

COLLECTIVE AGREEMENT

BETWEEN:

**UNIVERSITY STUDENTS' COUNCIL OF
THE UNIVERSITY OF WESTERN ONTARIO**

(Hereinafter referred to as the "Employer")



AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2820**

(Hereinafter referred to as the "Union")

CUPE·SCFP | Canadian Union of Public Employees
Syndicat canadien de la fonction publique

JUNE 1, 2025 – MAY 31, 2028

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PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- 1) to maintain harmonious relations and to settle conditions of employment between the Employer and Employees; and
- 2) that methods of bargaining and all matters pertaining to the working conditions of Employees be drawn up in an agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - DEFINITIONS & INTERPRETATION

1.01 Definitions

- 1) "**Employee**" means an Employee of the Employer within a Bargaining Unit position covered by this Agreement;
- 2) "**Employer**" means University Students' Council (USC) of the University of Western Ontario (UWO).
- 3) "**Union**" means the Canadian Union of Public Employees (CUPE) and Its Local 2820.
- 4) "**Spouse**" whenever referenced in this Agreement includes same-sex partner, common law partner, or a person with whom the Employee has cohabited in a domestic partnership; and,
- 5) Other terms are defined in the context in which they appear and shall have the meanings therein indicated.
- 6) New classifications: regarding any newly established classification which, in the opinion of either party, should be included or excluded from the Bargaining Unit, the question as to its inclusion or exclusion shall be determined by mutual agreement or failing agreement, be referenced to the Grievance Procedure.

ARTICLE 2 - APPLICATION

2.01 Employee Types

This Agreement applies to all Full-time Regular Employees and Temporary Employees of the Employer.

- 1) "Full-time Regular Employee" means a person who is employed in an established full-time position on a continuing basis for not more than thirty-five (35) hours per week and not less than twenty-five (25) hours per week,

and,

- 2) "Temporary Employee" means a person who is employed in an established Bargaining Unit position to temporarily replace the current Full-time Regular Employee.

2.02 This Agreement does not apply to the following individuals and Employees:

- 1) Persons in the position of Manager, above the rank of Manager, Employees employed in the Human Resources (HR) Department and working in a confidential capacity for matters relating to labour relations or confidential corporate budget deliberations or unless specifically indicated otherwise by the terms of this Agreement;
- 2) Those employed on government grants; and,
- 3) Student volunteers, students that receive set honoraria and students hired in an Internship position.
- 4) Student Internship positions shall be for the purpose of instruction. These positions may be created to perform Bargaining Unit work but only when their assignment is in addition to the member of the Bargaining Unit, in the classification to which the work normally belongs. An individual student's internship shall not exceed one (1) year in duration.
- 5) Part-time Employees.
 - i. "Part-time Employee" means a person regularly employed for not more than twenty-four (24) hours per week averaged over thirteen (13) consecutive weeks. The Employer shall notify the Union, in writing, on the fifteenth (15th) day and the last day of each month, the hours worked by all part-time Employees. The USC Associate Vice Presidents meet the definition of a part-time employee.
 - ii. In the event that a part-time position averages more than twenty-four (24) hours per week in two (2) consecutive thirteen (13) week periods, the position shall, within eight (8) weeks be posted as a Full-time Regular Employee position. Said thirteen (13) week periods shall be defined as: January, February, March; April, May, June; July, August, September; and October, November, December.

2.03 Work of Employees

Persons whose jobs are not in the Bargaining Unit shall not work in any Bargaining Unit positions, except for the purposes of instruction, experimenting, short-term illness/absence, when Employees are not available, unforeseen incidental duties, and managerial Employees performing normal duties in addition to supervision. Student volunteers, however, shall be permitted to perform in positions similar to positions in the bargaining unit. No Employee shall be laid off or no bargaining unit reduction shall occur, as direct or indirect result of the above.

ARTICLE 3 - UNION RECOGNITION

- 3.01** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for its Employees. Any agreement reached in principle through consultations or otherwise shall be reduced to writing and nothing that amends the terms in this Collective Agreement can be changed, without the Union membership's approval.
- 3.02** **No Other Agreements**
No Employee shall be required, or permitted, to make any written or verbal agreement with the Employer or its representative, which may conflict with the terms of this Agreement.
- 3.03** The Union shall have the right to the assistance of the Representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. The Parties agree that the National Representative of CUPE shall be present during negotiations and shall be the lead negotiator.

ARTICLE 4 - NO DISCRIMINATION BY EITHER PARTY

- 4.01** Both parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, pay rates, training, upgrading, promotions, transfers, layoff, recall, discipline, discharge, or in any matter of Union activities or Union-initiated activities, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation or activity, sexual or marital status, place of residence, sexual preference, and not by reason of their membership or non-membership in the Union.
- 4.02** Notwithstanding Article 4.01, no Employee shall participate in any Employer facilitated campaign or election-related activity except to vote where eligible.
- 4.03** Notwithstanding Article 4.01, any Employee whose job description includes making representation to third persons external to the Employer, shall be familiar with the stated policy of the Employer and said representations shall not conflict with said policy. The Employer shall provide a copy of such policy to the Union and shall ensure that a copy is made available to all Employees.

