

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 608 – Part-time**

and

Nipissing University

DURATION: September 1, 2011 – August 31, 2015



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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 regularly employed for not more than 24 hours per week 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 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 positions 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.

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 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, 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 10 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 or special 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 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 one (1) steward from the University employees who shall have been on the University's payroll continuously for a period of six (6) months immediately prior to his selection.
- 6.03 The Union shall notify the University in writing of the name of the steward. The University shall not be required to recognize any steward 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 the 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 two (2) union members to meet with the University to negotiate the renewal of this Agreement. The union shall reimburse the University for wage and benefit costs of the members.

- 6.07 An employee who is to receive a verbal or written reprimand, suspension or who is to be discharged shall have the privilege of having the steward or another bargaining unit member who is available at the time, to witness the meeting.
- 6.08 Either party may be represented or assisted by an outside representative at any meeting of the parties. Either the Union or the University may request the attendance of a staff representative at a meeting of the parties with advance notice to the other party.

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 word "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 procedure. 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 seven (7) 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 the contract which the grievor claims has been violated and 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 or other employees.
- 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 to the Union 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 covered.
- 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 post-marked 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 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 hereto.

- 9.02 The Board of Arbitration shall be composed of one (1) person appointed by the University, 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 appointees shall, within twenty (20) days of the appointment of the second appointee, appoint a third 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 (a) Seniority, as referred to in this Agreement, shall mean the length of part-time service in a continuing position covered by this agreement.
- (b) Seniority will continue to accrue while a member of this bargaining unit is employed by the University outside the bargaining unit on a temporary basis for up to one year. Such seniority accrual will not exceed the total hours the member worked during the 12 months prior to this outside assignment.
- 10.02 An employee shall be considered a probationary employee and not be subject to the seniority provisions of the Agreement nor shall his name be placed on the seniority list until after such time he has completed 455 hours or a maximum of seven (7) months worked in the same position. At the discretion of the University, the probation period may be extended for an additional 303 hours or a maximum extension of four (4) months worked. In such case, an evaluation of the employee's progress and performance shall be made at the end of the initial period. The employee shall be notified in writing within fifteen (15) calendar days that he has completed the probationary period. It is expressly understood, however, that the extension of the probationary period is not subject to the grievance procedure. It is 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 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 and October 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 posted on the bulletin board or within five (5) working 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.

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 part-time service with the University. In all cases, the following two 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 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 scheduled 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 and/or has not been scheduled to work for a period of four (4) months;

(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 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 disabled;

(g) he utilizes a leave of absence for a purpose 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 purpose of recall only.

10.07 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 total part-time hours of work by 1820.

ARTICLE 11 – LAY-OFF AND RECALL

11.01 In determining when part-time 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 Once notified, members will be afforded two (2) calendar 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 - SEASONAL/TEMPORARY EMPLOYEES

- 12.01 It is understood and agreed that the University may enter into individual contracts of employment for a specified term of up to six weeks (210 hours) at a remuneration agreed upon by the University and the individual. The rate will not be greater than the entry rate as indicated in Schedule A.
- 12.02 Such individual contracts of employment will be used in circumstances where the job is for a project, definite term and/or task. The University agrees not to use such individual contracts to displace present full time employees in the bargaining unit.
- 12.03 It is agreed that such contracts of employment may be entered into without regard to the provisions of the Article relating to the filling of vacancies.
- 12.04 Persons on an individual contract of employment shall be terminated in accordance with the terms and conditions set out in the individual contract.
- 12.05 Save as expressly provided by this Article, no other terms or conditions of the Collective Agreement shall apply to any employees hired on individual contracts of employment.
- 12.06 The employer agrees that students or other persons engaged in temporary employment will not adversely affect the rights of employees under this agreement.

ARTICLE 13 - VACANCIES AND POSTING

- 13.01 In selecting a candidate to fill a regular part-time 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.
- 13.02 When in the judgement of the University, which shall not be exercised in a discriminatory manner, the factor (a) is equal as between two or more employees, then and only then shall factor (b) govern.

