

# Collective Agreement

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Between

University of Ontario Institute of Technology

and

Ontario Public Service Employees Union/SYNDICAT  
DES DE LA EMPLOYÉS FONCTION PUBLIQUE DE  
L'ONTARIO

on behalf of its Local 301

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**DURATION: July 1, 2023 – June 30, 2027**



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## **Article 1 – Purpose**

1.01 WHEREAS the University and the Union desire to co-operate in establishing and maintaining conditions which shall promote a harmonious relationship between the University, the Union and the Employees covered by this Agreement, including terms and conditions of employment, and in providing methods for fair and amicable adjustment of disputes which may arise between them under the terms of this Agreement and;

WHEREAS the Parties recognize that the educational enterprise in which the University is engaged is one that must provide a high and efficient degree of service to its students, consistent with its educational objectives;

NOW THEREFORE, the Parties agree as follows:

## **Article 2 – Recognition and Definition of the Bargaining Unit**

2.01 The Employer recognizes the Ontario Public Service Employees Union (OPSEU) as the sole and exclusive bargaining agent for all Employees of The University of Ontario Institute of Technology employed as professional, administrative and technical staff, in the Regional Municipality of Durham, save and except supervisors, those above the rank of supervisor, registered full time students employed in any capacity by the Responding Party, students employed during the spring/summer term pursuant to a work/study program, summer camp counsellors, Invigilators, Senior Policy Analysts, Senior Research Analysts, Senior Business Analysts, Senior Accounting Analysts, employees working at the Regent Theatre at 50 King St E, Oshawa, those who hold an academic appointment, those employed in the University's ACE research and testing facility, those employed in the Office of Campus Security, professional engineers, athletic instructors and coaches, those employed for 24 hours per week or less per contract, members of the Board of Governors and those from whom a union holds bargaining rights.

For clarity, positions in the following areas are excluded from the Bargaining Unit:

Office of the President;

Office of the Provost;

Office of the Associate Provost;

Office of the University Secretary and General Counsel;

Human Resources.

In addition, the following positions are excluded from the Bargaining Unit as per the certification vote dated June 21, 2018:

Athletic Therapist

Finance and Administrative Officers

Legal Counsel

Senior Executive Assistant – Office of External Relations

The following positions are excluded from the Bargaining Unit as per the Minutes of Settlement dated January 29, 2019:

Director, Gift Planning, Advancement Department

Information Systems & Financial Officer, Advancement Department

Communications Officer, Communications & Marketing Department

Program Coordinator, Faculty of Engineering & Applied Science

Manager, Budget & Forecasting, Finance Department

Senior Executive Assistant, Finance Department

Financial Analyst and Senior Financial Analyst, Finance Department, under Director of Planning & Reporting

Finance Supervisor, Finance Department, under the Director of Planning & Reporting

Quality Assurance Policy Analyst, Centre for Institutional Quality Enhancement

Faculty Development Officer, Office of Learning & Innovation

Administrative Assistant, Office of VP Research, Innovation & International

Industrial Liaison Specialist, Office of VP Research, Innovation & International

Intellectual Property Officer, Office of VP Research, Innovation & International

Research Ethics Officer, Office of VP Research, Innovation & International

Senior Executive Assistant, Office of VP Research, Innovation & International

The following positions are excluded from the Bargaining Unit as per the Minutes of Settlement dated August 22, 2019:

Finance and Administrative Officer, Office of the Registrar

Administrative Coordinator, Faculty of Health Sciences

Executive Assistant, Faculty of Social Science and Humanities

Executive Assistant, Office of Student Life

Executive Assistant, Faculty of Business and Information Technology

Executive Assistant, Faculty of Health Science

Executive Assistant, Library Services

Executive Assistant, Advancement and Communications and Marketing

- 2.02 An Employee excluded from the Bargaining Unit whose status changes such that they return to the description of the Bargaining Unit will have all the rights and privileges of a Bargaining Unit member. No other Employee will lose their position as a result of applying this Article.

### **Article 3 – Definitions**

**Academic Term**: there are three (3) terms; fall, winter and spring/summer in an Academic Year

**Academic Year**: the twelve (12) month period starting on the first day of the fall term as set out in the University's academic calendar

**Agreement**: the Collective Agreement between OPSEU, representing staff, and the University

**Bargaining Unit**: the Bargaining Unit defined in the Certification Order of the Ontario Labour Relations Board, issued July 3, 2018, as set out in Article 2, Recognition.

**Calendar Day**: One (1) sequential 24 hour period as denoted on a calendar, regardless of the day of the week.

**Complement** – the number of Employees within a Unit.

**Day**: A normal business day when the University's Administration Offices are open i.e. excluding weekends, statutory holidays, and other days when the Administration Offices are closed or open for less than four (4) hours.

**Dean**: the Dean or designate

**Director**: the Director or designate

**Employee**: a member of the Bargaining Unit

**Employer**: Ontario Tech University (University of Ontario Institute of Technology)

**Full Time Continuing**: Employees who are Full Time Continuing, have no predetermined end date and hold positions that are considered by the employing unit as part of the staff complement of the unit and whose employment will continue unless terminated by the University in accordance with the collective agreement and or relevant policies or by the Employee through resignation or retirement.

**Grievance**: A Grievance is any dispute or difference between the Parties that has not been resolved informally (as described in Article 11.05) arising from the

application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.

**Limited Term Employees:** Employees who are Limited Term, who work more than twenty-four (24) hours per week, are hired on a contract basis that has a predetermined end date. Normally the duration of a Limited Term contract(s) shall not exceed three (3) years.

**Manager:** Manager or designate who manages an Employee

**Parties/Party:** the Union and the University

**Unit:** – the department or faculty within which an Employee works

**Secondment:** a move to a temporary full time position, with a clearly defined start and end date, taken on by a Full-Time Continuing Employee.

**Seniority:** Seniority is defined as the length of continuous employment, measured in years of equivalent full-time service, with the University in any position in the bargaining unit. Where two (2) or more Employees have equivalent full-time service, seniority shall be determined by hire date in the bargaining unit. Should Employees have the same hire date, seniority shall be determined by lottery. Seniority does not accrue during periods of layoff, unpaid leave of absence as set out at Articles 13 and 29. Seniority ceases when employment at the University terminates. Layoffs subject to recall or unpaid leaves of absence, do not terminate seniority.

**Temporary Assignment:** an Employee who has been temporarily assigned to perform a portion of another position or a special task/assignment/duties.

**Union:** Ontario Public Service Employees Union

**University:** Ontario Tech University (University of Ontario Institute of Technology)

**Vice President, People and Transformation:** Vice President, People and Transformation or designate.

## **Article 4 – Management Rights**

- 4.01 The Union acknowledges that it is the exclusive right of the University to:
- a) maintain order, discipline and efficiency;
  - b) hire, transfer, classify, assign, appoint, promote, demote, lay off and recall Employees;



- c) discipline and discharge Employees for just cause, except that probationary Employees may be discharged without cause;
- d) to establish reasonable policies, rules and procedures; and
- e) generally to manage the University and without restricting the generality of the foregoing, the right to determine the educational objectives of the University, the right to plan, direct and control operations, facilities, programs, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of campuses and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

4.02 The exercise of the University's rights shall be subject to all the other provisions of this Agreement.

## **Article 5 – Rights of the Ontario Public Services Employees Union (OPSEU)**

5.01 All Employees shall be required, as a condition of employment, to automatically become and remain members of the Union.

5.02 The University agrees to deduct from the wages of each Employee in the Bargaining Unit a specified uniform amount equivalent to the regular bi-weekly Union dues.

5.03 Such deductions shall be made from the wages paid to each Employee each pay period.

If sufficient pay is not available for the total amount of each deduction due to absence from work or after all other deductions have been made, no deductions shall be made hereunder.

5.04 Deductions shall be suspended during the period of an Employee's absence which is not paid, but shall be automatically resumed (not retroactively) in accordance with Article 5.02 above, upon the Employee returning to work.

5.05 Amounts deducted hereunder shall be remitted via electronic transfer to the Ontario Public Service Employees Union, Director of Finance, at its Head Office, 100 Lesmill Road, North York, Ontario M3B 3P8, on or before the fifteenth (15th) day of each month following. Together with this remittance, the University will enclose a list showing the name and Employee ID of each Employee from whom deduction has been made.

- 5.06 Any changes in the amount of the regular monthly Union dues will be certified to the University by the President of the Ontario Public Service Employees Union or its appropriately authorized official. Such certification shall become effective not earlier than the commencement of the second (2nd) month following the month it was received.
- 5.07 The Union shall indemnify and save the University harmless from any liability arising from the application of Article 5.01 to 5.05 above, except such as may result from the University's own error and such claim or liability would be limited to the amount actually involved in the error.
- 5.08 The University shall indicate on the T4 slip the total amount of Union dues paid by each Employee in the preceding calendar year.
- 5.09 For the purposes of Union business and activities, the Union shall have access and/or permission as follows:
- a) Bulletin Boards

The Employer shall designate a central bulletin board in each campus building for use by OPSEU.
  - b) Local Union Office and Use of University Services

The Employer shall provide to the Union for its exclusive use furnished office accommodation, working phones and internet on the North Campus location. Such accommodation shall be free of charge.

The use of facilities and services of the University (such as printing, photocopying, computer services, AV services, Library, and internal postal service) shall be made reasonably available to the Union subject to priorities determined by the University in its discretion and subject to such charges for the use of such facilities and services as the University may, from time to time, establish.
  - c) Space for Meetings

The Employer shall provide the Union with the ability to book and use University premises as meeting rooms on the same basis as other internal administrative University users to hold meetings and to sponsor educational functions such as lectures, seminars, and workshops for members of the University of Ontario Institute of Technology community on the University premises on the same basis as other internal University users subject to the University's Booking and Use of Space Policy.

Where the Union sponsors an external group to hold a meeting, educational function or workshop, the external user must be disclosed and the booking

of space will be handled on the same basis as external users, and subject to the University's Booking and Use of Space Policy.

## **Article 6 – Union Representation**

### **6.01 Paid Time Off for Union President**

- a) The President of Local 301 or designate and the Vice-President or designate subject to provisions herein shall each be granted up to one (1) Day a week remission for the duration of their term of office. The salary and benefit cost of such remission shall be paid by the Employer. The remission time shall be accounted as work time for the purposes such as wages, benefits and vacation entitlement. The scheduling of the paid time off shall be determined by the Manager and the Employee based on operational needs.
- b) Remissions shall be effective commencing one (1) month after the Employer receives written notice of the election of the President, Vice-President or designates, and shall cease at the end of their respective terms of office. The Union shall notify the Employer at least one (1) month in advance of the term end date.

### **6.02 Local Union Officers and Members (Time off Without Pay)**

Subject to operational requirements the Employer shall endeavour to grant a leave of absence without pay (but with the continuation of the Employer's portion of benefits or benefit premiums) to up to six (6) Employees at one time, who may be elected or selected by the Union, for the purpose of activities of the Union to a total cumulative maximum of thirty (30) Days per calendar year. If a difficulty arises with respect to the granting of any particular request, the Union may meet with the Manager and seek to resolve any staffing difficulty that may have arisen in connection with such a request.

### **6.03 Local Union Officers and Members (Paid Time for Meetings)**

Notification and request for approval for attendance at any of the meetings listed below shall be submitted to the appropriate Manager no less than five (5) days prior to such meetings. In the event that circumstances arise that such notice cannot be given, the Parties shall endeavour to facilitate the Employee's' attendance at the meeting.

#### **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 Employer where their presence is required or permitted under the terms of this Agreement. It is understood that this clause applies to meetings held during the Employee's normal working hours and that no overtime compensation shall be granted for meetings extending beyond the Employee's normal working hours.

b) Ratification Meeting

Employees 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 the collective agreement, 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) Bargaining Committee

For purposes of negotiations, the Employer shall recognize the Union Bargaining Committee of five (5) Employees. They shall be granted paid time off to attend scheduled negotiation meetings with the Employer. The Employer shall also grant unpaid time off, up to maximum of three (3) Days, for bargaining preparation for the bargaining committee as well as two (2) additional Employees as bargaining committee alternatives.

d) Paid Time for Arbitration

The Employer agrees to time off with pay and benefits for time spent during an Employee's regular hours of work:

- Union Steward, and grievor for days of hearing.
- subpoenaed Employees for the days actual testimony is given by each.

It is understood that this clause applies to meetings held during the Employee's normal working hours and that no overtime compensation shall be granted for meetings extending beyond the Employee's normal working hours.

6.04 Employee's Right to Representation

The University shall advise Employees of their right to Union representation, normally at least two (2) Days prior to any meeting with the Employer including, in regards to, performance improvement plans, investigation and/or accommodation.

## **Article 7 – No Strike or Lock-Out**

7.01 There shall be no strike or lockout during the term of this Agreement. The words “strike” and “lockout” shall be as defined in the *Labour Relations Act* for the Province of Ontario.

## **Article 8 – Correspondence**

8.01 Unless otherwise specified in the Agreement, all correspondence between the Union and the Employer arising out of this Agreement or incidental thereto shall pass between the Vice President, People and Transformation or the Vice President, People and Transformation delegate(s) and the President of the Union or the President of the Union’s delegate(s).

8.02 The University agrees to provide on a biannual basis, on or before October 15 and April 15, all information required to assist the local Union in representing the members of the Bargaining Unit. The University shall provide:

- a) Names of all active Employees;
- b) Banner ID;
- c) Position title;
- d) Their classification (level);
- e) Step on the grid;
- f) Salary;
- g) Department;
- h) Status (Full Time Continuing or Limited Term);
- i) Start (Seniority) date in the Bargaining Unit;
- j) End date of appointment if a Limited Term Employee;
- k) Hire date with the Employer
- l) Transfers;
- m) Promotions;
- n) Reclassifications;
- o) Email;
- p) Other related information as approved by the Vice President, People and Transformation.

The Union shall be advised each month of all hirings, changes in classification or type of appointment, transfers, leaves, moves into or out of the Bargaining Unit

and terminations involving Full Time Continuing and Limited Term positions as per Article 8.02 a) to p).

8.03 OPSEU agrees to provide the Employer, by November 30th of each year, with the following information:

- a) an up-to-date list of the executive membership of the local Union, and
- b) up-to-date list of the membership of all joint working groups and subcommittees.