ARTICLE 5 - UNION SECURITY & CHECK-OFF OF UNION DUES

5.01 **Check-Off Payments**

The Union shall provide the Employer, in writing, the amount of regular union dues, initiations or assessments levied for such period. The Union shall provide the Employer with the amount to be deducted by December thirty-first (31st) of each year.

5.02 Deductions

The Employer shall deduct regular union dues from each Employee's pay semi-monthly. The amounts deducted shall be forwarded to the Secretary-Treasurer of the Union's National Office no later than the fifteenth (15th) day of the month following deduction, accompanied by a list of the names and addresses of each Employee from whom pay deductions were made.

5.03 Dues Receipts

The Employer shall include the amount of regular union dues paid by each Employee in the previous year in the Employee's Income Tax (T4) slip.

ARTICLE 6 - NEW EMPLOYEES

6.01 Probation of New Employees

New Employees shall be placed on probation for a period of ninety (90) days from the date of hiring. The Chief Operating Officer may extend an Employee's probationary period for an additional thirty (30) days where the Employer believes it has not had sufficient opportunity to assess the Employee's ability to satisfactorily perform their job function. The Union shall be notified, in writing, prior to a probationary period of an Employee being extended. Employees are not eligible for any benefits until the successful completion of their probationary period.

6.02 The Employer agrees to inform new Employees that a Union exists, and to acquaint them with the conditions of employment set out in Article 5, Union Security and Check-Off of Union Dues.

6.03 New Employees shall be given a copy of their job descriptions within the first (1st) week of employment.

6.04 On commencing employment, the Employee's immediate Supervisor shall introduce the new Employee to their Union Steward or Representative.

6.05 New Employees shall be given a copy of this Agreement when employed.

6.06 Interviewing Opportunity

A representative of the Union shall be given an opportunity to meet with each new Employee within regular work hours and without loss of pay for a maximum of thirty (30) minutes at the end of the Employee's probationary period for the purpose of discussing with the Employee the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 7 - FUNCTIONS OF THE EMPLOYER

- 7.01** The Union recognizes that the management and direction of the working forces are fixed exclusively by the Employer and shall remain solely with the Employer except as specifically limited by this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- 1) maintain order, discipline and efficiency;
 - 2) hire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline Employees, provided that if an Employee claims they have been discharged or disciplined without cause, or improperly laid off or recalled, a grievance may be filed and dealt with in accordance with the Grievance Procedure;
 - 3) determine the machinery and equipment to be used, the methods and techniques of work and number of personnel to be employed; and,
 - 4) establish, enforce and alter, from time to time, the rules and regulations to be observed by the Employees. The Employer will provide all Employees with a current copy of such rules and regulations.
- 7.02** The Union agrees that the Employer has the exclusive right and power to study or introduce new or improved production methods or facilities. The Union agrees to cooperate with the Employer in the installation of any such methods and in the education of Employees of the necessity for such changes and improvements.
- 7.03** The Employer retains all rights not otherwise specifically covered in this Agreement, provided that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the Grievance Procedure provided for herein.

ARTICLE 8 - LABOUR MANAGEMENT RELATIONS

8.01 Representation

No Employee shall undertake to represent the Union at meetings with the Employer without written authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its representatives. Similarly, the Employer will, if requested, supply the Union with the name of its representatives with whom the Union may be required to transact business.

8.02 Collective Agreement Negotiation Committee

At the time of each Agreement renewal date, the Employer and the Union will appoint representatives to a Collective Agreement Negotiation Committee. The Labour Management Relations Committee may request that this Committee

provide interpretation of this Agreement as a result of discussion held during negotiations to further the work of the Labour Management Relations Committee.

1) **Assistance in Negotiation**

Both parties shall reserve the right to have assistance, at their own expense, when dealing or negotiating with each other.

8.03 Labour Management Relations Committee

The Employer and the Union recognize that consultation and communication on matters of mutual interest pertaining to and outside of the terms of this Agreement promote constructive and harmonious relations. To this end, both parties agree to form a Labour Management Relations Committee as a consultative body.

- 1) The Committee has no responsibility for individual personnel matters such as may become the subject matter of a grievance.
- 2) The Committee has no decision making authority on behalf of either party except as is agreed to by both parties in writing.
- 3) The Committee will be co-chaired by a representative of the Employer and of the Bargaining Unit. Each respective group will appoint a Co-chair and up to two (2) additional members to the Committee. The Co-chairs will rotate as Chair on a quarterly (1/4) basis commencing with the Employer's Co-chair in the first (1st) quarter of the calendar year. The Employer will provide a Secretary to record minutes of the meetings.
- 4) The Committee will concern itself with matters of the following general nature:
 - i. constructive comments on operations with a view to improved service and increased efficiency;
 - ii. quality of work-life issues;
 - iii. safety issues as identified by a separate Health and Safety Committee;
 - iv. organizational and technological change; and,
 - v. training and professional development/enrichment.
- 5) The Committee will meet at least quarterly (1/4), but not more often than monthly, at the call of the Chair. The Chair may call an extraordinary meeting on seven (7) days' notice at the specific request of either party over an item of immediate concern.
- 6) Minutes of each meeting will be prepared and signed by the Co-chairs as soon as is practical. In any case, minutes will be distributed to all committee members not later than fourteen (14) days after each respective meeting.