- 13.03 (a) The University agrees that notices shall be posted for a period of seven (7) working days for all new jobs or vacancies in the bargaining unit.
- (b) The University will consider first those applications which are received from employees in the part-time bargaining unit.
- (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) The University may fill vacant positions or new jobs on a temporary basis at its discretion for a maximum of six (6) months. Where the job is being filled from inside the bargaining unit through the job posting procedure, the University will endeavour to move the successful applicant within sixty (60) calendar days of the decision.
- 13.04 In selecting a candidate to fill a regular full-time vacancy in the full-time OPSEU bargaining unit, Local 608, the University will consider first those applications which are received from employees in the full-time bargaining unit or from a part-time employee with more than 455 hours of service who currently holds the position. If it is determined that no such member possesses the necessary overall qualifications for the position, the University shall subsequently consider those applications from employees in the part-time bargaining unit who have passed their probationary period. If a successful candidate is not selected for the position, the University will then seek outside of the OPSEU bargaining unit to fill the vacancy.

ARTICLE 14 - TRIAL PERIOD

- 14.01 In the event the successful applicant under Article 13 – Vacancies and Postings – is a member of the part-time bargaining unit, then he/she shall be placed on a trial 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, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position and wage rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and wage rate without loss of seniority.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 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.

15.02 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.

15.03 Bereavement Leave

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) consecutive calendar days, including the date of death, 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 travelling time, as determined by the Vice-President, Finance, Administration & Strategic Capital Investments may be allowed with or without pay.

15.04 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.

15.05 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.

15.06 PREGNANCY AND PARENTAL LEAVE**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 will be maintained 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 23.01 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 and hours of work for her classification which she was receiving on the last day prior to the commencement of the pregnancy leave.

iii) **ADOPTIVE LEAVE**

After thirteen (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 10.04 will prevail.
- (f) Seniority will be maintained 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.
- (i) An employee is entitled to a leave of absence for 37 weeks. 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.

iv) **PARENTAL LEAVE FOR THE PARENT WHO HAS NOT GIVEN BIRTH**

After thirteen (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 15.06 (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 10.04 will prevail.
- (e) Seniority will be maintained 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.
- (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.

15.07 Absence 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 the first day of absence, the employee will be considered as absent without permission. If an employee is absent without permission three (3) scheduled days during any two-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 scheduled working days, he will be considered as having left the service of the University.

15.08 Union Leave

Leave of absence without pay may be granted to attend Union conventions, conferences and/or training. The union shall reimburse the University for wage and benefit costs. Such request is to be given to the Vice-President, Finance, Administration & Strategic Capital Investments, or his designate, at least ten (10) working days in advance. Such leave will be granted up to a maximum of ten (10) working days for the bargaining unit per fiscal year (May to April). Only one (1) employee per campus shall be absent on such leave at the same time.

15.09 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 purposed 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 no earlier than 2:30 p.m. on that day.

(c) Grievance and Arbitration/Mediation

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

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

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

It is understood that Article 15.09 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.

15.10 Union Leave (Extended)

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.

15.11 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.

15.12 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.

15.13 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 16 - PUBLIC HOLIDAYS

16.01 The following holidays are entitled to holiday pay on a prorated basis as per Article 16.05:

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

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

16.03 Public Holiday Pay

If employees are required to work on any of the public holidays for which they qualify, they will be paid as follows:

- a) Payment for time worked at time and one half the employee's regular rate plus the compensation for a normal day as defined in 16.05; OR
- b) Payment for time worked at time and one half the employee's regular rate plus time off equivalent to a normal day as defined in 16.05.
- c) Time off referenced in (b) above is to be scheduled at a time mutually convenient to the employee and the supervisor. If the time is not taken by April 30 of each year, the employee will receive equivalent pay.

16.04 Non-Public Holiday Pay (Easter Monday)

If employees are required to work on any of the non-public holidays for which they qualify, such as Easter Monday, they will be paid for time worked at the employee's regular rate plus the compensation for a normal day as defined in 16.05.

16.05 Definition of "Normal Work Day"

When hours or days worked vary from day to day and/or week to week, a "normal work day" will be deemed to be five (5) hours.