8.04 Nothing in this Article is meant to preclude the Parties to this Agreement from making reasonable requests for additional information from time to time. Such requests shall not be unreasonably denied.

8.05 Dated Written Communications

- a) Dated written communications required under this Agreement, unless otherwise specified, shall be sent to the recipient's University email address, followed by a hard copy through the University internal mail service. Dated written communications will be deemed to have been received on the Day after the email was sent. Timing for responses subsequent to a dated written communication will count from the Day following the date of deemed receipt.
- b) Should an Employee choose not to use their University provided email address for purposes of communication on a leave the Employee shall provide an alternative email address.
- c) Any time limits in this Agreement may be extended by written agreement between the Parties to the communication.

8.06 The Parties agree that when an Agreement has been signed, the University shall post the text of the Agreement on its website. The University shall further make available a copy of the Agreement in each departmental office, and shall provide the Union with a reasonable number of copies for its Members. The Employer and the Union agree to share equally the cost of producing copies of the Agreement. The University shall make the printing arrangements with a printer whose employees are unionized and invoice the Union for its half of the cost.

## **Article 9 – Joint Committee**

9.01 The Parties agree to maintain a Joint Committee consisting of four (4) representatives of the Union, selected by the Union, and four (4) representatives of the Employer. The Committee shall meet at least twice each Academic Term during the Academic Year. Quorum for any meeting of the Committee is participation of a minimum of three (3) of its Union representatives and three (3) of

its Employer representatives. The representatives of either Party may place items on the agenda up to five (5) Days in advance of each meeting. The agenda shall be sent out to all representatives in advance of the meeting. The Committee shall have two (2) co-chairs one (1) each from among its Union representatives and from among the Employer representatives. Individual meetings will be chaired alternately by the two (2) co-chairs of the Committee.

- 9.02 The Joint Committee is empowered to review matters arising from the administration, interpretation and operation of the Agreement and other matters of mutual concern, including but not limited to policies and procedures. The Committee shall not be empowered to address any matter which is the subject of a current grievance under the grievance and arbitration provisions of this Agreement and during periods when the Parties are negotiating a renewal of the Agreement, the Committee shall not address any matter which is currently being renegotiated to be part of the new Agreement.

## **Article 10 – No Discrimination or Harassment**

- 10.01 The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced toward, by or against, any Employee in respect of their employment, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability as these terms are defined by the *Ontario Human Rights Code*. The Parties further agree that there shall be no discrimination, interference, restriction, coercion, or reprisal exercised or practiced toward any Employee in respect of their employment by reason of their membership or activity or non-activity in the Union.
- 10.02 The Parties agree that there shall be no bullying or harassment in the workplace. Bullying and harassment includes behaviour that is known or ought reasonably to be known:
- to be unwelcome;
  - to be likely to create an intimidating or hostile work environment, and/or;
  - to be intimidating, offensive, denigrating, degrading or humiliating
- 10.03 The Parties agree that there shall be no sexual harassment in the workplace. Sexual harassment includes engaging in a course of vexatious comment or conduct because of sex, sexual orientation, gender identity or gender expression, where the course of the comment or conduct is known or ought reasonably to be known to be unwelcome, or making sexual solicitation or advance is in a position to confer, grant or deny a benefit or advancement and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

10.04 There shall be no reprisal nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participation in any capacity in proceedings based on this Article. Any such reprisal or retaliation will be treated itself as a form of harassment and/or discrimination.

#### 10.05 Process Options

An Employee having a complaint under this Article 10 will have the right to choose the process by which their complaint is resolved. Without precluding any right the Employee may have to file an application under the *Human Rights Code, RSO 1990*, the Employee may choose:

- a) File a complaint under the applicable Employer policy and/or;
- b) File a Grievance in accordance with Article 11.

With agreement of the Parties a grievance can be placed into abeyance until such time as the Employer's investigation is completed.

### **Article 11 – Grievance Process and Arbitration Procedure**

#### 11.01 General

- a) The Parties will make every reasonable effort to resolve disputes arising from this Agreement promptly, justly, and equitably.
  - i. Unless otherwise stated in an offer of settlement, settlement or withdrawal of a grievance, all offers of settlement, settlements and withdrawals are without prejudice or precedent with respect to any other matter arising under this Agreement.
  - ii. There shall be no reprisals of any kind taken against any Employee because of their participation, or lack thereof, in the Grievance process and/or arbitration procedure under this Agreement.
  - iii. An Employee can be accompanied by a Union representative at any stage of this process.
- b) All decisions or responses shall be communicated in writing

#### 11.02 Definitions

For the purposes of interpretation of this Article, the meaning of "circumstance" shall include the occurrence of those specific facts that give rise to the disputed application, interpretation, administration, or alleged violation of this Agreement, including any alleged failure to apply or administer this Agreement.



### 11.03 Types of Grievance

- a) An individual Grievance is a Grievance which involves a single individual.
- b) A group Grievance is a Grievance involving the same issue in dispute initiated by the Union on behalf of two (2) or more Employees, who are similarly affected. The Grievance shall name the Employees who are included in the group.
- c) A policy Grievance is a Grievance initiated by either Party involving the interpretation, application or alleged violation of this Agreement that has implications generally for Employees. A policy Grievance cannot be initiated when the substance of the Grievance could have been initiated as an individual Grievance. A policy Grievance by the Employer can only name the Union. Policy Grievances shall be filed at Step 2 of the Grievance process.
- d) Discharge, Suspension, and Alleged Improper Separation from Employment

Where a Grievance alleges unjust dismissal, suspension, or improper separation from employment, the Grievance shall commence at Step 2 of the formal Grievance process within five (5) Days of dismissal, suspension or separation from employment.

### 11.04 Time Limits

- a) Any time limits in this Article may be extended by agreement between the Parties in writing.
- b) If the grieving Party fails to act within the time limits set out at any of the steps of the Grievance process and/or arbitration procedure, and has not within that period requested and been granted an extension of time, the Grievance will be considered abandoned or resolved on the basis of the responding Party's last response, as the case may be.
- c) If the responding Party fails to reply to a Grievance within the time limits set out at any of the steps of the Grievance process and/or arbitration procedure, and has not within that period requested and been granted an extension of time, the grieving Party may submit the grievance to the next step of the Grievance process or arbitration procedure, as the case may be.
- d) One or more steps in the Grievance process may be omitted upon the written agreement of both Parties.

### 11.05 Informal Resolution

It is the mutual desire of the Parties that the issues, concerns and complaints be addressed as quickly as possible. Accordingly, it is preferable that Employees bring such matters to the attention of their immediate Manager, within ten (10)

Days of the incident or original circumstances giving rise to the complaint, or within ten (10) Days after the complainant became aware of or ought reasonably to have known of the incident or original circumstances giving rise to the complaint. Similarly, the immediate Manager shall respond within five (5) Days after the complaint was discussed and, if not satisfied, the complainant may file an individual Grievance as set out in Article 11.06.

#### 11.06 Formal Grievance Process

##### a) Step 1

- i) A Grievance must be filed with the Employee(s)' Manager, with a copy sent to the Vice President, People and Transformation, in writing within thirty (30) Days of when the Employee(s) knew or reasonably ought to have known of the circumstance(s) giving rise to the Grievance. For clarity, this period shall include any time spent using the process set out in Article 11.05 a).
- ii) The Grievance shall set out the details of the circumstance giving rise to the Grievance, specify the Article(s) which allegedly has or have been breached, and identify the remedy sought.
- iii) The Manager, who may be accompanied by representatives of the Employer, shall meet with Union representatives and the Employee(s) within ten (10) Days from the receipt of the Grievance.
- iv) The Manager shall forward the written decision to the Union with a copy to the Vice President, People and Transformation within five (5) Days of such meeting.
- v) If the Grievance is resolved at Step 1, such settlement shall be reduced to writing and signed by the Union representative and the Vice President, People and Transformation within five (5) Days after the Step 1 meeting or the response of the Manager, as the case may be.

##### b) Step 2

- i) A Grievance filed at Step 2 shall be submitted in writing to the Vice President, People and Transformation, or in the case of a University policy Grievance, to the President of the Union.
  - a) Failing a resolution at Step 1, a Grievance may proceed to Step 2 within five (5) Days of receipt of the decision at Step 1.
  - b) A Grievance arising under Article 25 must be filed within ten (10) Days of the Manager's decision.
  - c) Policy Grievances initiated at Step 2 must be filed within fifteen (15) Days of the date upon which the submitting Party

knew or ought reasonably to have known of the circumstance(s) giving rise to the Grievance.

- ii) The Vice President, People and Transformation, who may be accompanied by representatives of the Employer, shall meet with Union representatives and the Employee(s) affected within ten (10) Days from the receipt of the Grievance.
- iii) The Vice President, People and Transformation shall forward their written decision to the Union within ten (10) Days of such meeting.
- iv) If the Grievance is resolved at Step 2, such settlement shall be reduced to writing and signed by the Union representative and the Vice President, People and Transformation within ten (10) Days after the date of the Step 2 meeting or the response of the Vice President, People and Transformation, as the case may be.
- v) In the case of a University policy Grievance, the President of the Union shall within ten (10) Days after the date of the last meeting forward the written decision to the Vice President, People and Transformation.
- vi) The Vice President, People and Transformation shall advise the Union within ten (10) Days of receiving its decision under v) whether or not the Grievance can be considered resolved on the basis of its decision.
- vii) In the event that arbitration is commenced under Article 11.03 d) and the arbitration hearing date is scheduled prior to completing Step 2, the arbitration hearing date shall take precedence over completion of Step 2.

#### 11.07 Arbitration Procedure

- a) If the Grievance is not resolved at Step 2 of the Grievance process, and either Party wishes to proceed, the matter must be submitted to arbitration within fifteen (15) Days of the Step 2 response. Such notice shall also specify the name of the proposed sole arbitrator. Within ten (10) Days of receipt of the written notice to refer the Grievance to arbitration, the responding party will advise in writing, their agreement to the arbitrator or propose an alternative arbitrator.
- b) An arbitrator has the powers of an arbitrator under the *Ontario Labour Relations Act*, but shall not have the power to alter, amend, add to or subtract from this Agreement or to render a decision inconsistent with its terms.
- c) A decision of an arbitrator shall be final and binding on the Parties.
- d) Each Party shall pay fifty percent (50%) of the fees and expenses of the single arbitrator, as the case may be.

- e) Any Grievance initiated or in process during the statutory extension between the expiry date of this Agreement and the ratification of a new Agreement between the Parties may proceed to arbitration under the terms of this Agreement.

#### 11.08 Mediation

Once a Grievance has been submitted to arbitration, both Parties may agree to use the services of a mutually agreeable mediator to assist the parties in resolving the Grievance.

Any mutually agreeable resolution reached by the Parties through such mediation shall be binding upon the Parties but shall be without precedent and prejudice. In the event that no mutually agreeable resolution is reached, the Grievance will proceed to arbitration.

The Parties shall share equally in the costs involved in the appointment of a mediator.

### **Article 12 – Health and Safety**

- 12.01 The Parties recognize their responsibilities under the *Ontario Occupational Health and Safety Act* and its regulations to provide an environment that protects the health and safety of Employees as they carry out their work responsibilities and as such will provide necessary training and appropriate personal protective equipment as required for the role and approved by the Employer. Examples of personal protective equipment include, but are not limited to: foot protection and eye protection.
- 12.02 The Union shall have the right to appoint at least one (1) Employee to a maximum of four (4) who is an Employee of the University to any duly recognized health and safety related committee on any location of the University. The President of the Union shall have observer status at meetings of such committees and shall have computer access to all materials available to members of these committees.
- 12.03 Employees have the right to refuse work if they have reason to believe that the work or the workplace is in contravention of the *Occupational Health and Safety Act* or its regulations and/or that the Employee is likely to endanger themselves or another Employee if they perform the work assigned to them. In this circumstance the Employee may initiate the procedure for refusal of unsafe work as set out in the *Occupational Health and Safety Act* and available on the University's Health and Safety website.
- 12.04 The Employer will continue to provide access to First Aid/CPR and recertification training at no cost to the Employees.

## **Article 13 – Seniority**

13.01 The University shall maintain a Seniority list showing the date upon which each Employee's service in the Bargaining Unit commenced. An up-to-date Seniority list shall be sent to the Union by October 15 of each year.

- 13.02 a) All continuous employment in the Bargaining Unit, shall be considered for the purposes of Seniority except:
- i) Approved unpaid absences from the University, as set out in Article 29.
  - ii) Break in service of more than ten (10) Days between Limited Term contracts
  - iii) A laid off Employee who is on the recall list for the duration they are on the recall list
  - iv) Any approved unpaid leave under the Workers Safety Insurance Board (WSIB)
- b) Seniority shall continue to accrue for an Employee on Secondment out of the Bargaining Unit.
- c) Notwithstanding the Board of Governor representative is outside of the Bargaining Unit, both Parties agree to recognize the Board of Governor representative's service toward Seniority.

13.03 Employees shall have their individual Seniority date posted in My HR Connect.

## **Article 14 – Job Information/Description**

14.01 The Employer shall maintain a system of job information which includes job descriptions (major responsibilities), Job Information Questionnaires (JIQs), and job evaluation data for all positions including Limited Term positions in the Bargaining Unit as defined in Article 3.

14.02 A job description shall contain the following:

- a) Position title
- b) Salary range
- c) Job level
- d) Title of Manager
- e) Job summary

- f) Major duties and responsibilities
- g) Normal hours of work
- h) Effective date of the job description
- i) Minimum qualifications
- j) Working environment

14.03 The Employer shall provide Employees with a copy of their job description and shall provide the local Union with revised and new job descriptions in the Bargaining Unit.

14.04 Employees shall execute all official tasks consistent with the nature of their job which are set for them, and to comply with instructions from their Manager. Some of the tasks so required may be additional to those specified in the relevant job descriptions, it being recognized by the Parties that job descriptions are only an outline of the main tasks and responsibilities to be performed in the various positions; however, other related duties may be assigned as required.

If a Full Time Continuing Employee feels their position has substantially changed as defined by Letter of Understanding #1 they may initiate a request for a job review by following the required procedures.

An Employee shall not be obliged to perform any duties of a personal nature not connected with the approved operations of the Employer.