8.04 Provision of Information

The Employer shall make available to the Union, upon written request and within a period mutually agreed to by the parties, information pertaining to Employees that is necessary for the collective bargaining process and/or the administration of this Agreement, provided that such information does not violate a confidence and is not reasonably attainable through the Union's own resources. The Union shall provide the Employer with reasonable access to any information available to it that may be relevant to negotiations.

8.05 Conditions of Employment

Any policy changes dealing with matters which affect the conditions of employment (job position/working environment) within the Bargaining Unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to respond to managerial Employees.

8.06 Copies of all motions, resolutions, by-laws, rules and regulations adopted by the Employer, which affect the conditions of employment within the Bargaining Unit, are to be forwarded to the Union.

8.07 Union Meetings

The Employer will permit the use of its premises for the purpose of Union meetings of Local 2820 without cost to the Union.

8.08 Work Site Access

Designated Union representatives will be given access to meet with employees covered by this Collective Agreement during non-working times of the day.

8.09 Information Related to Legislative Disclosure

The Employer will provide information to the Union that will assist it to fulfill any legislative disclosure requirements. The information will be provided in writing within ten (10) working days of the Union requesting any such information.

ARTICLE 9 - STRIKES & LOCKOUTS

9.01 There shall be no strike or lockout during the term of this Agreement.

9.02 Crossing of Picket Lines During Strike

An Employee shall have the right to refuse to cross a legal picket line arising out of a labour dispute involving the Union. Failure to cross such a picket line by an Employee shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

9.03 In the event of strikes, lockouts or other similar problems involving suppliers of goods or services, the Employer and the Union agree to meet and discuss such situation as it involves the parties, and to endeavour to resolve such problems in the best interest of the Employer, the Union and the Employees to the best of the

abilities of the parties.

- 9.04** Members have the right to decline to perform any duties of striking or locked out employees of the Employer during a legal strike by another Bargaining Unit of employees of the Employer or during any lockout of another Bargaining Unit by the Employer.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Definitions of Grievances

- 1) A Personal Grievance is an allegation made by an Employee that the specific terms of this Agreement have been violated or that the Employer has arbitrarily or unreasonably exercised a function outlined in Article 7, insofar as the Employee considers that they have been personally treated unjustly. Where more than one (1) Employee is making the same allegation, a grievance naming all affected Employees will be submitted.
- 2) A Policy Grievance arises when the Employer and the Union do not agree on the general application or interpretation of this Agreement. It is understood that the provisions of a Policy Grievance may not be used by the Union to institute a grievance directly affecting an Employee where such Employee has the right themselves to initiate a Personal Grievance.

10.02 Right of Representation

At any stage of the Grievance Procedure an Employee has the right to up to two (2) Union representatives. It is understood that any meeting with managerial Employees at steps in the Grievance Procedure shall be regarded as paid work time.

10.03 Permission to Leave Work

The parties agree that an Employee involved in a grievance will not leave their employment duties without first obtaining permission from their Supervisor to leave work. Permission shall not be unreasonably withheld. Absence from work shall commence at a mutually acceptable time with no loss in pay.

10.04 Steps in Processing a Personal Grievance

An earnest effort shall be made to resolve a Personal Grievance fairly, promptly and in a timely manner through the following steps:

Informal Complaint Stage: The Employee will discuss the complaint with their immediate Supervisor. The Supervisor will attempt to resolve the complaint within five (5) workdays. If it is not within the Supervisor's job function to settle complaints, the Supervisor will refer the matter to the Senior Manager, People and Development.

Step 1: Failing resolution of the complaint within five (5) workdays, a grievance may be submitted in writing by the Union, to the Employee's immediate Supervisor. The Supervisor will investigate the grievance and provide a written report to the Union and Employee within five (5) workdays. A copy of the report will be submitted to the Senior Manager, People and Development. If for reasons beyond the Supervisor's control, a written report cannot be provided within the five (5) workdays, the Supervisor will notify the Human Resources Manager.

Step 2: Failing resolution of the grievance at Step 1 for any reason, the Union may forward the grievance particulars in writing to the Senior Manager, People and Development within five (5) workdays of such failure. The Senior Manager, People and Development will investigate the grievance and schedule a meeting of the parties to discuss. The Employer shall provide a written report to the Employee within five (5) workdays of the meeting above. If for reasons beyond the Senior Manager, People and Development's control, a written report cannot be provided within five (5) workdays, the Senior Manager, People and Development will so notify the Chief Operating Officer.

Step 3: Failing resolution of the grievance at Step 2 for any reason, the Union may forward the grievance particulars in writing to the Chief Operating Officer within five (5) workdays of such failure. The Chief Operating Officer will investigate the grievance and schedule a meeting of the parties to discuss. The Employer shall provide a written report to the Union within ten (10) workdays of the meeting.

Step 4: Failing resolution of the grievance at Step 3, the Union may, refer the grievance to Arbitration, within twenty (20) working days of receiving the Chief Operating Officer's written report.

10.05 Policy Grievance

Where a Policy Grievance arises, Steps 1 and 2 of the "Steps in Processing a Personal Grievance" may be bypassed. Any Policy Grievance by the Employer or the Union shall be commenced within five (5) workdays after the circumstances giving rise to the Policy Grievance have occurred.