ARTICLE 17 - SICK LEAVE

- 17.01 Seniority employees will accumulate on a prorated basis one (1) day sick leave per month until a total of twelve (12) days have accumulated. The employee must work at least ten (10) days in the month to receive credit for that month.
- 17.02 Part-time employees who have used any portion of the prorated twelve (12) days sick leave may accumulate a prorated day per month until the maximum of twelve (12) prorated days has been accumulated. The employee must work at least ten (10) days in the month to receive credit for that month.
- 17.03 An employee shall not be paid for sick leave while entitled to Workplace Safety Insurance Board benefits.
- 17.04 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. An employee who is receiving short term disability payments may use unused sick leave credits to top up his short term disability to a maximum of a regular day's pay.
- 17.05 If an employee is sick for more than three (3) consecutive scheduled work 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 on-going entitlement to sick leave.
- 17.06 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.

- 17.07 In reviewing employees' sick leave usage, a Human Resources administrator 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 (17.07), 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.

- 17.08 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 at a pro-rated basis for employees who are laid off during the fiscal year (e.g. an 8-month employee must utilize two (2) or fewer days 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 18 - VACATIONS

- 18.01 Employees will be paid vacation pay in accordance with the Employment Standards Act of Ontario.
- 18.02 Effective September 1, 1990, an employee who has reached wage step 4 will be entitled to six percent (6%) vacation pay on subsequent earnings. If an employee changes classification and has attained four (4) years (calendar) of service, they shall continue to be entitled to six percent (6%) vacation pay on subsequent earnings.

ARTICLE 19 - REST PERIOD

- 19.01 The University will allow one (1) fifteen (15) minute rest period for each four (4) hours of scheduled work. The University shall provide unpaid eating periods of at least one-half (1/2) hour at such intervals as will result in no employee working longer than five (5) consecutive hours without an eating period in accordance with the Employment Standards Act.

ARTICLE 20 - CLASSIFICATIONS

- 20.01 Part-time employees covered by this Agreement shall be classified as Clerk A, B, C, D, and Secretary A, B, C, and Technician A, B, C, and Coordinator A, B, C, D, E, and Technologist A, B, C, and D.
- 20.02 The wage grid shall apply for the period of this agreement and shall be implemented as follows:
- A) September 1, 2011 – An economic increase (EI) of 1% and one (1) career development increment – CDI (step/increment);
 - B) September 1, 2012 – An economic increase (EI) of 1% and one (1) career development increment – CDI (step/increment);
 - C) September 1, 2013 – An economic increase (EI) of 2% and one (1) career development increment – CDI (step/increment); and
 - D) September 1, 2014 – An economic increase (EI) of 2% and one (1) career development increment – CDI (step/increment).
- 20.03 A supervisor may conduct an annual performance appraisal.
- 20.04 For the purposes of wage movement along the wage grid, as agreed to in collective bargaining, the effective date to be used will be September 1 annually.
- 20.05 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 21 - HOURS OF WORK

- 21.01 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. Part-time employees shall work the hours scheduled by the University which will not

- normally exceed 24 hours in a week. Employees may be scheduled to work in excess of 24 hours per week for a maximum of six (6) months without affecting their part-time status due to illness, accident, leave of absence, maternity or paternity leave, vacation relief, or other similar circumstances beyond the control of the University. After six (6) months, if there is a continued need for the employee to work more than 24 hours per week, the part-time position must be posted as a full-time position unless otherwise mutually agreed to. Part-time employees may be required to work additional hours in excess of their regular schedule. The employees agree to cooperate in working the required hours.
- 21.02 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.
- 21.03 Authorized overtime shall be paid to employees within the bargaining unit at the rate of one and one-half (1-1/2) times their hourly wage for time worked over thirty-five (35) hours in any one week.
- 21.04 In no event shall overtime or premium compensation be duplicated, compounded or pyramided.
- 21.05 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.
- 21.06 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.
- 21.07 Attendance at staff meetings scheduled during a non-working period is optional for employees.