14.05 All professional membership fees and dues, excluding the Union dues, which are required for employment, shall be paid by the Employer on behalf of Employees. Eligible Employees shall advise their Manager of such fees or dues. Any question about what is required for employment shall be determined by the Employer.

## **Article 15 – Job Posting Procedures**

### **15.01 Vacant Positions**

A vacant position occurs when:

- a) An existing Full Time Continuing position is vacated by the incumbent on a permanent basis.
- b) A new Full Time Continuing or a new Limited Term position is established.

### **15.02 Job Postings**

- a) The Employer shall determine when a vacant position exists and the requirements and/or specialties of the position. The Employer shall

determine the experience, qualifications and any professional credentials or designations required of the candidate and prepare a posting for the position. The posting shall include:

- i) Title;
  - ii) Salary Range;
  - iii) Job Level;
  - iv) A description of the position to be filled;
  - v) Job Location, and where possible, if the role is eligible for hybrid work;
  - vi) Title of Manager;
  - vii) Unit;
  - viii) The qualifications required by a candidate;
  - ix) Any special conditions of the position;
  - x) Closing Date;
  - xi) A statement that the position is covered by this Agreement;
  - xii) Normal Hours of Work;
  - xiii) Full Time Continuing or Limited Term;
  - xiv) Human Resources contact information;
  - xv) The Employer's current Equity Statement ; and
  - xvi) A statement that "All qualified applicants are encouraged to apply; however, Canadians and permanent residents shall be given priority."
- b) The position shall be advertised on the University's website.
- c) Limited Term positions, including Secondments, less than six (6) months in duration are not subject to the job posting or job competition process. In exceptional circumstances, should a less than six (6) month position be extended, the Employer shall provide the Union with rationale to support the extension.

### 15.03 Job Posting Process

- a) Prior to filling a vacant position in the Bargaining Unit the vacancy shall be posted on the Employer's website in any of the following ways:
  - i) Internally for a minimum of five (5) Days
  - ii) Simultaneously internally and externally for a minimum of five (5) Days

- iii) Internally for a minimum of five (5) Days and if no qualified internal candidates, then post externally for ten (10) Days
- b) The Employer shall not be required to re-post a position of the same employment status which has become vacant, in the same Unit, within three (3) months of the last posting date provided that there are candidates that the Employer previously deemed qualified.

The Employer maintains the right to fill vacancies at its discretion.

#### 15.04 Applications

Applications may be submitted electronically through the Employer's website prior to the deadline. All applicants shall be provided with an acknowledgement of receipt of their application.

#### 15.05 Selection

- a) In selecting a candidate to fill a vacancy which the Employer wishes to fill in the Bargaining Unit, the Employer shall consider the applicant's overall qualifications as outlined in the job posting, including:
  - i) Education, experience and skills.
  - ii) Relevant experience and previous work performance, including job conduct and attendance record.
- b) Where the factors in i) and ii) immediately above are, as between or amongst candidates, relatively equal, then Seniority shall govern.
- c) The hiring Manager shall have the right to review the Employee's official Human Resources file, including job performance and attendance information.
- d) Internal reference checks may also be incorporated into the selection process.
- e) In order to be considered for an internal vacancy a Full Time Continuing Employee must have completed their probationary period as per Article 19. All Limited Term Employees shall be considered internal candidates as per Article 17.02 b).

#### 15.06 Selection Committee

A selection committee shall be established by a hiring Manager, or their designate, for each vacant position within the Bargaining Unit required to be posted under



Article 15. The hiring Manager, or their designate, shall serve as the Chair of the selection committee.

The Chair shall identify and invite one (1) Full Time Continuing Employee to participate on the selection committee. Where the first Employee identified does not accept the offer to participate on the selection committee, the Chair shall identify another Employee for the same purpose. The Parties agree that the Employer shall have satisfied its obligations under this article where the second Employee has elected not to participate on the selection committee.

Further, the Parties agree that the selection committee may proceed without an appointed Employee where the Employer can establish that the alternative would result in an unreasonable delay in the hiring process. Where such an occasion occurs, the Employer shall provide notice to the Union.

Prior to any meeting of or initiation of work by the selection committee, the Employee appointed to the selection committee shall be required to agree to the University's terms and conditions involving confidentiality.

The Employee, as a member of the selection committee, shall in each instance:

- a) Commit to attend and participate in every interview panel and provide written summaries of each candidate's responses during the interview process to the Chair. These notes shall be added to the official University job competition file.
- b) Be appraised by the Chair of any additional evaluation tools involved in the process, of which candidates are to be made aware in advance.
- c) Advise the Chair on which candidate(s) who have participated in the interview process, if any, they consider to be qualified for the position.

#### 15.07 Employment Letter

After the Manager approves a candidate for hiring, the Manager shall prepare an employment letter that includes but is not limited to:

- i) the title of the position into which the candidate is being hired ;
- ii) name of the candidates direct Manager;
- iii) the start date of the position including reference to six (6) month probationary period as per Article 19;
- iv) an initial salary, set by the Employer, which takes into consideration the candidate's experience and qualifications and reference to the compensation level in which the position is assigned;
- v) vacation entitlement as set out in Article 28;
- vi) entitlement to pension and benefits as outlined in Article 27;

- vii) a statement that employment may be conditional upon verification of the candidate's academic credentials;
  - viii) any requirement that the candidate acquire and/or maintain in good standing certain professional credentials, designations or bona fide job requirements when the failure to have or maintain such credentials or designations could be grounds for dismissal;
  - ix) a statement as to whether the offer is conditional upon the candidate being legally eligible to work in Canada;
  - x) a statement that the position is in the Bargaining Unit represented by OPSEU with web references to the Agreement and to the Union;
  - xi) a statement referencing the Employer's Accessibility Policy;
  - xii) confidentiality statement;
- 15.08 Should the successful candidate decide to decline the job offer, the Employer shall offer the position to the next most qualified candidate, if any, who was recommended by the selection committee and successfully completed any applicable testing.
- 15.09 The announcement of the successful candidate shall not be made until after all unsuccessful candidates who were interviewed have been notified of the decision.
- 15.10 The successful internal applicant shall be placed into the appropriate vacant position normally within four (4) weeks of the acceptance of the written offer made to the applicant.
- 15.11 If the posting process does not result in the filling of the Bargaining Unit position, and/or the Employer decides to discontinue its attempts to fill it, the local Union shall be so advised, within five (5) Days of the decision.
- 15.12 If a vacancy is to be filled by an Employee pursuant to the provisions of Article 23, the provisions of Article 15 shall not apply.
- 15.13 Employees who become full time students at the University shall not be removed from the Bargaining Unit.

## **Article 16 – Hours of Work**

### **16.01 General**

- a) Normally the standard work week for Full-Time Continuing Employees consists of seven (7) hours per day, thirty-five (35) hours per week. Standard working hours are those working hours existing in any University

Unit. Individual working schedules are determined by Managers and are subject to Unit needs and Manager approval.

- b) Where the Employer needs to temporarily alter an Employees' regular hours of work, the Employer will provide the Employee with two (2) weeks' notice of the change.
- c) Where the Employer needs to permanently alter an Employee's regular hours of work, the Employer will provide the Employee with four (4) weeks' notice of the change.
- d) Any hours for which notice has not been provided shall be considered to be overtime as per Article 16.05.
- e) For Employees who are employed in two (2) or more part-time positions, the combined hours of work, which exceed twenty four (24) hours per week, for a temporary period, shall be excluded from the Bargaining Unit by virtue of the part-time exclusion for that temporary period

#### 16.02 Flexible Hours

- a) Subject to the operational requirements of the Unit, the Employer may require an Employee to work flexible hours (i.e. altering starting and stopping times).
- b) Employees may also submit a request to work flexible work hours which shall be reviewed and considered by the Employer subject to the operational requirements of the Unit. Requests to work flexible hours shall not be unreasonably denied.
- c) An agreement to work flexible hours shall not be considered to be a permanent adjustment to an Employees regular hours of work. Agreements to work flexible hours may be terminated by either Party with two (2) weeks' notice.

#### 16.03 Reduced Workload

Full Time Continuing Employees may request a voluntary reduced workload arrangement for fixed periods of time subject to the approval of their Manager. Normally these arrangements are for a maximum of one (1) year and as such these arrangements must be reviewed at least annually. At any time either the Employee or the Manager may request a return to one hundred percent (100%) workload provided three (3) months' notice is given by the requesting Party. The Employer shall determine the total proportional duties to align with workload arrangement. While on a reduced workload arrangement the Employees total responsibilities shall be lowered to some fraction of a full-time workload, to not less than twenty-five (25) hours per week. Employees on reduced workload arrangements have

the same rights, privileges and responsibilities as other Employees in all respects except for the prorated workload and all salary driven benefits.

#### 16.04 Averaging of Weekly Working Hours

The Employer may average weekly working hours for Employees over a four (4) week period. Notwithstanding Article 16.05, such premium rates do not apply where;

- a) the Employer decides to average the weekly working hours of an Employee pursuant to this Article, and
- b) where the combined total amount of weekly working hours during the four (4) week period does not exceed the combined total amount of weekly working hours under an otherwise regular or standard four (4) week schedule
- c) Upon ratification of this Agreement, the Employer shall provide the Union with a list of positions that are required to average their weekly hours. The Union shall be advised if there are to be any revisions to this list.

#### 16.05 Overtime

- a) Overtime for Employees must be authorized in advance, and in writing when possible by the Employee's immediate Manager.
- b) Where conflict arises between Employees when assigning overtime in multi-incumbent positions in the same Unit, Seniority shall be the determining factor.
- c) Employees who work in excess of seven and one-quarter (7 1/4) hours in a day shall be paid at the rate of time and one-half (1.5) the Employee's regular rate of pay or granted equivalent time off in lieu of overtime pay for authorized hours worked beyond seven and one-quarter (7 1/4) hours in the day.
- d) Accumulated lieu time must be taken within twelve (12) months of the date on which it was earned.

### **Article 17 – Limited Term Positions and Limited Term Employees**

#### 17.01 Limited Term Position Conversions

- a) Positions Funded by Base Operating Budget

If a Limited Term position exists or is established and continues to be required on an ongoing basis for a period of not less than thirty-six (36)

months, the term position, subject to the Employer's approval, shall be converted to the Employer's established Full Time Continuing complement within two (2) months of the third (3rd) anniversary date of the position. Such approval shall not be unreasonably withheld.

b) Positions Funded by Sources other than Base Operating Budget

Limited Term positions budgeted by other sources of funding (i.e. not funded by the Employer's base operating budget) shall not be eligible for conversion to full-time.

17.02 Vacancies and Hiring Preferences

- a) Where a Limited Term position (funded by the Employer's base operating budget) is converted into the Employer's Full Time Continuing complement pursuant to Article 17.01 a) above, subject to Article 15, and where the Limited Term Employee has eighteen (18) months or more of continuous service with the Employer in said position, the newly converted position shall be posted and the Limited Term Employee who is occupying the Limited Term position at the time of conversion shall be considered to be an internal candidate for the newly created Full Time Continuing complement position.
- b) All Limited Term Employees with eighteen (18) months or more of continuous employment at the Employer shall be considered internal candidates for job competitions.
- c) Where a Limited Term position is converted to a Full Time Continuing position pursuant to Article 17.02 a) above, subject to Article 15, and if the Limited Term Employee occupying the position has less than eighteen (18) months continuous service with the Employer, the position shall be open for competition and posted in accordance with the provision of Article 15.

17.03 Limited Term Employees

A Limited Term Employee is subject to all articles of the Collective Agreement except as listed below.

- Probation
- Layoff and Recall
- Separation from Employment
- Benefits

17.04 Renewal or Termination of Limited Term contracts

If the Limited Term position continues to be required beyond the original stated end date, or is terminated earlier than initially anticipated, the Employer shall

provide the Limited Term Employee with as much notice as possible, but no less than two (2) weeks' notice of renewal or early termination.

## **Article 18 - Temporary Assignments and Secondments**

### **18.01 Temporary Assignments**

- a) A Temporary Assignment occurs when an Employee has been temporarily assigned to perform a portion of another position or a special task/assignment/duties.
- b) An Employee who has received a Temporary Assignment or is providing coverage for duties at the same job level or lower in accordance with the above, shall meet with their Manager to review their workload. The Manager may make adjustments as necessary to achieve a balanced workload. Where workload adjustments are not possible overtime or time in lieu shall be provided in accordance with Article 16.
- c) An Employee who has been assigned temporary duties in a position evaluated at a higher level for greater than twenty (20) consecutive Days and normally not longer than six (6) months, reasonable additional compensation will be provided in the form of a monthly stipend. The value of the monthly stipend will be set by Human Resources.
- d) An Employee may refuse to accept a Temporary Assignment which falls outside of the Bargaining Unit, if such refusal does not seriously impact the operational requirements of the Unit.
- e) Any such Temporary Assignments as outlined in 18.01 a) shall be agreed upon in writing with the Manager prior to the Employee assuming such duties.

### **18.02 Secondments for Full Time Continuing Employees**

- a) A Secondment occurs when an Employee has accepted the full duties of another position for a period of not less than twenty (20) consecutive Days to a maximum of twenty-four (24) months. All Secondments require Manager approval. No reasonable requests shall be denied unless it seriously impacts the operational requirements of the Unit.
- b) Where an Employee has accepted a Secondment, they will be guaranteed a return to their home position at the conclusion of the Secondment if their home position still exists. If the home position no longer exists, the Employee shall be subject to the layoff/recall provisions as set out in Article 23.

- c) For the duration of the Secondment, pension, benefit and vacation entitlements will continue as per the Employee's home position.

## **Article 19 – Probation**

- 19.01 a) All new Full Time Continuing Employees shall be on probation for the first six (6) months following hiring.
- b) A Limited Term Employee who is successful in obtaining a Full Time Continuing position as specified in Article 15, and who has ten (10) continuous months of service with the University, in the same position and Unit as their Limited Term contract, shall have their probationary period waived at the time of their appointment to their Full Time Continuing position.
- c) An interim probationary review prior to the conclusion of the Employee's probationary period will be completed by the Employee's Manager before the end of the fourth (4th) month. Such review will be stored in the Employee's Human Resources file with a copy given to the Employee for their records.
- d) An interim probationary review will assess the Employee's progress towards becoming a Full Time Continuing Employee including identifying any areas in the Employee's performance that require development and/or appropriate action.
- e) A final probationary review shall be completed by the Manager no later than two (2) weeks prior to the conclusion of the probationary period. Such decision shall be communicated to the Employee no later than two (2) weeks prior to the end of the probationary period. Such review will be stored in the Employee's Human Resources file with a copy given to the Employee for their records.
- f) During the probationary period, the Employee may be dismissed without cause and shall have no right to grieve discharge, but otherwise shall have all rights of Employees in the Bargaining Unit.