10.06 If the Employer files a grievance, the grievance must be filed with the Union's National Representative. Failing resolution through the Union's National Representative, the Employer may refer the grievance to Arbitration within twenty (20) working days of receiving the National Representative's decision.

10.07 Facilities for Grievances

The Employer shall supply the necessary facilities for any grievance meetings.

10.08 Supplementary Agreements

Supplementary agreements signed by both parties, if any, shall form part of this Agreement and are subject to the Grievance Procedure and the Arbitration procedure.

10.09 If a grievance is abandoned and the matter or issue giving rise to the grievance is still occurring, then there may be recourse to file a new grievance.

10.10 Witnesses

At any stage of the Grievance Procedure, the parties may have the assistance of any witnesses, including any Employees involved in the grievance.

ARTICLE 11 - ARBITRATION

11.01 Request for Arbitration

When either party requests that a grievance be submitted to Arbitration, the party making the request shall notify the other party of its desire to submit the grievance to Arbitration.

11.02 Appointment of Arbitrator

The parties shall agree on a single Arbitrator to preside over the matter. Where the parties cannot agree on a single Arbitrator within ten (10) workdays of the request for Arbitration being received, the appointment shall be made by the Minister of Labour upon the request of either party.

- 1) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or resolve the grievance.

11.03 Authority of the Arbitrator

The Arbitrator shall not have jurisdiction to alter, modify, amend, add or delete any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

11.04 Arbitrator's Procedure

The Arbitrator may determine their own procedure but shall give full opportunity to all parties to present evidence and to make representation to it. The Arbitrator shall hear the grievance and render a decision within ten (10) days from the time they were appointed.

11.05 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding on all parties.

11.06 Disagreement on Decision

Where the parties interpret the decision differently, either party may request that the Arbitrator provides further explanation of their decision.

11.07 Expenses of the Arbitrator

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

11.08 Amending Time Limits

The time limits fixed in both the Grievance Procedure and the Arbitration Procedure may be extended by written consent of the parties to this Agreement. Such consent shall not be unreasonably withheld.

11.09 Witnesses

At any stage of the Arbitration Procedure, the parties may have the assistance of any witnesses, including any Employees involved in the grievance.

11.10 Access to Premises

Reasonable arrangements will be made to permit the Union access to the Employer's premises to view any working conditions relevant to the issues raised in the grievance.

ARTICLE 12 - DISCIPLINE, SUSPENSION, & DISCHARGE

12.01 Principle of Innocence

The Employer shall not discipline, suspend or discharge any Employee, other than for just cause. The burden of proving 'just cause' rests with the Employer.

12.02 Warnings

Where the Employer or its authorized agent censures an Employee, and indicates that dismissal may result from any further infraction or may follow if such Employee fails to bring their performance up to a required standard by a given date, the Employer shall, within five (5) days of the censure, provide written particulars of the censure to the Secretary of the Union with a copy to the Employee. The Employee shall be entitled to Union representation at any meeting with the Employer pertaining to such censure.

12.03 Adverse Report

Prior to placing any letters detailing censure, reprimand, or criticism in an Employee's personnel file, the Employer must provide the Employee with an opportunity to read and initial the letter. Further, the Employee shall be provided with a copy of the initialed letter. Where the Employee alleges that an error or distortion of fact exists, the Employee shall have the right to add material pertinent to the alleged distortion or error. In the event that an error is proven to exist, the file shall be corrected and/or any erroneous material shall be removed. Any letters referenced above that are at least twenty-four (24) months old, shall not be

considered in connection with any disciplinary action or future promotional opportunity. An Employee shall have the right to review their personnel file upon reasonable notice.

12.04 Minutes of Meeting

Any formal meeting between an Employee and their Supervisor, whether to discuss positive or negative aspects of the Employee's performance, may be accompanied by a brief set of minutes. The Employee shall receive a copy, have the opportunity to comment on the minutes and shall sign only to acknowledge receipt of the minutes.

12.05 Copy to Employee

An Employee must be provided with a copy of any document that is to be placed in the Employee's personnel file.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

"Seniority" means the length of service as a full-time Employee of the Employer including temporary or regular service. For all Employees hired after April 2nd, 2013, "seniority" means the length of service as a full-time Employee of the Employer including temporary or regular service provided there has been no break in service of greater than fifteen (15) work weeks. Seniority is relevant when determining priority for promotions, transfers, demotions, layoffs, and recalls. Seniority shall operate on a Bargaining Unit wide basis. Seniority shall be calculated by the Employer in conjunction with the Union.

13.02 Seniority List

The Employer shall maintain a Seniority List showing the date upon which each Employee's service commenced. A current Seniority List shall be sent, to the Union upon request.