ARTICLE 22 - GENERAL

22.01 Union Notices

- (a) The use of University meeting rooms by the Union will be permitted with prior authorization of the Vice-President, Finance, Administration & Strategic Capital Investments. 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, Finance, Administration & Strategic Capital Investments.

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

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

22.02 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.

22.03 Change of Address or 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.

22.04 Bilingual Policy

Notwithstanding any official policy on bilingualism established at the University, no employee hired prior to September 1, 2008, will be laid off

from the University as a direct result of his inability to communicate in the French language.

22.05 **Pension Plan**

A part-time employee shall be eligible to join the University Pension Plan (which is non-mandatory) after completing six (6) months of service and the completion of his probationary period. 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%.

22.06 **Harassment and Discrimination**

Employees shall have the right to be free from harassment and discrimination within the work place. 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.

22.07 **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 23 - HEALTH AND WELFARE

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

(a) LIFE INSURANCE

The University agrees to contribute a prorated percentage of the monthly premiums of the current basic life insurance plan to provide term insurance coverage of two (2) times their annual wage on the life of the employee including a rider providing for four (4) times their annual wage coverage for accidental death or dismemberment.

(b) SHORT TERM DISABILITY

The University shall pay a prorated percentage of the Short Term Disability premiums which provide immediate coverage in case of an accident and after seven (7) days of sickness at seventy-five percent (75%) of regular weekly earnings as at the commencement of disability payable up to twenty-six (26) weeks. In order to qualify for Short Term Disability, the employee must comply with the requirements of the group benefits 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 a prorated percentage 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 (Medical)

The University agrees to contribute a prorated percentage 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 a prorated percentage 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 a prorated percentage of the premium cost to provide for a Dental benefit and Vision Care benefit.

(g) DEATH BENEFIT

When a staff member dies in service, the estate will receive, the following month, the normal compensation to the end of the month in which the death occurred, plus the vacation accrued up to the date of death.

23.02 PROVISION OF SAFETY FOOTWEAR

Where an employee is required by the University or by legislation, in order to perform his/her duties, to acquire and wear protective footwear, 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 24 - EXPENSES

- 24.01 Mileage rates paid to employees using their cars on the University's business with the approval of the University shall be paid the lesser of the mileage allowance or equivalent rental cost as per the current University policy in effect.
- 24.02 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 25 - PERSONNEL FILE

- 25.01 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 per year. The employee shall review the file in the presence of the Director, Human Resources & Employee Relations, or his designate.
- 25.02 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 26 - TERM OF AGREEMENT

- 26.01 This Agreement shall remain in force and effect from September 1, 2011, to August 31, 2015, 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 this _____ day of _____, 2011.

For the Union

For the Employer

Normand Pilon, Chief Negotiator

Cheryl Sutton, Chief Negotiator

Rob Boulet

Vicky Paine-Mantha

Tanya McCubbin

Bob Keech

September 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 SUBSIDY

Employees who have reached Wage Step 1 on the regular part-time support staff wage grid shall be entitled to a reduction in tuition fees as follows:

50% of the tuition fee for staff and their dependents, if successfully completed, as described in the Policy and Procedure Manual.

Yours truly,

(original signed by Vicky Paine-Mantha)

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

September 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

September 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

September 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

September 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.

Clarity Note #1: The maximum amount payable during the closure for any employees not required to work will be equivalent to the total gross wages over the last four (4) work weeks (Monday through Sunday) prior to the Christmas closing, divided by four.

Clarity Note #2: If an employee is required to work during the closure due to operational requirements, he will receive payment at the employee's regular rate for the hours worked or he will receive a mutually convenient equivalent time off with pay. This payment will be in addition to the amount calculated in Clarity Note #1. If time off referred in this clarity note is not taken by April 30 of each year, the employee will be paid at straight time.