## **Article 20 – Employee Development and Feedback**

- 20.01 a) The Manager shall ensure all new Employees are properly trained in the nature, duties and requirements of the position.

- b) The Manager shall conduct a performance development conversation with the Full Time Continuing Employee on an annual basis and throughout the performance cycle. The purpose of this dialogue is to communicate performance expectations, assess the performance of Full Time Continuing Employees, ensure quality, and to provide the Full Time Continuing Employee with constructive feedback. Full Time Continuing Employees shall be given the opportunity to meet with their Manager to discuss their performance. Such meetings shall be held at a mutually agreeable time between the Full Time Continuing Employee and Manager.
- c) The Manager may conduct a performance development conversation with the Limited Term Employee on an annual basis and throughout the performance cycle. The purpose of this dialogue is to communicate performance expectations, assess the performance of the Limited Term Employees, ensure quality, and to provide the Limited Term Employees with constructive feedback. Limited Term Employees shall be given the opportunity to meet with their Manager to discuss their performance if a review has been initiated. Such meetings shall be held at a mutually agreeable time between the Limited Term Employee and Manager.

20.02 The Employer at its sole discretion shall endeavor to make available to Employees opportunities for professional development.

- a) Employees shall maintain the skills and occupational qualifications necessary to perform the duties of their position. Employees may be required to attend training, retraining and general development seminars and courses offered by the Employer.
- b) Training identified and required by the University shall normally take place during working hours and may require a change in the assigned shift in respect of Employees attending to accommodate such training. Employees shall be expected to meet the learning objectives of such training.

20.03 The Employer shall endeavour to provide a range of professional development opportunities e.g. courses, workshops, lunch and learns, etc. for Employees. With prior approval from the Manager, Employees shall be provided time to attend such opportunities.

## **Article 21 – Employee Files**

### **21.01 General**

- a) The Employer shall maintain one (1) Employee File for each Employee from the time of employment. The Employee File shall be kept in the Department of Human Resources. It is the responsibility of the Employee to ensure that Human Resources have the most up to date personnel information.



- b) An Employee's Employee File shall be treated as confidential.
- c) Copies of some or all of the materials found in the Employee File may be used for normal administrative purposes. Copies may be filed elsewhere for such purposes.

#### 21.02 Employee Rights/Access

- a) An Employee shall have the right, during normal business hours with two (2) Days' notice, to examine and receive copies of any of the material in their Employee File.
- b) No material from an Employee's Employee File will be made available to a third party without the consent of the Employee, unless:
  - i) a law requires that the material be provided to a third party in which case the Employee will be notified,
  - ii) the provision of specific material is required by a third party for the administration of a benefit plan or pension plan for which the Employee is entitled, or
  - iii) this Agreement requires that the material be provided to a third party.
- c) Any factually false material found in the Employee's Employee File shall, at the Employee's request, be removed.

### **Article 22 – Reorganizations**

- 22.01 a) The reorganization of a Unit normally involves a change in one, or all of the following:
  - i) centralizing or decentralizing of a function;
  - ii) significant restructuring of a Unit which would result in modified reporting relationships for multiple positions;
  - iii) adding or eliminating existing positions within a Unit;
  - iv) an impact to multiple existing positions in a Unit, which results in a change in function to multiple roles and substantive change to the job description of these individual positions. If this change in function results in the existing incumbent no longer possessing the skills, knowledge and/or minimum qualifications to effectively perform the responsibilities of the job it shall initiate the appropriate job competition.
- b) In the case of a reorganization, as defined in Article 22.01 a), of a Unit, the local Union Executive shall be notified in advance of communication to

Employees. Once the Union Executive has been advised of the proposed changes and corresponding change management process in writing, the affected Employees shall, as far as in advance as possible, be advised of the changes by the Employer before implementation. The Union and the affected Employees shall be provided an opportunity to present their views and input within ten (10) Days of notification prior implementation.

- c) In the case of reorganization within a Unit and where the position Complement remains the same but where the existing Full Time Continuing position(s) duties and responsibilities change sufficiently, the resulting new position(s) shall be posted, as outlined in Article 15, and the competition(s) shall be limited to the Unit.
- d) In the case of reorganization within a Unit and where the position Complement has changed, a Full Time Continuing Employee may be either transferred, where possible, or laid off as per Article 23. A transfer means the assignment of an Employee from one Full Time Continuing position to another Full Time Continuing position, on a permanent basis.
- e) In the event position(s) are substantively changed and the job level changes, the incumbent(s) salary shall be treated in the manner outlined in Article 26.

### **Article 23 – Layoff and Recall Procedures for Full Time Continuing Employees**

23.01 A layoff occurs when a Full Time Continuing position is declared redundant as a result of, but not limited to, a reorganization of duties, a reduction of services, or a lack of work.

23.02 The Employer shall provide the Union twenty (20) Days' written notice of impending layoff prior to notifying an Employee pursuant to Article 23.03. At any time within this twenty (20) Day notice period, but not later, the Employer shall endeavor to meet with the Union for the purposes of:

- a) Describing the circumstances of the layoff, and
- b) Providing in writing a list of Employees that it intends to provide with notice of layoff and proceed with the provision of notice under Article 23.03. If any of these Employees are within their probationary period, probationary release shall happen in advance of layoff notices being issued.

Where the Parties cannot mutually agree on a meeting date within the twenty (20) Day notice period, the Employer shall execute its obligations under subsection a) and b) by way of written correspondence to the Union President.

23.03 Where a reduction of one or more multi-incumbent positions is required, layoff shall take place in reverse order of Seniority unless a more senior Employee occupying a position from which the layoff is occurring volunteers to accept the layoff.

The Employer shall provide the Employee with eight (8) weeks written notice of layoff, as per Article 8.05. The notice of layoff shall set out the Employee's layoff date and provide information on the following options under Article 23.04 to 23.09:

- a) immediate layoff including the value of lump sum severance payment,
- b) vacant positions, displacement opportunities, and recall

23.04 Upon request the Employer shall provide the Union with an updated Seniority list for each layoff.

23.05 Within five (5) Days of having received the written notice of layoff pursuant to Article 23.03, the Employee shall elect and return to Human Resources their declaration to either a) accept the layoff and receive lump sum severance, or b) continue to work through the layoff notice period and preserve rights and entitlements under Article 23.04 to 23.09. Failure to so elect shall be deemed to be an election of layoff as per Article 23.05.

23.06 Where an Employee elects to accept lump sum severance payment it shall be paid equal to two (2) weeks' pay at their regular rate of pay for each completed year of service to a maximum of fifty-two (52) weeks. An Employee who elects a lump severance will have their last working day no later than three (3) Days from Human Resources receiving the Employee's election. The lump sum severance payment shall be made within thirty (30) days of the election. An Employee who accepts layoff shall forfeit all further and applicable rights and entitlements under Article 23.

23.07 Where pursuant to Article 23.03 an Employee elects to continue to work the layoff notice period their rights and entitlements under Article 23.04 through 23.09 shall apply.

23.08 Vacancies

During the first four (4) weeks of the notice period, an Employee may accept a vacancy. An Employee who accepts a vacancy in a lower level job shall be paid in accordance with Article 26.06.

Notwithstanding the above, where an Employee declines a vacant position at the same job level they shall be deemed to no longer be eligible for vacant positions or displacement opportunities for the remainder of the notice period. Where an Employee declines a vacant position at a lower job level they shall be deemed to no longer be eligible for vacant positions opportunities for the remainder of their notice period.

### 23.09 Displacement

Potential displacement opportunities will be presented to the Employee who has received notice pursuant to Article 23.03 at the end of the fourth (4th) week of the notice period.

- a) the Employee who has received notice may elect to displace one (1) Employee who has less Seniority commencing with the least senior Employee in a position within the Employee's own job level or within a job level not lower than one (1) level below the Employees own job level, provided that the Employer determines that the Employee designated for layoff is qualified and can perform the core duties of such position.
- b) the Employee displaced under Article 23.09 a), shall have full rights and entitlements under Article 23. Any Employee who is displaced thereafter shall not be entitled to the provisions of Article 23.09, and shall make an election to receive lump sum severance equal to two (2) weeks' pay at their regular rate of pay for each completed year of service to a maximum of fifty-two (52) weeks or elect to be placed on the recall list as per Article 23.10.
- c) the salary of an Employee who has displaced another Employee within a range not lower than one (1) job level below the Employee shall be paid in accordance with Article 26.06.

Notwithstanding the above, where an Employee declines a displacement opportunity, they shall be deemed no longer eligible for displacement opportunities for the remainder of their notice period.

### 23.10 Recall

- a) An Employee who elects recall shall have the right to be recalled to employment by order of Seniority for up to twelve (12) weeks from the date of layoff for Employees with up to one (1) year service, or up to thirty (30) weeks from the date of layoff for an Employee with more than one (1) year of service. The Employer shall ensure that the Employee continues to have access to internal job postings.
- b) It is the responsibility of the Employee to identify in writing to the designated Human Resources contact on or before the closing date of the competition, and with the submission of an updated resume, the vacant position they should be recalled to under this Article. The Employer shall determine whether the Employee is qualified and can perform the core duties of such position.
- c) Where the Employer agrees with the identification of a vacancy under this Article and where the Employee subsequently declines the position they shall be deemed to no longer be eligible for vacant positions and shall accept a lump sum severance payment equal to two (2) weeks' pay at their regular rate of pay for each completed year of service to a maximum of fifty-two (52) weeks.

- d) Lump sum severance payments shall be paid out to Employees at the expiration of their recall period, unless the Employee exercises their rights under Article 23.03.

23.11 Where the determination of a redundant position in accordance with Article 23.01 results in the prospective layoff of an Employee who, at the time written notice of layoff would have otherwise been provided, is on Short Term Disability, Long Term Disability, an unpaid or paid leave of absence, or Secondment the Employer shall notify the Employee of this decision.

For Employees on Short Term Disability, Long Term Disability, or an unpaid or paid leave of absence, the notice period pursuant to Article 23.03 begins on the date upon which the Employee is expected to return to the home position declared redundant. Employees on Secondment whose home position has been declared redundant shall be given the opportunity to return to their home position immediately or at the end of their assignment.

## **Article 24 – Separation of Employment**

### 24.01 Separation of Employment

Employees may resign their appointment by giving notice in writing as soon as possible, but not less than one (1) week if their period of employment is less than two (2) years; two (2) weeks if their period of employment is more than two (2) years.

The notice shall be addressed to the Manager with a copy to the Human Resources Department.

24.02 During any period of notice required by this Agreement, the Employee shall continue in their normal employment status, i.e. shall be either at work or on leave and be entitled to their salary and their benefits coverage. However, the Employer at its discretion may waive the requirement of attendance at work or require the Employee concerned to abstain from such attendance during all or part of the notice period. The Employer and the Employee concerned may also agree to shorten any required notice period.

24.03 The effective date of separation shall be the last day of any required, or any agreed shortened, period of notice.

The Employee shall receive their regular salary as listed below on the next regular scheduled pay date following the last day of their employment.

- a) Their salary and any premiums earned until then;
- b) Pay out of any accrued vacation and/or lieu time

#### 24.04 Termination of Employment

An Employee's employment shall be terminated and Seniority shall cease if the Employee:

- a) Voluntarily leaves the employ of the University;
- b) Overstays an authorized leave of absence without a valid reason;
- c) Is discharged for just cause and not reinstated under the terms of this Agreement;
- d) Is absent from work for more than three (3) consecutive Days without a valid reason;
- e) Retires;
- f) Fails to meet a term and condition of their employment that is specified in an offer of employment;
- g) Fails to satisfactorily complete the probationary period;
- h) Completes their Limited Term contract;
- i) Terminates recall rights after layoff

#### 24.05 Termination of Limited Term Employment

The employment of Limited Term Employees can be terminated at any time on the giving of two (2) weeks' notice or pay in lieu of notice.

### **Article 25 – Discipline**

25.01 The Employer shall not discipline, suspend or discharge an Employee without just and sufficient cause.

25.02 The Parties recognize the principle of progressive discipline by adopting the procedures set forth below:

When an Employee is to be disciplined (i.e. documented verbal warning, written warning, suspension or discharge), such discipline shall only be imposed at a meeting with the Employer specifically convened for this purpose. An Employee shall have the right to be accompanied by an OPSEU representative where a formal written, suspension or discharge is to be discussed. A copy of any disciplinary letter shall be provided to the Union within three (3) Days of such a meeting. A copy of the discipline shall be placed in the Employee's employment file.

In the alternative to the disciplinary measures listed above, the Parties may mutually agree to a restorative justice solution.

- 25.03 A documented verbal warning or written warning shall normally precede imposition of a suspension or discharge, except in the case of gross neglect of duty, position abandonment, or gross misconduct, and an Employee shall be given a set and reasonable time period in which to demonstrate the required sustained improvement in the area of concern.
- 25.04 In cases involving alleged serious insubordination or the perception of a continuing threat to the safety of a person or property, the Employer may suspend an Employee with pay during the period that the Employer investigates the alleged action or behaviour. This step is precautionary and not itself considered disciplinary. The Employee shall receive a letter advising of the matter being investigated, any restrictions placed on their access to individuals or to the University campus, and advising of the right to consult with a representative of the Union. The Union shall also be provided with a copy of this letter. In these circumstances, the Employer will proceed as expeditiously as possible with a view to minimizing the period of time of the suspension. The precautionary suspension shall continue only until the Employer has returned their decision following the meeting held under Article 25.02.
- 25.05 Employees shall be given an opportunity to acknowledge that they have received a disciplinary letter by signing the copy to be filed. The Employee may attach comments to the letter.
- 25.06 It is agreed that a disciplinary warning letter within an Employee's employment file shall be deemed null and void and removed from the file after the completion of twenty four (24) months of employment, excluding the Term in which the disciplinary letter was issued, from the date of the letter and provided that no further discipline has been recorded within the period noted above.
- 25.07 Any letters of counsel are non-disciplinary in nature and may be placed in an Employee's employee file. Letters of counsel shall be removed from the Employee's employee file when a period of twenty – four (24) months has elapsed from the date of issuance.

