	31.64	32.57	33.50	34.41	Technologist D, Coordinator E
80	515-560	26.34	27.21	28.08	28.95	29.82	30.69	31.56	32.46	Technologist C Coordinator D
70	469-514	24.84	25.67	26.50	27.33	28.16	28.99	29.82	30.63	Technologist B, Coordinator C
60	423-468	23.43	24.22	25.01	25.80	26.59	27.38	28.17	28.95	Technologist A, Coordinator B
50	377-422	22.12	22.85	23.58	24.31	25.04	25.77	26.50	27.25	Clerk D, Coordinator A, Technician C
40	331-376	20.87	21.56	22.25	22.94	23.63	24.32	25.01	25.71	Clerk C, Secretary C, Technician B
30	285-330	19.67	20.33	20.99	21.65	22.31	22.97	23.63	24.28	Clerk B, Secretary B, Technician A
20	239-284	18.56	19.17	19.78	20.39	21.00	21.61	22.22	22.85	Clerk A, Secretary A

NOTE:

- Pay equity has been achieved prior to implementing this grid.
- This grid will be used for achieving internal equity and maintaining pay equity in the future

SCHEDULE A
FULL-TIME SUPPORT STAFF WAGE GRID
FOR THE PERIOD MAY 1, 2013 TO APRIL 30, 2014

WAGE GRADE	POINT BAND	WAGE STEPS								CLASSIFICATION
		1	2	3	4	5	6	7	8	
90	561-606	28.48	29.43	30.38	31.33	32.28	33.23	34.18	35.10	Technologist D, Coordinator E
80	515-560	26.87	27.76	28.65	29.54	30.43	31.32	32.21	33.11	Technologist C, Coordinator D
70	469-514	25.34	26.18	27.02	27.86	28.70	29.54	30.38	31.24	Technologist B, Coordinator C
60	423-468	23.90	24.70	25.50	26.30	27.10	27.90	28.70	29.53	Technologist A, Coordinator B
50	377-422	22.56	23.31	24.06	24.81	25.56	26.31	27.06	27.80	Clerk D, Coordinator A, Technician C
40	331-376	21.29	21.99	22.69	23.39	24.09	24.79	25.49	26.22	Clerk C, Secretary C, Technician B
30	285-330	20.06	20.73	21.40	22.07	22.74	23.41	24.08	24.77	Clerk B, Secretary B, Technician A
20	239-284	18.93	19.56	20.19	20.82	21.45	22.08	22.71	23.31	Clerk A, Secretary A

NOTE:

- Pay equity has been achieved prior to implementing this grid.
- This grid will be used for achieving internal equity and maintaining pay equity in the future

May 1, 2011

Mr. Normand Pilon
Ontario Public Service Employees Union
579 Fraser Street
North Bay, Ontario
P1B 3X3

Dear Mr. Pilon:

Letter of Understanding re: Summer Hours

This letter will confirm the understanding given at the recently concluded negotiations for the Collective Agreement which expires April 30, 2014, to the effect that for the duration of this Collective Agreement, the University will continue the present practice of having summer hours. During the period of summer hours, employees will have a one-half (1/2) hour meal period instead of the normal one (1) hour meal period.

The above is subject to the operational requirements of the departments and the University.

Yours truly,

(original signed by Vicky Paine-Mantha)

Vicky Paine-Mantha,
Vice-President, Finance, Administration & Strategic Capital Investments

May 1, 2011

Mr. Normand Pilon
Ontario Public Service Employees Union
579 Fraser Street
North Bay, Ontario
P1B 3X3

Dear Mr. Pilon:

Letter of Understanding re: Early Retirement

In the event of a layoff, the University agrees to meet with the Union to discuss early retirement options. The parties agree that these discussions will not be a subject of a grievance.

Yours truly,

(original signed by Vicky Paine-Mantha)

Vicky Paine-Mantha,
Vice-President, Finance, Administration & Strategic Capital Investments

May 1, 2011

Mr. Normand Pilon
Ontario Public Service Employees Union
579 Fraser Street
North Bay, Ontario
P1B 3X3

Dear Mr. Pilon:

Letter of Understanding re: Christmas Closing

This letter will confirm the understanding that during the term of this Agreement, if the University closes for the Christmas Break, employees will not suffer any loss of regular wages during the period of closure.