Yours truly,

(original signed by Vicky Paine-Mantha)

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

SCHEDULE A
PART-TIME SUPPORT STAFF WAGE GRID
FOR THE PERIOD SEPTEMBER 1, 2011 TO AUGUST 31, 2012

WAGE GRADE	POINT BAND	ENTRY	WAGE STEPS								CLASSIFICATION
			1	2	3	4	5	6	7	8	
90	561-606	27.24	27.64	28.56	29.48	30.40	31.32	32.24	33.16	34.07	Technologist D, Coordinator E
80	515-560	25.68	26.08	26.95	27.82	28.69	29.56	30.43	31.30	32.14	Technologist C, Coordinator D
70	469-514	24.19	24.59	25.41	26.23	27.05	27.87	28.69	29.51	30.33	Technologist B, Coordinator C
60	423-468	22.80	23.20	23.98	24.76	25.54	26.32	27.10	27.88	28.66	Technologist A, Coordinator B
50	377-422	21.50	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	20.26	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	19.08	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	17.98	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
PART-TIME SUPPORT STAFF WAGE GRID
FOR THE PERIOD SEPTEMBER 1, 2012 TO AUGUST 31, 2013

WAGE GRADE	POINT BAND	ENTRY	WAGE STEPS								CLASSIFICATION
			1	2	3	4	5	6	7	8	
90	561-606	27.52	27.92	28.85	29.78	30.71	31.64	32.57	33.50	34.41	Technologist D, Coordinator E
80	515-560	25.94	26.34	27.21	28.08	28.95	29.82	30.69	31.56	32.46	Technologist C, Coordinator D
70	469-514	24.44	24.84	25.67	26.50	27.33	28.16	28.99	29.82	30.63	Technologist B, Coordinator C
60	423-468	23.03	23.43	24.22	25.01	25.80	26.59	27.38	28.17	28.95	Technologist A, Coordinator B
50	377-422	21.72	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	20.47	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	19.27	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	18.16	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
PART-TIME SUPPORT STAFF WAGE GRID
FOR THE PERIOD SEPTEMBER 1, 2013 TO AUGUST 31, 2014

WAGE GRADE	POINT BAND	ENTRY	WAGE STEPS								CLASSIFICATION
			1	2	3	4	5	6	7	8	
90	561-606	28.08	28.48	29.43	30.38	31.33	32.28	33.23	34.18	35.10	Technologist D, Coordinator E
80	515-560	26.47	26.87	27.76	28.65	29.54	30.43	31.32	32.21	33.11	Technologist C, Coordinator D
70	469-514	24.94	25.34	26.18	27.02	27.86	28.70	29.54	30.38	31.24	Technologist B, Coordinator C
60	423-468	23.50	23.90	24.70	25.50	26.30	27.10	27.90	28.70	29.53	Technologist A, Coordinator B
50	377-422	22.16	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	20.89	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	19.66	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	18.53	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.

SCHEDULE A
PART-TIME SUPPORT STAFF WAGE GRID
FOR THE PERIOD SEPTEMBER 1, 2014 TO AUGUST 31, 2015

WAGE GRADE	POINT BAND	ENTRY	WAGE STEPS								CLASSIFICATION
			1	2	3	4	5	6	7	8	
90	561-606	28.65	29.05	30.01	30.97	31.93	32.89	33.85	34.81	35.80	Technologist D, Coordinator E
80	515-560	27.01	27.41	28.32	29.23	30.14	31.05	31.96	32.87	33.77	Technologist C, Coordinator D
70	469-514	25.45	25.85	26.71	27.57	28.43	29.29	30.15	31.01	31.86	Technologist B, Coordinator C
60	423-468	23.98	24.38	25.20	26.02	26.84	27.66	28.48	29.30	30.12	Technologist A, Coordinator B
50	377-422	22.61	23.01	23.77	24.53	25.29	26.05	26.81	27.57	28.36	Clerk D, Coordinator A, Technician C
40	331-376	21.32	21.72	22.44	23.16	23.88	24.60	25.32	26.04	26.74	Clerk C, Secretary C, Technician B
30	285-330	20.06	20.46	21.15	21.84	22.53	23.22	23.91	24.60	25.27	Clerk B, Secretary B, Technician A
20	239-284	18.91	19.31	19.95	20.59	21.23	21.87	22.51	23.15	23.78	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.