## **Article 26 – Compensation**

### **26.01 Salary for Full Time Continuing Employees**

- a) No Employee shall have an annual base salary that is lower than the step 1 in the assigned job level set out on the compensation salary grid. Employees shall be paid on a monthly basis.
- b) A Full Time Continuing Employee's base salary may be increased by the following separate components:

Job Levels 1-11:

- i. Across the Board (ATB) adjustment to salary grid;
- ii. Annual step increase

26.02 Across the Board (ATB) Increases

- a) ATB increases and effective dates are set out in Appendix "A."
- b) Effective upon return from an unpaid leave the Full Time Continuing Employee shall receive any ATB increases that were effective during the leave.

26.03 Annual Step Increase for Full Time Continuing Employees

- a) Eligibility for the annual step increase is based on an Employees hire date. For further clarity, the annual step increase effective date is July 1st for Employees hired between July 1st and December 31st in any given year. Employee's hired between January 1st and June 30th in any given year are not entitled to a step increase in the year in which they were hired. Annual Step increases are set out in Appendix "A."
- b) "Red-circled Salaried" Employees are those whose salary exceeds the last step within the job level. These Employees shall not be eligible for an annual step increase until the salary is within the parameters of the salary grid.

26.04 Salary Increases upon Promotion or Reclassification

In cases where an Employee obtains a promotion of one (1) level or in cases where an Employee's position is reclassified upwards by one (1) level, the Employee's annual salary shall be adjusted to the step in the new salary level which is closet to but not lower than the Employee's current salary. If this step represents less than five (5%) percent of the Employees current salary, the Employee's new salary shall be adjusted to the next step. All promotional and reclassification increases shall be subject to the maximum of the new salary level.

In cases where an Employee obtains a promotion of two (2) levels or more or in cases where an Employee's position is reclassified upwards by two (2) levels, the Employee's annual salary shall be adjusted to the Step in the new salary level which is closet to but not lower than the Employee's current salary. If this Step represents less than ten (10%) percent of the Employees current salary, the Employee's new salary shall be adjusted to the next step. All promotional and reclassification increases shall be subject to the maximum of the new salary level.



#### 26.05 Voluntary Applications to Lower Level Positions

- a) An Employee who voluntarily applies and accepts a position at a lower level and whose salary is not above the salary maximum of the lower level position, shall move to the appropriate step at the lower level as long as it is not above the Employee's current salary. On the following July 1st the annual salary shall be increased by the applicable increment pursuant to Article 26.02. All increments shall be subject to the maximum of the lower salary level.
- b) An Employee who voluntarily applies and accepts a position at a lower level and whose salary is above the maximum of the lower level position shall have their salary reduced to the maximum of the lower level position effective the start date in the lower level position.

#### 26.06 Salary for Limited Term Employees

No Limited Term Employee shall have an annual base salary that is lower than Step 1 of the job level as set out in Appendix "A". Employees shall be paid on a bi-weekly basis.

### **Article 27 – Pension and Benefits**

#### 27.01 Pension for Full Time Continuing Employees

The University shall administer a Defined Contribution Pension Plan registered under the *Pension Benefits Act* (Ontario) and the *Income Tax Act* (Canada).

a) Eligibility

Every Employee is required to join the plan on the date of hire. Both the Employer and Employees shall continue to make contributions in accordance with the Pension Plan requirements. However, pursuant to the *Income Tax Act*, Employees shall be required to commence pension benefits no later than the end of the calendar year in which an Employee attains age seventy-one (71) or at such date as may be required by the *Income Tax Act* (the required pension start date).

b) Pensionable Earnings

Pensionable earnings includes base salary, stipends, and any variable pay paid by or through the Employer.

c) Member Contributions

Every Employee shall be required to contribute three and a half percent (3.5%) of pensionable earnings to the plan and may make voluntary contributions of up to a further five percent (5.0%) of pensionable earnings.

d) Employer Contributions

The Employer shall contribute a total of nine and a half percent (9.5%) of pensionable earnings to the pension plan or Health Spending Account, with two (2) components:

- i) a basic contribution of seven and a half percent (7.5%) of pensionable earnings;
- ii) a supplemental contribution up to two percent (2.0%) of pensionable earnings in half percent (0.5%) increments. The balance not directed into a Employee's pension account, up to two percent (2.0%) of pensionable earnings, shall be directed to the Health Spending Account as per Article 27.05.

Each Employee will make an election each year in advance to direct part or all of their supplemental contributions to the Defined Contribution Pension Plan or to the Health Spending Account. If the Employee does not make an election in a given year the election from the previous year shall continue.

e) Vesting

Employer and Employee contributions to the plan vest immediately.

f) Investment Options

Employees shall direct the investment of both Employer and Employee contributions. A wide range of investment options will be offered.

27.02 Pension Eligibility for Limited Term Employees

a) Eligibility

Employees may be eligible to contribute to the University's Defined Contribution Pension Plan (the Pension Plan) as per Appendix "B" if they have fulfilled the legislative minimum requirements set out in the *Pension Benefits Act* (Ontario) and outlined in the Pension Plan member booklet. For the purposes of the requirement of the Pension Plan to complete twenty-four (24) months of continuous employment, an interruption of employment of sixty (60) Calendar Days or less shall not interrupt the period of continuous employment.

b) If an Employee becomes eligible to join the Pension Plan, the Employee shall have the option to join the pension plan. Human Resources shall contact the Employee directly once they have fulfilled the legislative minimum requirements.

c) Vesting

Employer and Limited Term Employee contributions to the plan vest immediately.

d) Investment Options

Limited Term Employees shall direct the investments of both Employer and Limited Term Employees contributions. A wide range of investment options shall be offered.

### 27.03 Extended Health Care Plan for Full Time Continuing Employees

The Employer shall establish and maintain an Extended Health Care Plan.

a) The Employer shall pay one hundred percent (100%) of the premiums associated with the Extended Health Care Plan.

b) Entitlement for Extended Health Care benefits shall be governed exclusively by the terms of the Extended Health Care Plan and shall be determined exclusively by the applicable Insurance Carrier.

c) The responsibility of the Employer in respect of the Extended Health Care Plan shall be limited solely to the payment of premiums to the Insurance Carrier.

d) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage than the coverage at the ratification of this Agreement is maintained.

e) Participation in this program is a condition of employment. Eligible Full Time Continuing Employees must enroll their eligible family members before benefits can be provided.

f) Entitlement issues are not subject to the Grievance and arbitration provisions of the Agreement and are to be dealt with exclusively by the Employee and the Insurance Carrier. In the event the Union advises the Employer that an Employee is not receiving appropriate coverage under the plan, it shall contact the Manager, Pension, Benefits and Wellness who shall investigate and work with the Insurance Carrier to rectify the matter.

g) An outline of the provisions is attached in Appendix "B".

#### 27.04 Dental Plan for Full Time Continuing Employees

The Employer shall establish and maintain a Dental Plan.

- a) The Employer shall pay one hundred percent (100%) of the premiums associated with the Dental Plan.
- b) Entitlement for dental benefits shall be governed exclusively by the terms of the Dental Plan and shall be determined exclusively by the applicable Insurance Carrier.
- c) The responsibility of the Employer in respect of the Dental Plan shall be limited solely to the payment of premiums to the Insurance Carrier.
- d) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage than the coverage at the ratification of this Agreement is maintained.
- e) Participation in this program is a condition of employment. Eligible Employees must enroll their eligible family members before benefits can be provided.
- f) Entitlement issues are not subject to the Grievance and arbitration provisions of the Agreement and are to be dealt with by the Employee and the Insurance Carrier. In the event the Union advises the Employer that an Employee is not receiving appropriate coverage under the plan, it shall contact the Manager, Pension, Benefits and Wellness who shall investigate and work with the Insurance Carrier to rectify the matter.
- g) An outline of the provisions is attached in Appendix "B".

#### 27.05 Health Spending Account (HSA) for Full Time Continuing Employees

- a) The Employer shall make available the amounts set out in Appendix "B" effective January 1 of each calendar year for Employees who are otherwise eligible to receive benefits under the Extended Health Care and Dental Plans plus any additional amount as directed by the Employee in Article 27.01 d) ii.
- b) The HSA may only be utilized by an Employee for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not otherwise covered by the Extended Health Care and Dental Plans.
- c) Entitlement for reimbursement shall be governed exclusively by the terms of the HSA in accordance with the *Income Tax Act, Canada*.

- d) Any unused allocation in an Employees HSA as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year after which time the unused balance shall be forfeited. Employees who are no longer employed by the University shall immediately forfeit any unused balance.
- e) Unused HSA balance at the date of retirement shall be rolled to the retirement HSA per Article 27.10 c) in keeping with *Income Tax Act* rules.

#### 27.06 Short Term Disability Benefits for Full Time Continuing Employees

- a) Upon completion of three (3) months of continuous employment with the Employer, Employees are eligible to participate in the Short Term Disability program after they have been absent from work due to illness or non-work related injury for a period of not less than five (5) consecutive Days.
- b) An Employee who is unable to perform their responsibilities due to illness or accident is eligible to receive one hundred percent (100%) salary for up to six (6) months, followed by seventy-five percent (75%) of salary for up to an additional six (6) months subject to meeting the eligibility and/or qualifying criteria under the applicable terms of the Short Term Disability Plan.
- c) At the expiry of this twelve (12) month period, the Employee is eligible to apply for Long Term Disability under the Employer's plan.

#### 27.07 Long Term Disability Benefits for Full Time Continuing Employees

The Employer shall establish and maintain a Long Term Disability Plan.

- a) All Employees shall be required to participate in the Long Term Disability Plan subject to meeting the eligibility and/or qualifying criteria under the applicable terms of the Long Term Disability Plan.
- b) The applicable premium costs associated with the Long Term Disability Plan shall be determined by the Insurance Carrier from time to time.
- c) Employees shall pay one hundred percent (100%) of the premiums associated with the Long Term Disability Plan through monthly payroll deductions made by the Employer, who shall remit those premiums to the Insurance Carrier.
- d) Entitlement for long term disability benefits shall be governed exclusively by the terms of the Long Term Disability Plan and shall be determined exclusively by the Insurance Carrier.
- e) The responsibility of the Employer in respect to the Long Term Disability Plan shall be limited solely to deducting and remitting the premiums to the Insurance Carrier.

- f) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage than the coverage at the ratification of this Agreement is maintained.
- g) Entitlement issues are not subject to the Grievance and arbitration provisions of the Agreement and are to be dealt with exclusively by the Employee and the Insurance Carrier. In the event the Union advises the Employer that an Employee is not receiving appropriate coverage under the plan, it shall contact the Manager, Pension, Benefits and Wellness who shall investigate and work with the Insurance Carrier to rectify the matter.
- h) An outline of the provisions is attached in Appendix "B".

27.08 Life Insurance for Full Time Continuing Employees

The Employer shall establish and maintain a Life Insurance Plan.

- a) The Employer shall pay one hundred percent (100%) of the premiums associated with Basic Life Insurance. Employees shall pay one hundred percent (100%) of the premiums associated with Employee, Spouse, and Child(ren) Optional Life Insurance.
- b) Entitlement for life insurance shall be governed exclusively by the terms of the Life Insurance Plan and shall be determined exclusively by the applicable Insurance Carrier.
- c) The responsibility of the Employer in respect of the Life Insurance Plan shall be limited solely to the payment of premiums to the Insurance Carrier.
- d) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage than the coverage at the ratification of this Agreement is maintained.
- e) Eligible Employees must enroll their eligible family members before benefits can be provided.
- f) Entitlement issues are not subject to the Grievance and arbitration provisions of the Agreement and are to be dealt with by the Employee and the Insurance Carrier. In the event the Union advises the Employer that an Employee is not receiving appropriate coverage under the plan, it shall contact the Manager, Pension, Benefits and Wellness who shall investigate and work with the Insurance Carrier to rectify the matter.
- g) An outline of the provisions is attached in Appendix "B".

27.09 Accidental Death and Dismemberment (AD&D) Insurance for Full Time Continuing Employees

The Employer shall establish and maintain an Accidental Death and Dismemberment Insurance Plan.

- a) The Employer shall pay one hundred (100%) percent of the premiums associated with Basic AD&D Insurance. Employees shall pay one hundred percent (100%) of the premiums associated with Employee, Spouse, and Child(ren) Optional AD&D Insurance.
- b) Entitlement for AD&D insurance shall be governed exclusively by the terms of the AD&D Insurance Plan and shall be determined exclusively by the applicable Insurance Carrier.
- c) The responsibility of the Employer in respect of the AD&D Insurance Plan shall be limited solely to the payment of premiums to the Insurance Carrier.
- d) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage than the coverage at the ratification of this Agreement is maintained.
- e) Eligible Employees must enroll their eligible family members before benefits can be provided.
- f) Entitlement issues are not subject to the Grievance and arbitration provisions of the Agreement and are to be dealt with by the Employees and the Insurance Carrier. In the event the Union advises the Employer that an Employee is not receiving appropriate coverage under the plan, it shall contact the Manager, Pension, Benefits and Wellness who shall investigate and work with the Insurance Carrier to rectify the matter.
- g) An outline of the provisions is attached in Appendix "B".

#### 27.10 Pension and Benefits Committee

The Union shall appoint one (1) Employee to the University's Pension and Benefits Committee. The Committee reviews the Defined Contribution Pension Plan and Benefits Plans and recommends to the University changes in these plans from time to time.

#### 27.11

##### a) Cessation of Benefits for Full Time Continuing Employees

Employees who choose to work beyond age sixty-five (65) shall be entitled to AD&D Insurance up to December 31 of the year in which the Employee attains age seventy-one (71). In addition, Article 27.08 (Life Insurance) shall cease on December 31 of the year in which an Employee attains age sixty-nine (69).