13.03 Loss of Seniority

An Employee shall continue to accrue seniority where they are absent from work because of sickness, accident or layoff, or because of a leave of absence as approved by the Employer or unless otherwise indicated in the Collective Agreement. An Employee shall only lose their seniority when:

- a) they are discharged for just cause and are not reinstated through a grievance;
- b) they resign or retire;

- c) they are absent from work for more than three (3) consecutive workdays without sufficient cause or without notifying the Employer, unless failure to notify the Employer is due to circumstances beyond the Employee's reasonable control;
- d) they failed to return to work within fourteen (14) days following proper notice recalling the Employee to work after a layoff period, unless written documentation of illness is provided to the Employer within that fourteen (14) day period. It shall be the responsibility of the Employee to keep the Employer informed of their current address; or
- e) they are laid off for a period in excess of twelve (12) months;
- f) where they are the successful applicant for a non-Bargaining Unit position with the Employer and accept such position in writing.

13.04 Transfers & Seniority Outside of Bargaining Unit

No Employee shall be transferred to a position outside of the Bargaining Unit without their written consent. If an Employee is transferred to a position outside of the Bargaining Unit, they shall retain their seniority acquired at the date of leaving the Bargaining Unit, and will not accumulate any further seniority. Where the Employee provides written notice that they want to return to the Bargaining Unit, the Employer shall make every effort to place the Employee in a position consistent with their seniority.

13.05 Past Experience

The Employer may, at its discretion, accept past experience as a basis for hiring Employees without a probationary period.

ARTICLE 14 - STAFF CHANGES

14.01 Job Postings

When a Bargaining Unit position becomes vacant or a new Bargaining Unit position is created, the Employer shall notify the Union in writing. The Employer shall post the position on a mutually acceptable bulletin board for a minimum of one (1) week to permit Employees to become aware of the position and to make written application thereof. The Union may agree to forgo this Article upon unanimous consent of the Employees. No external advertising shall be made during this period. When a vacancy or new position occurs outside of the Bargaining Unit, the Employer shall notify the Union in writing.

14.02 Information in Postings

Job postings shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, and salary range or rate. Those qualifications may not be established in an arbitrary or discriminatory manner.

14.03 Role of Seniority in Promotions & Transfers

- 1) Both parties recognize:
 - i. the principle of internal promotion; and,
 - ii. the job opportunity should increase with seniority.
- 2) An Employee applicant with the most seniority and possessing the required qualifications shall have priority during staff changes, including transfers and promotions. Appointments from within the Bargaining Unit shall be made within eight (8) weeks of a posting being made, except in the case of anticipatory competitions.

14.04 Trial Period

The successful Employee shall be placed on trial for a period not to exceed thirty (30) workdays. Bi-weekly progress reports shall be provided to the Employee during the trial period by the Employee's Supervisor to assist in the Employee's orientation and training. In the event the successful Employee proves unsatisfactory in the position during the aforementioned trial period, or where the Employee is of the opinion that they are unable to perform the duties required in the position, they shall be returned to their previous position and salary, without a loss of seniority.

14.05 Promotions Requiring Higher Qualifications

An Employee applicant with the most seniority shall be considered for a position that requires higher qualifications or certification, despite the fact that the Employee does not possess the required qualifications or certification, provided the Employee is preparing for qualifications prior to filling the vacancy. The Employee shall be given an opportunity to qualify within a reasonable length of time.

14.06 Disabled & Older Worker Provisions

If an Employee has been incapacitated by injury or compensable occupational disease, or is unable to perform their duties because of advancing years or temporary disablement, every effort will be made to employ the Employee in other work which they can do, without regard to other seniority provisions of this Agreement, except that such Employee may not displace another Employee.

14.07 On the Job Training

Where feasible, the Employer will institute and maintain a system of "on the job" training so that Employees will have the opportunity to qualify for promotions and to expand their job skills.

14.08 Notification

The Bargaining Unit shall be notified of all appointments hiring, layoffs, transfers, recall dates and terminations of Employees.

14.09 Temporary Positions

Positions requiring Temporary Employees shall be posted where the Temporary Employee is required for twelve (12) months or longer.

ARTICLE 15 - LAYOFFS & RECALLS.

15.01 Role of Seniority in Layoffs

Both parties recognize that job security increases in proportion to length of service. In the event of a layoff, Employees shall be laid off in the order of least to most seniority within a department. An Employee who is to be displaced as a result of a layoff, may displace a more junior Employee of the Employer in order to retain employment, provided that they are fully qualified to perform the work required within ninety (90) working days of assuming the new responsibilities. Should the Employee exercising a bump not be able to perform the work within the ninety (90) working days as above, they shall be laid off and the position shall be filled in accordance with the recall process. The ninety (90) working days above may be extended by mutual agreement of the Union and the Employer.

15.02 Recalls

Qualified Employees shall be recalled in order of seniority and the above process shall be reversed only in the event an Employee under Article 15.01 above is unable to perform the work within the ninety (90) working days. A laid off Employee with the requisite qualifications shall be given the opportunity to be recalled for a vacant position, prior to posting the position internally or externally. A recall must be made in writing. A copy of the recall must be provided to the Union.

15.03 Advance Notice of Layoffs

The Employer shall notify an Employee that they are to be laid off at least thirty (30) calendar days before the layoff is to be effective, along with a potential recall date. If the Employee to be laid off has not had the opportunity to work thirty (30) calendar days after receiving the notice of layoff, they shall be paid in lieu of working for that part of the thirty (30) calendar day period during which work was not made available.