Yours truly,

(original signed by Vicky Paine-Mantha)

Vicky Paine-Mantha,
Vice-President, Finance, Administration & Strategic Capital Investments

May 1, 2011

Mr. Normand Pilon
Ontario Public Service Employees Union
579 Fraser Street
North Bay, Ontario
P1B 3X3

Dear Mr. Pilon:

Letter of Understanding re: Tuition Fee Exemption and Professional Development

This letter will confirm the understanding that for the duration of this Collective Agreement, the University will continue to follow its present practice with respect to tuition fee exemption for staff and dependants and will follow the policy and procedures for professional development.

Yours truly,

(original signed by Vicky Paine-Mantha)

Vicky Paine-Mantha,
Vice-President, Finance, Administration & Strategic Capital Investments

May 1, 2011

Mr. Normand Pilon
Ontario Public Service Employees Union
579 Fraser Street
North Bay, Ontario
P1B 3X3

Dear Mr. Pilon:

Letter of Understanding re: Employee Relations Committee

This letter will confirm the University's commitment to working jointly with OPSEU to develop terms of reference for the Employee Relations Committee to be completed by December 31, 2011.

Yours truly,

(original signed by Vicky Paine-Mantha)

Vicky Paine-Mantha
Vice-President, Finance, Administration and Strategic Capital Investments

May 1, 2011

Mr. Normand Pilon
Ontario Public Service Employees Union
579 Fraser Street
North Bay, Ontario
P1B 3X3

Dear Mr. Pilon:

Letter of Understanding re: Job Evaluation Process

This letter will confirm the University's commitment to maintaining Pay Equity in compliance with the Pay Equity Act through the Job Evaluation Process. The Job Evaluation Process will undergo a review at least every 5 years (or as often as deemed necessary by the parties) to ensure it reflects best practices and current legislation.

Yours truly,

(original signed by Vicky Paine-Mantha)

Vicky Paine-Mantha
Vice-President, Finance, Administration and Strategic Capital Investments

May 1, 2011

Mr. Normand Pilon
Ontario Public Service Employees Union
579 Fraser Street
North Bay, Ontario
P1B 3X3

Dear Mr. Pilon:

Letter of Understanding Re: Market Value Adjustment

The parties agree that the University may, in its discretion, develop and implement market value adjustment, as the need arises, for selected job classes within the bargaining unit.

A market value adjustment shall adhere to the following criteria:

1. Market value adjustments shall be used for a specific purpose (e.g. recruitment and/or retention) and shall be for a specific and limited period of time. As such, market value adjustments shall be treated as non-base salaries.
2. Market value adjustments shall be paid on a quarterly basis on the first (1st) pay date after the completion of the quarter.
3. An eligible employee shall receive quarterly adjustments (one-time lump sum payments) provided that he/she continues active employment in his/her position for each of the quarters.

An eligible employee who commences employment with the University during a quarter shall have his/her non-base market adjustments for the quarter pro-rated accordingly (i.e. relative to the length of time he/she is employed during the quarter).

An eligible employee who resigns from the University within the quarter shall not be eligible to receive the applicable market value adjustment, even on a pro-rated basis.

The market value adjustment shall have no impact on the level of the employee's salary nor on the employee's level of benefits.

4. Each market value adjustment will document the following:
 - (a) the rationale for the market value adjustment; e.g. skills shortage and high demand for a specific set of competencies, skills or professions
 - (b) the specific job class(es) eligible for consideration by the market value adjustment
 - (c) labour market information related to the market value adjustment
 - (d) the value of the market value adjustment
5. If the University determines that a market value adjustment is necessary for a specific job class(es), requests for consideration will be made at the departmental level, but shall require the authorization and approval of the Director, Human Resources & Employee Relations before consideration at the University level.
6. Once the University develops a market value adjustment and related criteria, the Union shall be provided with an opportunity to review and provide feedback related to 4(a)-(d) delineated above. The University shall seriously consider advice and feedback received from the Union. The Union shall be provided with a copy of the market value adjustment and the attendant procedures.
7. Once a market value adjustment is implemented, the adjustment shall be reviewed annually to determine if the adjustment should continue, discontinue or requires changes.
8. In the event that a decision is made by the University to discontinue the program in its entirety, the University shall provide both the Union and affected employees with a three (3) month notice of discontinuation of the market value adjustment.
9. In the event that the value of the annual market value adjustment is reduced, the individual employee affected will be provided with a two (2) week notice of such reduction.

10. The parties agree that the market value adjustment and any and all issues surrounding development, implementation, application, administration and termination shall not become the subject matter of a grievance (policy or individual) and shall not become the subject matter to which an Arbitrator or Arbitration Board has jurisdiction.

Yours truly,

(original signed by Vicky Paine-Mantha)

Vicky Paine-Mantha,
Vice-President, Finance, Administration & Strategic Capital Investments