Employees who choose to work beyond age sixty-five (65) shall continue to be eligible for Short Term Disability under Article 27.06 for six (6) months at one hundred percent (100%) salary up to December 31 of the year in which an Employee attains age seventy-one (71). Long Term Disability benefits under Article 27.07 cease to be available to an Employee beyond age sixty-five (65). However, in order to take into account the requirement to fulfil an

elimination period of three hundred and sixty-five (365) days under the Short Term Disability program prior to an application for Long Term Disability, payroll deductions from the Employee shall cease at age sixty-four (64) since the Long Term Disability benefit shall not be available to the Employee once they attain age sixty-five (65).

b) Post-Retirement Benefits for Full Time Continuing Employees

When an Employee retires from employment with the Employer, their benefit coverage ceases. When an Employee who has ten (10) years of service with the Employer, retires directly from employment with the Employer, the University shall deposit \$1,000 per annum into the individual's HSA for their lifetime for the reimbursement of health care expenses as defined by the *Income Tax Act*. This allocation shall be made on a calendar year basis. Eligibility, entitlement and coverage for reimbursement shall be governed exclusively by the terms of the HSA. Any unused allocation in such an HSA as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year after which time the unused balance shall be forfeited. Any unused balance in such an HSA shall be forfeited on the death of the retiree.

27.12 Dependent Tuition Assistance Program (DTAP) for Full Time Continuing Employees

- a) A dependent or spouse of an Employee, who after completing six (6) months of service with the Employer, and prior to the start of the first semester for which application for the DTAP benefit is made, may qualify for a DTAP benefit valued at up to fifty percent (50%) of the tuition for a first year Bachelor of Arts program at the University, tenable in any full-time program of study at any recognized post-secondary institution in Ontario. The benefit is available for a maximum of four (4) years. Only one (1) year of full-time tuition or two (2) full-time semesters per Academic Year are eligible.
- b) The University shall establish annually a fixed sum of money available for such DTAP benefits.
- c) An eligible dependent may receive the DTAP benefit for a program of study in an amount of up to fifty percent (50%) of the tuition for a first year Bachelor of Arts (B.A.) program at Ontario Tech University for the semester(s) for which the application is being made. For an eligible student attending Ontario Tech University the value of the DTAP benefit shall be fifty percent (50%) of the tuition for a first year Bachelor of Arts (B.A.) program at Ontario Tech University. Should the total value of all DTAP applications from all dependents for the year exceed the fixed funds available, after providing for the DTAP benefit for eligible students attending Ontario Tech University, the amount of the DTAP benefit shall be determined on a pro-rata basis such that there shall be an equal sharing of available funds amongst all other eligible dependents.



- d) The Employer shall provide the DTAP benefit payment following the latest program of study withdrawal date in effect at the University.
- e) The value of the DTAP does not change in instances where the student is the dependent of more than one (1) University Employee.
- f) To be eligible for DTAP, the dependent or spouse must have paid all tuition and other mandatory fees required by the institution they are attending and provide proof of enrolment and payment.
- g) The DTAP benefit does not apply to dependents or spouses who study on a part-time basis.
- h) The dependent or spouse must meet eligibility requirements to qualify for a DTAP benefit. Definitions, processes, and requirements shall be as set out in the University policy Dependent Tuition Assistance Program.

27.13 Employee Tuition and Waiver Program for Full Time Continuing Employees

- a) An Employee with twenty-four (24) months or more of continuous service may apply to their Manager for approval to enroll in and attend undergraduate courses at Ontario Tech University. The decision for approving such a request is at the discretion of the Manager.
- b) Enrolment in an undergraduate course must be of clear benefit to the Employees job duties, either current or future and linked to existing job roles at Ontario Tech University as determined by the Manager.
- c) The following criteria must be met for the Manager to approve the Employees request:
  - i) the Employee may enroll in a maximum of one (1) three (3) credit course per Academic Year
  - ii) there must be room within the enrolment limits of the course for the Employee to enroll
  - iii) the Employee must meet the enrolment criteria
  - iv) the Employee must pay all ancillary fees
- d) If necessary and with prior approval from the Manager an Employee may be provided with time away from their job to attend classes in which case the Employee would either make up the missed work time or vacation time shall be granted.
- e) Use of this benefit does not preclude an Employee from accessing benefits under Article 27.14

**27.14 Staff Development Tuition Reimbursement Program (TRP) for Full Time Continuing Employees**

- a) Employees may qualify for TRP to a maximum of two (2) Academic Term courses or equivalent per Academic Year.
- b) The Employee shall be reimbursed as set out in Article 27.14 a) upon successful completion of a course that is either:
  - i) a Ontario Tech University degree course up to and including the Master's level;
  - ii) a diploma or certificate program offered through Durham College; or
  - iii) a Bachelor's degree or a Master's degree at a recognized publicly funded post-secondary educational institution other than Ontario Tech University or Durham College.
- c) To be eligible for TRP, the Employee must have completed an individual development plan that has been approved by their Manager.
- d) Courses should be taken on the Employee's own time outside of normal working hours. However, if the course in consideration is not otherwise available, one (1) such course at any one (1) time may be taken during working hours if alternative work arrangements are made and upon approval of the Manager.

**Article 28 – Vacation and Holidays**

**28.01 Holidays**

- a) All Employees shall receive the following holidays with pay at their regular daily salary providing the Employee works their regularly scheduled day immediately preceding and following the holiday:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

- b) An Employee who works on a holiday shall be paid one and one half (1.5) times their regular rate for such time worked plus their holiday pay.
- c) If a holiday is observed on an Employee's regularly scheduled day off, another day in lieu with pay shall be granted within three (3) months, at a time acceptable to the Employee and their Manager.
- d) Full Time Continuing Employees shall also receive the days between Christmas Day and New Year's Day as holidays with pay at their regular salary for the hours normally worked when the University is officially closed.

#### 28.02 Vacation for Full Time Continuing Employees

All Full Time Continuing Employees shall be entitled to vacation on the following basis:

- a) Full Time Continuing Employees hired prior to January 20<sup>th</sup>, 2020 shall continue to accrue vacation based on their vacation allotment and accrual rate at the time of hire into their current position, to a maximum of thirty (30) Days.
- b) For Employees hired on or after January 20<sup>th</sup>, 2020, vacation shall accrue based on fifteen (15) Days of vacation after one (1) year of continuous service with the Employer as of the annual vacation schedule. Vacation credits shall continue to accrue with one (1) additional vacation day for every additional year of continuous service after completion of three (3) years of continuous service to a maximum vacation entitlement of twenty-six (26) Days.
- c) Employees with less than one year of service shall accumulate vacation on a pro-rated basis.
- d) Employees may use their annual vacation allotment in advance of accrual. If an Employee leaves the University prior to accrual, the Employee shall be responsible for repayment.
- e) Requests for vacation time, to the extent practical, shall be granted at times most desired by the Employee. It is the responsibility of both the Employee and their Manager to ensure vacation days are taken regularly and within the appropriate vacation year.
- f) Employees must take the minimum amount of vacation time required under the *Employment Standards Act*. However, an Employee may carry over a maximum of fifteen (15) Days of vacation entitlement. Any vacation

remaining in excess of the maximum fifteen (15) carryover vacation Days shall be forfeited without compensation and removed from the vacation accrual balance at the end of the vacation year (August 31st).

- g) Any unused Days in place on an Employee's day of separation from employment shall be paid at the rate of their last salary; otherwise unused vacation Days are not commutable to cash.
- h) Seniority of Employees shall be a consideration in resolving conflicts in requests of Employees for vacation schedules.
- i) Full Time Continuing Employees who are regularly scheduled to work less than a thirty-five (35) hour week shall accrue vacation on a prorated basis consistent with their regularly scheduled hours of work.

#### 28.03 Vacation for Limited Term Employees

A Limited Term Employees statutory holiday pay shall be in accordance with the *Employment Standards Act*. A Limited Term Employee shall receive four percent (4%) vacation pay over and above their wages. For Limited Term Employees who have accumulated five (5) years of continuous service, an additional two percent (2%) vacation pay shall be applied to their wages.

### **Article 29 – Leaves of Absence**

#### 29.01 Leave of Absence without Pay for Full Time Continuing Employees

Personal or Professional Development Leave may be granted to Employees for up to six (6) months with the written approval of the Manager or for a longer period not to exceed one (1) year with the written approval of the Vice President, People and Transition as appropriate. Such leave must be applied for in writing at least three (3) months in advance.

#### 29.02 Pension and Benefit Continuation for Full Time Continuing Employees

Employees on leave of absence without pay may choose to continue enrollment in the University benefits plan during the period of unpaid leave and shall remain enrolled by paying both the University's and the Employees portion, if any, of the premium cost subject to the terms of the benefits plan.

Under the terms of the Pension Plan, pension contributions during an unpaid leave of absence are not permitted.

### 29.03 Personal Leave with pay for Full Time Continuing Employees

Personal leave with pay may be granted to Employees to take time away from work for compassionate reasons, legal or specialist appointments and for days that qualify as religious holidays.

Employees with the approval of their Manager may take up to five (5) Days per vacation year for such purposes. Requests for such leave shall be made ten (10) Days in advance where possible. Where ten (10) Days' notice cannot reasonably be given the Employee shall make the request as soon as practicably possible.

Personal leave must be used in blocks of time of at least one half (1/2) day or more. There shall be no carry-over of personal leave days into the next vacation year.

### 29.04 Religious Observances

Employees, with the approval of their Manager, may take time away from work for religious observances. Where possible requests for such leave shall be made in writing ten (10) Days in advance. An absence for religious observances may be granted in any of the following ways:

- Use of vacation days, personal days or accumulated lieu time;
- Where possible, adjusting work schedules;
- Where possible, the Employee makes up the missed time; or
- Unpaid absence.

### 29.05 Bereavement Leave

An Employee shall be entitled to a leave of absence with pay in the event of the death of an immediate family member or extended family member.

For an immediate family member, five (5) Days of paid leave at the Employee's regular rate of pay shall be provided. Immediate family is defined as the Employee's spouse, common law spouse, same-sex partner, son, daughter, children of the Employee's spouse, children of a common law spouse, children of same-sex partner, step-children, ward, brother, sister, father, mother and step-parent(s).

For an extended family member, three (3) Days of paid leave at the Employee's regular rate of pay shall be provided. Extended family is defined as the Employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother and grandfather, grandparents of the Employee's spouse, common-law spouse, or same-sex partner, and parents of step-parent(s).

If bereavement leave is required in the event of the death of a person significant to the Employee and not specifically named in the definitions listed above, or additional bereavement leave is required in circumstances covered by the definitions listed above, it may be granted up to a maximum of three (3) Days, with the approval of the Employee's Manager.

Where an Employee's scheduled vacation is interrupted due to a bereavement, the portion of the Employee's vacation affected by the bereavement leave, as set out in this protocol, shall be rescheduled in consultation with their Manager.

Where bereavement leave requires extensive travel at the discretion of the Manager, the Employee may be given up to two (2) additional Days of paid leave for travel purposes as may be reasonably required.

Bereavement leave may be taken at the time of the bereavement or in a non-consecutive manner in the event of a later memorial service. An Employee is expected to give their Manager adequate notice in the event of a later memorial service.

Additional bereavement leave may be approved on an unpaid basis by an Employee's Manager.

An Employee shall contact their immediate Manager to request bereavement leave when it is required.

Leaves shall not operate to extend the term of a Limited Term Employees contract.

#### 29.06 Compassionate Leave for Full Time Continuing Employees

At the sole discretion of the Manager, a paid leave of up to one (1) week per vacation year may be provided to a Full Time Continuing Employee in compassionate circumstances. Additional compassionate leave requests within the same vacation year requires approval, in advance, by the Director.

#### 29.07 Pregnancy Leave for Full Time Continuing Employees

- a) Under the *Employment Standards Act* (ESA), the natural (birth)/surrogate pregnant person is eligible for a pregnancy leave which shall be unpaid except as set out in Article 29.09 in accordance with the *Employment Standards Act* (ESA). An Employee who is eligible for a pregnancy leave may elect to take up to a maximum of seventeen (17) weeks, which shall be unpaid leave except as set out in Article 29.09.

The pregnancy leave shall be comprised of a one (1) week waiting period, and fifteen (15) weeks pregnancy leave, and a one (1) week SUB paid benefit at the end of the fifteen (15) week pregnancy leave (where there is no parental leave immediately following). Should there be a standard or

extended parental leave immediately following the pregnancy leave, then the one (1) week of SUB benefit shall be paid at the end of the standard or extended parental leave as elected by the Employee.

- b) For Employees on pregnancy leave the Employer shall continue to pay premiums for extended health care, dental, life insurance and accidental death and dismemberment insurance coverage. The Employee shall continue to pay the premiums for LTD and any other premiums normally paid by the Employee under Article 27 and Appendix B. The Employer shall continue to make both required and supplemental pension contributions to the Pension Plan during a pregnancy and/or standard or extended parental leave. The Employee may elect to continue to make their contributions to the pension plan, but is not required to do so. The Employee must have indicated what amount of the supplemental contribution pension contributions they wish to direct to the Pension Plan or HSA during the annual election process.

#### 29.08 Pregnancy Leave for Limited Term Employees

- a) An Employee shall be eligible for unpaid Pregnancy and Parental Leave in accordance with the *Employment Standards Act*.
- b) In accordance with the *Employment Standards Act*, an Employee who becomes pregnant, shall upon request, be granted an unpaid pregnancy leave for a maximum period of up to seventeen (17) weeks beginning before, on, or after the date of birth and ending not later than seventeen (17) weeks after the date of birth.
- c) An Employee shall inform their Manager and Human Resources, in writing, of their plans for taking leave at least four (4) weeks in advance of the initial date of pregnancy leave, or such lesser period where there is a valid reason why that notice cannot be given.
- d) Leaves shall not operate to extend the term of a Limited Term Employees contract.

#### 29.09 Standard or Extended Parental Leaves for Full Time Continuing Employees

An Employee who is eligible may elect to take either a standard parental leave or an extended parental leave. The Employee must elect either a standard or extended parental leave of absence prior to the commencement of the applicable leave and cannot elect a different duration once the pregnancy and/or standard or extended parental leave, for the purpose of determining the value of the SUB benefit under Article 29.11, as the case may be, has commenced.

a) Standard Parental Leave

An Employee who elects a standard parental leave, is eligible to take up to a maximum of thirty-seven (37) weeks, which shall be unpaid except as set out in Article 29.09 and for which Employment Insurance (EI) benefits may be available.