15.04 Closures

In the event of a permanent closure of an operation of the Employer, Employees of that operation may claim jobs of Employees in other operations of the Employer in ascending order of seniority of the respective Employees. Such a transfer within the Employer will be contingent on the more senior Employee being fully qualified to perform the new job requirements or gaining such capability within a ninety (90) working day trial period. During the ninety (90) working day trial period, bi-weekly progress reports shall be provided to the Employee by the Employee's Supervisor. Employees transferred under this Article will be paid the established incremental rate for the new position based on their existing seniority. Employees will maintain their previous seniority with the Employer and all benefits will be

maintained in accordance with the existing seniority rate.

15.05 Grievance on Layoffs & Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

15.06 All Employees who change positions as a result of the above Layoff and Displacement Procedure and who are placed into a position for which lower wages are applicable, such Employees shall:

- Continue to receive the wages they were receiving prior to such placement for a three (3) month period, immediately following the effective date of such placement.
- For a subsequent three (3) month period will receive the wage associated with their new position plus fifty percent (50%) of the difference between their new wage and the wage of their previous position.
- After six (6) months they would be paid the wage rate of the new position.

ARTICLE 16 - HOURS OF WORK & OVERTIME

16.01 The standard work week will normally be thirty-five (35) hours.

16.02 Regular work hours will be 8:30 a.m. to 4:30 p.m. or stipulated within an Employee's job description, with one (1) hour for lunch. An Employee's Supervisor or the Chief Operating Officer may make exceptions to this which will be documented in writing.

- 1) Some Employees may have varying work weeks and/or irregular hours, according to the nature of the duties to be performed by the Employee and the requirements of the Employer.

16.03 Overtime

Employees who work more than the standard work week shall be paid time and one-half (1 ½) their normal rate of pay for the first (1st) nine (9) hours of overtime worked and double (2x) their normal rate of pay for anything greater than nine (9) hours worked.

- 1) All overtime must be approved in advance by the Employee's Supervisor, or the Chief Operating Officer as appropriate. Overtime pay will not be received where the necessary approval has not been obtained.
- 2) Overtime shall be offered first to the Employees with the most seniority. If the senior Employees refuse the overtime, then the Employees with the least seniority will be required to work the overtime.

16.04 Beginning the first (1st) Friday in June and continuing for eight (8) consecutive weeks, Employees shall work a four (4) day work week with no reduction in salary. During this period of time, Employees shall be entitled to a one (1) hour lunch break. If the operational situation dictates working on the fifth (5th) day, then the Employee shall not receive overtime pay for the hours of 8:30 a.m. to 4:30 p.m. but shall receive an alternate day off at a time agreed upon by the Employee and their Supervisor. These days shall be taken in the fiscal year in which they occur.

As the USC will be closed for the week of July 1st, Employees shall receive three (3) paid days off during the week in which July 1st falls, in addition to the paid Friday. For clarity, the week of July 1st includes one (1) holiday, three (3) paid days off, and one (1) paid Friday off. Where the July 1st statutory holiday takes place on a Friday, Saturday, or Sunday covered by this provision, the Employee shall receive an alternate day off at a time agreed upon by the Employee and their Supervisor. These days shall be taken in the fiscal year in which they occur. Employees will also be entitled to one (1) floater day each year that is required to be booked and used within the calendar year in which it is awarded.

16.05 It is recognized that certain types of flexible or compressed work schedules may be of benefit to the Employee and the Employer. Upon mutual agreement by the Employee, the Employer, and the Union, such arrangements may be entered into provided that they comply with applicable federal and provincial legislation.

a) In exceptional circumstances an Employee may agree to work hours less than the regular work week (thirty-five (35) hours), therefore this Employee shall receive an hourly rate of pay based on the annual salary for the Bargaining Unit position and all other provisions of the Collective Agreement shall remain in effect.

16.06 a) An Employee who is required to work a shift outside of the regular work hours as defined in Article 16.02 shall be paid in addition to their normal rate a shift premium of one dollar and twenty cents (\$1.20) for each hour worked, but not for absence from work by reason of illness. This work must be approved in advance by the Employer's Manager.

b) In addition to the shift premium referred to in part a), a weekend premium of one and a half times (1 ½) the Employee's normal rate of pay for shifts required outside of the regular work hours as defined in Article 16.02 worked between midnight Friday and midnight Sunday, but not for absence from work by reason of illness.

This work must be approved in advance by the Employee's Manager. The employee may submit hours under the shift premium provision or the overtime provision but not both where it qualifies.

16.07 The Tuesday following Family Day will be recognized as a paid day off unless the operational situation dictates working on the Tuesday following Family Day. The Employee shall not receive overtime pay for their regular scheduled hours and subsequently shall receive an alternate day off at a time agreed upon by the

Employee and their Supervisor. This day shall be taken in the calendar year when it occurs.

ARTICLE 17 - HOLIDAYS

17.01 The Employer shall recognize the following as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

And such other days as recognized by Western University's Board of Governors. USC operations will close during winter school break from the day after the last day of the mid-year examination period until the day that classes resume in January. During this period, Employees will receive their regular salary. Paid holidays and the days during which the Employer's operations are closed for the winter school break are excluded from the calculation of an Employee's probationary period.

In addition, employees shall be provided a floater day each year and where possible employees will endeavor to schedule this day in advance. This day is not eligible to be carried over from year to year.

17.02 If an employee is required to work any of the paid holidays above, they shall receive a premium of one and one-half (1 ½) times their regular wages plus a day off in lieu of the paid holiday, to be taken at a mutually agreed time.

ARTICLE 18 - VACATIONS

18.01 Probationary Employees are not permitted to take vacation. Employees will accrue vacation credits during their probationary period. Upon successful completion of probation, the Employee may use those credits accrued.

18.02 An Employee will earn paid vacation days on the basis of each calendar month or calendar year of service in the following manner:

- 1) During the first twenty-four (24) months of service, the Employee will be entitled to one-twelfth (1/12) of ten (10) days for each calendar month employed, not to exceed ten (10) paid vacation days in any given calendar year;

- 2) Upon completion of twenty-four (24) months of service, the Employee will be entitled to one-twelfth (1/12) of fifteen (15) days for each calendar month worked thereafter, not to exceed fifteen (15) paid vacation days in any given calendar year;
- 3) Upon completion of eight (8) years of service, the Employee will be entitled to one-twelfth (1/12) of twenty (20) days for each calendar month worked thereafter, not to exceed twenty (20) paid vacation days in any given calendar year; and,
- 4) Upon completion of fifteen (15) years of service, the Employee will be entitled to one-twelfth (1/12) of twenty-five (25) days for each calendar month worked thereafter, not to exceed twenty-five (25) paid vacation days in any given calendar year.

18.03 Vacation Pay

In lieu of paid vacation days, vacation pay for Employees earning a commission shall be calculated based on calendar months of service as follows:

- 1) Beginning the calendar month after the Employee completes twelve (12) calendar months of service, the Employee is entitled to four percent (4%) of their earnings;
- 2) Beginning the calendar month after the Employee completed twenty-four (24) calendar months of service, the Employee is entitled to six percent (6%) of their earnings;
- 3) Beginning the calendar month after the Employee completed eight (8) years of service, the Employee is entitled to eight percent (8%) of their earnings; and,
- 4) In the calendar year that an Employee completed twenty (20) years of service, the Employee is entitled to ten percent (10%) of their earnings.

18.04 Vacations shall be scheduled not later than April 30th on the basis of seniority. Any vacation submitted after this date will be granted on a “first come, first served” basis.

18.05 All Employees shall submit their proposed vacation schedule to their immediate Supervisor for summer vacations at least thirty (30) days in advance, subject to mutual agreement.

18.06 An Employee shall be entitled to receive their vacation in an unbroken period or in smaller increments, including single days, unless the operational situation dictates otherwise.

18.07 Employees in departments that are closed for certain periods during the year must take their vacations while that department is normally closed.

18.08 An Employee may carry forward a maximum of five (5) paid vacation days from one (1) calendar year to the next. The Chief Operating Officer may grant greater carry-over under extenuating circumstances.

18.09 Paid Holidays During Vacations

If an Employee's vacation period includes a paid holiday, they shall be entitled to an additional vacation day for each paid holiday included during that period.

18.10 Rate of Vacation Pay

Vacation pay shall be at the Employee's normal rate of pay effective immediately prior to the vacation period.

18.11 Vacation Pay Upon Termination

An Employee terminating their employment at any time shall be entitled to vacation pay in lieu of such vacation credits accumulated to that time.

18.12 Where an Employee qualifies for sick leave or compassionate leave during their vacation, there shall be no deduction from accumulated vacation credits for such an absence. For the purpose of this Article, the sick leave must be for a period exceeding three (3) days and accompanied by medical certification acceptable to the Employer. In the case of compassionate leave, the qualifying situation must be in accordance with Article 20 and is subject to the Employer's approval in advance. The vacation days so displaced shall either be added to the scheduled vacation period or reinstated for use at a later date. This shall be determined by the Employer, having consideration of operational requirements.

18.13 Employees with three (3) weeks of annual vacation entitlement or greater will be eligible to submit a request to receive a payout for up to five (5) days of unused vacation for each calendar year ending December 31st, 2025. This request must be submitted by December 1st of the year in which the vacation was accumulated. All remaining vacation entitlement must be used or planned for in advance of requesting a vacation payout.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 "Illness" means illness, disability or exposure to a disease capable of being quarantined.

19.02 "Sick leave" means the period of time an Employee is permitted to be absent from work due to illness.

19.03 Notification

An Employee is required to notify their Supervisor within one (1) hour after the commencement of their scheduled work hours on the day that the absence occurs. Failure to give such notice without good and sufficient reason will result in the loss of pay for that day.

- 1) For consecutive days of sick leave, an Employee need not notify the Employer every day of an anticipated absence provided that the Employer is expecting said absence.

19.04 Uncertified Sick Leave

"**Uncertified sick leave**" means sick leave for a period of three (3) or less consecutive workdays. Sick leave may be approved on the strength of the Employee's signed declaration that they had an illness. Employees are entitled to seven (7) workdays of uncertified sick leave in any calendar year without having to obtain a medical certificate.