A Standard Parental Leave will be comprised of:

- i) a one (1) week waiting period, as required by the *Employment Insurance Act of Canada*, and for which a SUB payment is available, if it has not already been paid at the beginning of a pregnancy leave and;
- ii) thirty-five (35) weeks of unpaid parental leave, for which EI benefits are payable, and for which a SUB payment is available, and;
- iii) an additional one (1) week under the Employer's SUB plan at the end of the leave for which no EI benefits are available, if it has not already been paid at the end of a pregnancy leave.

b) Extended Parental Leave

An Employee who has taken a pregnancy leave and who also elects to take an extended parental leave shall be entitled to a leave of absence of up to a maximum of sixty-one (61) weeks. All other parents who do not take or who are not eligible for a pregnancy leave shall be entitled to an extended parental leave of absence of up to sixty-three (63) weeks.

An Extended Parental Leave will be comprised of:

- i) a one (1) week waiting period, as required by the *Employment Insurance Act of Canada*, and for which a SUB payment is available, if it has not already been paid at the beginning of a pregnancy leave and;
- ii) Sixty-one (61) weeks of unpaid extended parental leave, for which EI benefits are payable, and for which a SUB payment is available, and;
- iii) An additional one (1) week under the University's SUB plan at the end of the leave for which no EI benefits are available. This last week of SUB is not payable, if it has already been paid at the end of the pregnancy leave.



- c) The maximum amount of leave under Article 29.07 a) or b) is reduced by the number of weeks of parental or adoption leave taken by the Employee's partner.
- d) For Employees on a standard or extended parental leave the Employer shall continue to pay premiums for extended health care, dental, life insurance and accidental death and dismemberment insurance coverage. The Employee shall continue to pay the premiums for LTD and any other premiums normally paid by the Employee under Article 27 and Appendix B. The Employer shall continue to make both required and supplemental pension contributions to the Pension Plan during the pregnancy leave, and/or standard or extended parental leave. The Employee may elect to continue to make their contributions to the plan, but is not required to do so. If the Employee elects not to make their contributions, the Employer shall still continue to make the Employer's required and supplemental pension contributions. The Employee must have indicated what amount of the supplemental pension contributions they wish to direct to the Pension Plan or HSA during the annual election process.

#### 29.10 Standard or Extended Parental Leaves for Limited Term Employees

Under the *Employment Standards Act* (ESA), the natural (birth)/surrogate pregnant person is eligible for a pregnancy leave which shall be unpaid. An Employee who is eligible may elect to take either a standard parental leave or an extended parental leave. The Employee must elect either a standard or extended parental leave of absence prior to the commencement of the leave and cannot change their election once the pregnancy and/or standard or extended parental leave, as the case may be, has commenced.

##### a) Standard Parental Leave

An Employee who elects a standard parental leave, is eligible to take up to a maximum of thirty-seven (37) weeks, which shall be unpaid by the Employer however, Employment Insurance (EI) benefits may be available.

##### b) Extended Parental Leave

An Employee who has taken a pregnancy leave and who also elects to take an extended parental leave shall be entitled to a leave of absence of up to a maximum of sixty-one (61) weeks. All other parents who do not take or who are not eligible for a pregnancy leave shall be entitled to an extended parental leave of absence of up to sixty-three (63) weeks.

- c) The maximum amount of leave under Article 29.08 a) or b) is reduced by the number of weeks of parental or adoption leave taken by the Employees partner.

- d) Leaves shall not operate to extend the term of a Limited Term Employees contract.

#### 29.11 Supplemental Unemployment Benefit (SUB) for Full Time Continuing Employees

- a) Upon submission of proof of coverage under Employment Insurance (EI) benefits for pregnancy and/or standard or extended parental or adoption Leave, the Employer shall pay the difference between the EI benefit and ninety-three percent (93%) of the Employee's annual base salary for those weeks for which the EI benefit applies. The Employer shall pay ninety-three percent (93%) of the Employee's annual base salary for the one (1) week waiting period required at the beginning, and for an additional one (1) week at the end for which the SUB benefit is payable and for which no EI benefit is available (where there is no parental leave immediately following). Should there be a standard or extended parental leave immediately following the pregnancy leave, then the one (1) week of SUB benefit shall be paid at the end of the standard or extended parental leave as elected by the Employee.

Upon submission of proof of coverage under EI benefits for an extended parental leave, the Employer will disburse the value of the SUB payment as calculated in the standard parental leave for the duration of the extended parental leave.

- b) Proof of EI coverage is not available until after the pregnancy or parental leave has commenced and hence the Employer SUB payments shall be retroactive. Proof of EI coverage must be provided within one (1) calendar month of commencing the leave.
- c) The calculation of the SUB shall be calculated on the Employees base salary effective the day before the Employee starts the leave.
- d) The SUB shall be recalculated during a pregnancy or parental leave for an Employee who would have otherwise been awarded any ATB, or step increase as applicable during the period of the leave.

#### 29.12 Full Time Union Leave

The Employer agrees that a Full Time Continuing Employee elected to be President or first Vice President of OPSEU shall be granted a leave of absence without pay and without loss of Seniority for the two (2) year term of office.

#### 29.13 Court Leave

- a) Upon written request, an Employee shall be granted leave without loss of pay when summoned to serve for jury duty or jury selection, or when subpoenaed as a witness to court proceedings to which the Employee is not a party.

- b) Upon return to work, the Employee shall provide the Employer with written confirmation of the date(s) and time(s) on which they served.
- c) The Employee shall provide the Manager with as much notice as possible of such court proceedings so that alternative coverage can be arranged.
- d) No court leave afforded under this Article shall extend beyond the original end date of the Limited Term Employees contract.

#### Employment Standards Act Leaves

29.14 The Employer shall grant leaves as requested by the Employee in accordance with the *Employment Standards Act of Ontario* as amended from time to time. Examples of such leaves are: Family Caregiver Leave, Family Medical Leave, Critical Illness (Adult and/or Child) Leave, Child Death Leave, Crime-related Child Disappearance Leave, Emergency Leave/Declared Emergencies, Organ Donor Leave, Reservist Leave, Personal Emergency Leave, and Domestic or Sexual Violence Leave.

Leaves shall not operate to extend the term of a Limited Term Employees contract.

29.15 At the end of an approved leave of absence an Employee shall immediately return to their position, provided such position still exists. Should a position no longer exist Article 23 shall apply.

29.16 No leave shall operate to extend a Limited Term employees contract.

#### Article 30 – Term

30.01 This Agreement shall continue in force and effect until June 30, 2027, and thereafter shall automatically renew itself for periods of one (1) year each unless either Party notifies the other in writing within the period of three (3) months prior to the expiry date of this Agreement that it desires to amend or terminate it.

30.02 If, pursuant to the notice provided in Article 30.01, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed by the Parties or until the conciliation process prescribed under the *Labour Relations Act* has been completed, whichever date should first occur.

Signed this 9th day of July 2024.

For the Ontario Public Service Employees Union:

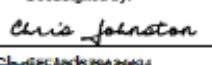
Signed by:  
  
C. Livingstone  
Bargaining Committee Chair

Signed by:  
  
B. Chicoine  
Bargaining Committee

Signed by:  
  
H. Abdelal  
Bargaining Committee

Signed by:  
  
G. Barnes  
Bargaining Committee

Signed by:  
  
K. Gamble  
Bargaining Committee

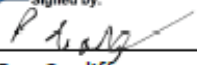
DocuSigned by:  
  
Chris Johnston  
OPSEU/SEFPO Staff Representative/Negotiator

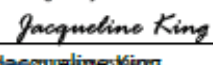
Tracy More  
OPSEU/SEFPO Supervisor Negotiations, BPS

JP. Hornick  
OPSEU/SEFPO President

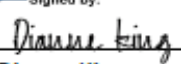
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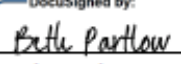
For Ontario Tech University:

Signed by:  
  
Roy Conliffe  
Director, Employee & Labour Relations

Signed by:  
  
Jacqueline King  
Senior Labour Relations Specialist

Signed by:  
  
Dan Crouse  
Director, Academic Advising

Signed by:  
  
Dianne King  
Senior Labour Relations Specialist

DocuSigned by:  
  
Beth Partlow  
Director, Human Resources

## Appendix “A” – Compensation

The annual across-the-board (ATB) increases negotiated between the Parties, which come into effect July 1 of each year of the Collective Agreement, have been applied to the compensation structures below. Should there be any unintended transcribing error whereby the compensation structure contains the value that is greater or lesser than the increase negotiated between the Parties, the correct calculation resulting in an increase from the previous year’s applicable salary shall prevail.

<b>23/24</b>	<b>4%</b>								
<b>Job Level</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>1</b>	37,992	39,349	40,705	42,063	43,421	44,777	46,134	47,518	48,944
<b>2</b>	39,879	41,303	42,727	44,152	45,577	47,001	48,425	49,878	51,374
<b>3</b>	42,098	43,600	45,105	46,609	48,113	49,615	51,121	52,654	54,234
<b>4</b>	44,779	46,377	47,977	49,578	51,175	52,775	54,376	56,007	57,688
<b>5</b>	48,043	49,758	51,474	53,192	54,906	56,623	58,340	60,090	61,892
<b>6</b>	52,056	53,916	55,774	57,635	59,495	61,354	63,213	65,109	67,063
<b>7</b>	57,042	59,080	61,116	63,154	65,192	67,230	69,267	71,345	73,485
<b>8</b>	65,347	67,270	69,192	71,114	73,034	74,958	76,880	79,186	81,562
<b>9</b>	73,596	75,760	77,926	80,090	82,254	84,418	86,584	89,181	91,857
<b>10</b>	84,275	86,755	89,233	91,712	94,190	96,669	99,146	102,120	105,184
<b>11</b>	98,352	101,245	104,138	107,031	109,924	112,817	115,709	119,181	122,756

24/25		3%								
Job Level		1	2	3	4	5	6	7	8	
1		40,530	41,926	43,325	44,724	46,121	47,518	48,944	50,412	
2		42,542	44,008	45,476	46,944	48,411	49,878	51,374	52,915	
3		44,908	46,459	48,007	49,556	51,104	52,654	54,234	55,861	
4		47,769	49,416	51,065	52,711	54,358	56,007	57,688	59,418	
5		51,251	53,019	54,788	56,554	58,322	60,090	61,892	63,749	
6		55,534	57,448	59,364	61,280	63,194	65,109	67,063	69,074	
7		60,852	62,949	65,049	67,148	69,247	71,345	73,485	75,690	
8		69,288	71,268	73,248	75,225	77,206	79,186	81,562	84,009	
9		78,033	80,264	82,493	84,721	86,951	89,181	91,857	94,612	
10		89,358	91,910	94,463	97,016	99,569	102,120	105,184	108,340	
11		104,282	107,262	110,242	113,222	116,202	119,181	122,756	126,439	

25/26		3%								
Job Level			1	2	3	4	5	6	7	
1			43,184	44,625	46,065	47,504	48,944	50,412	51,924	
2			45,329	46,841	48,352	49,863	51,374	52,915	54,503	
3			47,852	49,447	51,043	52,637	54,234	55,861	57,537	
4			50,899	52,597	54,292	55,989	57,688	59,418	61,201	
5			54,609	56,431	58,250	60,071	61,892	63,749	65,662	
6			59,171	61,144	63,118	65,090	67,063	69,074	71,147	
7			64,838	67,000	69,162	71,324	73,485	75,690	77,960	
8			73,406	75,445	77,482	79,523	81,562	84,009	86,529	
9			82,671	84,968	87,263	89,559	91,857	94,612	97,451	
10			94,668	97,297	99,926	102,556	105,184	108,340	111,590	
11			110,480	113,550	116,619	119,688	122,756	126,439	130,232	

26/27

3%

Job Level			1	2	3	4	5	6	7
1			44,479	45,964	47,447	48,930	50,412	51,924	53,482
2			46,688	48,246	49,803	51,359	52,915	54,503	56,138
3			49,288	50,931	52,574	54,216	55,861	57,537	59,263
4			52,426	54,175	55,921	57,669	59,418	61,201	63,037
5			56,247	58,124	59,998	61,874	63,749	65,662	67,632
6			60,946	62,979	65,011	67,043	69,074	71,147	73,281
7			66,783	69,010	71,237	73,464	75,690	77,960	80,299
8			75,608	77,708	79,807	81,908	84,009	86,529	89,125
9			85,152	87,517	89,881	92,246	94,612	97,451	100,374
10			97,508	100,216	102,924	105,632	108,340	111,590	114,937
11			113,795	116,956	120,117	123,279	126,439	130,232	134,139

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## **Appendix “B” – Benefits Coverage**

### Extended Health Care Plan for Full Time Continuing Employees

The following table provides a summary of the medical coverage provided for a Full Time Continuing Employee and their family through the Employer’s Benefits Plan. The medical benefit has been designed to work in conjunction with the HSA (described below).

BENEFIT	COVERAGE
Hospital	100% coverage of the cost of a semi-private room \$175 daily maximum
Prescription Drugs (includes drug card)	90% coverage for drugs on formulary 80% coverage for other drugs requiring a Rx \$8 dispensing fee cap
Vision	100% coverage; \$400 every 2 years
Hearing Aids	100% coverage; \$600 every 2 years
Licensed Paramedical Practitioners massage therapist Speech therapist, Physiotherapist, Naturopath, Acupuncturist, Osteopath, Chiropractor, Podiatrist, chiropracist	80% up to \$700 per year per paramedical practitioner listed.
Licensed Mental Health Practitioners Psychologist or psychotherapist or social worker or clinical counselor or marriage and family therapist.	80% up to a combined total of \$5,600 per year.
Private Duty Nursing	80% up to \$10,000 per year
Other Medical Services & Supplies	80% coverage of reasonable and customary expenses
Out-of-Country Emergency	100% coverage of reasonable and customary expenses



## Dental Plan

The following table provides a summary of the dental coverage available to an Employee and their family through the Employer's Benefits Plan. Like the medical benefit, dental coverage has been designed to work in conjunction with the HSA (described below).

BENEFIT	COVERAGE
Preventive and Basic (includes oral exams, x-rays, polishing, scaling, fillings, endodontics, periodontics)	80% coverage
Major (includes crowns, bridges, dentures, inlays/onlays)	50% coverage
Annual Maximum	\$1,200 for Preventive/Basic and Major combined
Children's Orthodontia	50% coverage \$1,500 lifetime maximum per child
Dental Fee Guide	Current
Recall Exams	Every 9 months

## Health Spending Account (HSA) for Full Time Continuing Employees

<u>January 1, 2024</u>	<u>January 1, 2025</u>	<u>January 1, 2026</u>	<u>January 1, 2027</u>
<u>\$1,300</u>	<u>\$1,300</u>	<u>\$1,300</u>	<u>\$1,300</u>

Each January 1, the Employer shall deposit an amount in accordance with the table above into a Health Spending Account (HSA) in the Employee's name. The Employer shall provide credits equal to 2% of pensionable earnings that may be directed to the Pension Plan or to the HSA in increments of 0.5%. Through the HSA, an Employee can pay for eligible health care expenses not fully covered by the University of Ontario Institute of Technology Benefits Plan.

The benefit of using the HSA to pay for health care expenses is that, by doing so, Employees use before-tax contributions from the Employer, rather than their own after-

tax income. The money the Employer deposits in an Employee's HSA is not subject to federal or provincial taxes. The HSA also provides reimbursement for a broader range of health care services such as prescription sunglasses, laser eye surgery, orthodontia expenses above plan maximums, coinsurance amounts, and prescription drugs not covered under the plan. A list of all eligible HSA expenses are available from Human Resources.

The CRA gives Employees a tax break on this account, but an Employee has two (2) calendar years from the January 1 deposit date, to use any credits deposited in their HSA or it is forfeited.

Disability Benefits for Full Time Continuing Employees

If an Employee is unable to work because of illness or injury, the Employer offers two (2) plans that provide Employees with income protection – the Short-Term Disability plan and the Long-Term Disability plan.

Short-Term Disability (STD) for Full Time Continuing Employees

STD pays a percentage of an Employee's base salary due to illness or injury, for up to fifty-two (52) weeks (one hundred percent (100%) of an Employee's base salary for the first twenty-six (26) weeks, followed by seventy-five percent (75%) of base salary for up to an additional twenty-six (26) weeks subject to meeting the eligibility and/or qualifying criteria under the applicable terms of the Short Term Disability Plan.

Long-Term Disability (LTD) for Full Time Continuing Employees

Once an Employee's fifty-two (52) weeks of STD benefits have finished, they may qualify for LTD coverage that provides them with income protection for the duration of their disability. Since Employees pay for this coverage any benefits received from the plan are tax free. The formula below is designed to provide eighty-five percent (85%) of an Employee's pre-disability net income (up to a maximum benefit of \$8,000/month).

$$\begin{array}{rcl} 66.67\% \text{ of the first } \$27,000 & + & 58\% \text{ of the next } \$36,000 & + & 46\% \text{ of the balance} \\ \text{of base salary} & & \text{of base salary} & & \text{of base salary} \end{array}$$

Life Insurance for Full Time Continuing Employees

The Benefits Plan offers several types of insurance for an Employee, their spouse and/or child(ren). If an Employee chooses employee and/or spouse's optional life insurance coverage, the Employee may be required, by the Insurance Carrier, to provide evidence of insurability.

a) Employee Basic Life Insurance

Through the basic life insurance benefits, an Employee automatically receives coverage equivalent to:

- One times the Employee's base salary

The coverage is one hundred percent (100%) paid for by the Employer. The maximum basic life insurance benefit is two hundred and fifty thousand dollars (\$250,000).

b) Employee Optional Life Insurance

In addition to the basic life insurance provided by the Employer, an Employee can purchase additional life insurance coverage for themselves that they pay for through payroll deductions. The optional coverage available is:

- up to seven hundred and fifty thousand dollars (\$750,000) of Employee optional life insurance coverage in units of ten thousand dollars (\$10,000).

c) Spouse and Child(ren)'s Optional Life Insurance

An Employee can purchase life insurance coverage for their spouse and/or dependent child(ren). The Employee pays for the cost of this coverage through payroll deductions. The optional spouse's and child(ren)'s coverage available is:

- up to five hundred thousand dollars (\$500,000) of spouse's optional life insurance coverage in units of ten thousand dollars (\$10,000).
- up to fifteen thousand dollars (\$15,000) of children's optional life insurance coverage in units of five thousand dollars (\$5,000).

Accidental Death and Dismemberment (AD&D) for Full Time Continuing Employees

AD&D Insurance provides coverage should an Employee or a covered dependent die or become seriously injured as the result of an accident. Through the Benefits Plan, Employees have access to AD&D for themselves, their spouse and/or dependent child(ren).

a) Employee Basic AD&D Insurance

Through the basic AD&D insurance benefit, an Employee automatically receives coverage equivalent to:

- one times the Employee's base salary.

The coverage is one hundred percent (100%) paid for by the Employer. The maximum basic AD&D insurance benefit is two hundred and fifty thousand dollars (\$250,000).

b) Employee Optional AD&D Insurance

In addition to the basic AD&D insurance benefit, an Employee can purchase additional AD&D insurance coverage for themselves that they pay for through payroll deductions. The optional coverage available is:

- up to five hundred thousand dollars (\$500,000) of Employee optional AD&D insurance coverage in units of ten thousand dollars (\$10,000).

c) Spouse and Child(ren)'s Optional AD&D Insurance

If an Employee decides to purchase AD&D insurance coverage for their spouse and/or dependent child(ren), the Employee would pay for the cost of this coverage through payroll deductions. The optional spouse's and child(ren)'s coverage available is:

- up to two hundred and fifty thousand dollars (\$250,000) of spouse's optional AD&D insurance coverage in units of ten thousand dollars (\$10,000).
- up to twenty-five thousand dollars (\$25,000) of children's optional AD&D insurance coverage in units of five thousand dollars (\$5,000).

University of Ontario Institute of Technology Defined Contribution Pension Plan (the Pension Plan) for Full Time Continuing and Eligible Limited Term Employees

The Pension Plan is a defined contribution plan where the Employee and the Employer work together to help build an Employee's retirement savings.

How the Plan Works

Contributions by The University of Ontario Institute of Technology

Under the Pension Plan, there are two (2) components to the Employer's contribution:

- 1) A basic contribution of seven and a half percent (7.5%) of the Employee's pensionable earnings, and
- 2) A supplemental contribution of two percent (2%) of an Employee's pensionable earnings.

Through the supplemental component of the University's contribution, each year an Employee shall have the flexibility to decide how to direct part or all of the Employer's two percent (2%) supplemental contribution (in 0.5% increments) to either the Pension Plan or as credits to the HSA. The Employer's contributions to the Pension Plan are immediately vested in the Employee (i.e. an Employee immediately owns these contributions). The Employee contributions are immediately vested as well.

Under the *Income Tax Act*, there is a limit on combined Employee and Employer contributions to the Pension Plan (\$30, 780 in 2023). This limit shall change annually and further information is available through Human Resources. Any Employer contributions in excess of this limit will be directed to a notional account known as the University’s Supplemental Retirement Arrangement.

Contributions by the Employee

In addition to the Employer’s contribution, each year a Full Time Continuing or eligible Limited Term Employee shall be required to make a contribution of three and a half percent (3.5%) of their pensionable earnings to the plan. An Employee may also decide to make voluntary contributions to the plan of up to five percent (5%) of their pensionable earnings, in one percent (1%) increments .

Basic Pension Plan Contribution		Supplemental Pension Plan Contribution		Required Employee Contribution		Voluntary Employee Contribution		Total
7.5%	+	0% to 2% (as elected by the Employee)	+	3.5%	+	0% to 5% (as elected by the Employee)	=	11% to 18%

Investing Contributions to the Pension Plan

An Employee decides how their contributions and the Employer’s contributions are invested by selecting from a list of investment funds offered in the Pension Plan. Sun Life Financial is the administrator of the Pension Plan and shall register and track an Employee’s investment choices.

Receiving Your Pension

When an Employee retires or leaves the University of Ontario Institute of Technology, they shall be able to transfer their account balance from the Pension Plan to a locked-in retirement account or use their balance to purchase an annuity. Any voluntary contributions an Employee has made to the Pension Plan are not “locked-in” and can be withdrawn in cash, subject to the applicable taxes, or transferred to a non-locked-in registered investment vehicle in which case taxes are not withheld.

In the event of the death of an Employee prior to retirement, the balance of the Pension Plan shall be paid to their spouse, where there is a spouse, or where there is no spouse to the beneficiary designated by the Employee, or to their estate if no beneficiary is designated.

## **Appendix “C” List of Arbitrators**

The Employer and the Union have agreed to a mutually satisfactory list of arbitrators:

William Kaplan

Kevin Burkett

Paula Knopf

Lyle Kanee

Elizabeth McIntyre

Michele Flaherty

Dale Hewat

Eli Gedalof

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## **Letter of Understanding #1 - Job Evaluation**

Whereas the Employer currently has a Job Evaluation system in place with a commitment to update job evaluation process documents where necessary, the Parties agree to the following:

1. Upon request, Employees shall have access to the job information questionnaire and factor scores used for the purpose of evaluating their position;
2. If requests for reconsideration or substantive change are denied at any stage of the process a rationale shall be provided to the Employee.
3. A Joint Job Evaluation Committee (JJEC) shall be maintained to evaluate the classification of positions in the Bargaining Unit. Members of the JJEC in consultation with their Manager shall be entitled to make reasonable adjustments of their normal duties to attend meetings.

The Joint Job Evaluation Committee shall consist of six (6) representatives. The committee shall consist of two (2) Full Time Continuing Employees appointed by the Union, two (2) Manager of OPSEU Employees as appointed by the Employer, and two (2) representatives appointed by the Employer. The Chair of the Committee shall be one of the appointed Employer representatives who will not vote. Committee membership shall consist of a staggered two year term for all JJEC.

In house training shall be provided for all JJEC members.

All Committee decisions shall be by consensus. If consensus cannot be reached decisions shall be made based on majority vote. Two (2) Union representatives plus two (2) Employer representatives are required for quorum.

This Committee shall be scheduled to meet on a regular basis, the meeting being cancelled in the absence of any evaluations to be processed.

4. In order to avoid lengthy delays in job posting, a representative from Human Resources shall evaluate new positions prior to posting where necessary. Human Resources shall normally render the provisional rating within five (5) Days from receipt of the completed Job Description to the Human Resources department.
5. The Employer retains full and unfettered right to create new positions, change or adjust, to whatever extent necessary to satisfy the exigencies of the institution, the scope, duties and responsibilities of any position at any time. Any such decision made by the Employer requires the following process to be administered:
  - a) Where the Employer has determined that an existing position will be changed or adjusted, to whatever extent necessary, the Employer shall provide the Union with written notice not less than ten (10) Days prior to a position going to the JJEC for re-evaluation. To which OPSEU will respond

to this notice in writing to the Employer within five (5) Days of receiving written notice. The written notice will include the following:

- i) Rationale for the changes and/or adjustments to the existing position
- ii) List of changes to the existing position's job description, including but not limited to direct reporting relationship, position title, and responsibilities that have been added, expanded, reduced or eliminated.
- iii) For clarity, the redistribution of tasks, assignments, portfolios already contained in the job description would not apply to this process.
- iv) Changes to the existing list of qualifications that the Employer has determined are necessary for an individual to be considered minimally qualified to perform the work.
- v) The scheduled date of implementation.

The Manager shall inform the effected Employee regarding the change or adjustment to a position within ten (10) Days of the JJEC meeting.

Normal changes or adjustments to a position shall take effect within ten (10) Days of the Employee being notified, unless restructuring efforts establish timelines that would indicate an alternate start date which is more appropriate given the circumstances. Alternate timelines shall be communicated to the Union with the notice of re-evaluation.

- b) Notwithstanding subsection a) i) above, the Employer shall administer the process pursuant to Article 22 and Article 23 where any changes or adjustments being made to existing positions results in the layoff of any incumbent(s).
6. Should any changes be made to the system and or process documents the Employer will consult the Union prior to implementation.



## **Letter of Understanding # 2 - Durham College Seniority**

The Parties agree to recognize the below listed Employees Seniority date from their date of hire with Durham College:

<u>Employee Name</u>	<u>Durham College Date of Hire</u>
Abdel Aal, Hesham	March 18, 2004
Bramham, Matthew	August 20, 2007
Caddies, Allison	October 6, 2008
Duke, Debbie	September 13, 2004
Dumratt, John	April 3, 2003
Gibbons, Jake	April 16, 2007
Kingston, Laurie	February 24, 2008
Kirkham, Robyn	October 1, 2008
Loisel, Lee	August 16, 2010
Lusted, Cory	January 10, 2005
Areekkal, Likhith Mele	December 6, 2004
Prasad, Mike	August 3, 2004
Pritchard, Lisa	August 25, 2008
Reddy, Fiona	December 18, 2006
Regehr, Rebecca	August 1, 2004

### **Letter of Understanding #3 - Essential Workers**

In the event of a strike or lockout the Parties agree that essential services in the following areas shall continue for the duration of the strike or lockout:

- Biosafety and Radiation Safety Officer;
- Animal Care

For the duration of the labour dispute, these employees will perform only the duties of their OPSEU positions as defined by the Parties prior to a labour dispute.

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## **Letter of Understanding #4 - Alternative Work Arrangements**

The University agrees to continue to develop alternate work arrangements, including the current Flexible Workspace program, compressed work week, while meeting the needs of the various Units in which they serve.

The University will meet on a semi-annual basis with the Union to review the program, review the benefits and any future modifications.

Temporary changes to Employee's work arrangements shall be communicated, where possible, in accordance with Article 16.01.

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## **Letter of Understanding #5 - Bill 124**

The Parties acknowledge that the decision of the Ontario Court of Appeal in Ontario English Catholic Teachers Association v. Ontario (Attorney General) dated February 12, 2024, prompted the decision of the Government of Ontario on February 23, 2024, to repeal Bill 124 in its entirety through an Order in Council.

This Collective Agreement is without prejudice and precedent to any future or prospective financial remedy awarded by the courts respecting the decision of the Ontario Court of Appeal.

Should there be any financial remedy awarded by the court, or any other monies available, or given to the University deemed reparations for Bill 124, the Parties agree to meet and resolve issues that may arise.

Where mutual agreement between OPSEU and the University cannot be reached, either Party may elect arbitration.

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