19.05 Certified Sick Leave

If an Employee has an illness for more than three (3) consecutive workdays or requires more than seven (7) workdays of uncertified sick leave in the calendar year, they may be required to produce a medical certificate from a qualified medical practitioner certifying that they have an illness. In the event that the Employer requires a medical certificate and the Employee is required to pay a fee for this certification, the Employer shall reimburse the Employee one hundred percent (100%) of the cost, upon proof of payment. Where an Employee has an illness for more than seven (7) consecutive workdays, they may take advantage of the Employer's group insurance plan.

19.06 Sick leave credits will not accumulate from year to year.

19.07 Sick Leave With Pay

Whenever necessary, in any calendar year, sick leave may be taken on the basis of one and one-quarter (1 1/4) workdays for every full calendar month of service, subject to the provisions above.

- 1) A deduction from credited sick leave shall be made for each workday absent for sick leave.
- 2) After two (2) years of service, Employees will be credited with fifteen (15) paid sick leave days each calendar year.

19.08 The Employer will maintain a group insurance plan for short-term and long-term disability leaves.

19.09 Sick Leave Without Pay

Sick leave without pay shall be granted to Employees who are unable to return to work at the end of twenty-six (26) weeks on the following basis:

<u>Length of Service</u>	<u>Sick Leave Without Pay</u>
Twenty-four (24) months or less	Thirty (30) workdays (within a twelve (12) month period)
Over Twenty-four (24) months	Sixty (60) workdays (within a twelve (12) month period)

- 1) Where an Employee has no more sick leave without pay available, a written request for a leave of absence may be made to the Chief Operating Officer.

19.10 Accrued Sick Leave During Leave of Absence or Layoff

When an Employee is granted a leave of absence without pay or is laid off, they shall not receive sick leave credits for the period of such leave or layoff, but shall retain their accumulated credits, if any, existing at the time of such leave or layoff.

19.11 Illness in Family

Where an Employee is the only available person to care for an immediate family member with an illness, the Employee will be entitled to use credited sick leave for this purpose. The Employee shall notify their Supervisor prior to taking the leave.

ARTICLE 20 - COMPASSIONATE LEAVE & BEREAVEMENT LEAVE

20.01 Compassionate Leave

- 1) An Employee shall be granted up to six (6) regular scheduled workdays leave, as required, without loss of salary, in the case of a serious illness of a parent, spouse, common-law partner, brother, sister, child or grandchild. The HR Department in consultation with the Employee's Supervisor shall determine the length of the leave to be permitted to the Employee, provided that the time set is not less than six (6) scheduled workdays, without the Employee's consent.
- 2) An Employee shall be granted up to three (3) regular scheduled workdays leave per calendar year, as required, without loss of salary in the case of a serious illness of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent in-law, aunt, uncle, niece, nephew, first cousin, and close friend. The HR Department in consultation with the Employee's Supervisor shall determine the length of the leave to be permitted to the Employee, provided that the time set is not less than three (3) scheduled workdays, without the Employee's consent.

20.02 Bereavement Leave

- 1) An Employee will be granted a minimum of six (6) scheduled workdays leave without loss of salary, in the case of a death of a parent, spouse, common-law partner, brother, sister, child or grandchild. The HR Department in consultation with the Employee's Supervisor shall determine the length of the leave to be permitted to the Employee, provided that the time set is not less than six (6) scheduled workdays, without the Employee's consent.
- 2) An Employee shall be granted three (3) scheduled workdays leave without loss of salary, in the case of a death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, aunt, uncle, niece, nephew, first cousin, and close friend or any second-degree relative who has been

residing in the same household. The HR Department in consultation with the Employee's Supervisor shall determine the length of the leave to be permitted to the Employee, provided that the time set is not less than three (3) scheduled workdays, without the Employee's consent.

20.03 Extended Travel

If the Employee must travel over five hundred and thirty-five (535) kilometers one (1) way, in the event of a death or serious illness provided for above, the leave shall be extended to include paid leave for up to three (3) additional workdays, as required, to permit reasonable traveling time.

ARTICLE 21- LEAVE OF ABSENCE

21.01 Leave of Absence Without Pay

An Employee may apply for a leave of absence without pay for personal reasons other than for illness. The Employee must submit a written request, including the reasons for the request, to their Supervisor. The leave of absence is subject to the approval of the General Manager. Approval for a leave of absence shall not be unreasonably withheld.

- 1) Such leave shall not affect seniority entitlement to sick leave credits, which have been accumulated. Sick leave and seniority entitlements will not be accrued during such periods of leave of absence. Employee benefits can be maintained with the normal rate of Employer/Employee contributions, if the Employer and Employee so desire. The Employee shall be reinstated in their former position or job of at least equal position and salary.

21.02 Negotiations, Grievances & Arbitration

Representatives of the Bargaining Unit shall not lose any pay when required to leave their employment temporarily in order to carry on negotiations with the Employer or to deal with a grievance or to participate in Arbitration.

21.03 Paid leave of absence shall be granted, upon request to the Employer, to Employees elected or appointed to represent the Bargaining Unit at Union conventions.

21.04 Leave of Absence for Full-Time Union or Public Duties

- 1) An Employee may request an unpaid leave of absence from the Employer so that the Employee may run in federal, provincial or municipal elections.
- 2) An Employee who is elected or selected for a full-time position with the Union or anybody with which the Bargaining Unit is affiliated, shall be granted an unpaid leave of absence during their term without loss of seniority. Such leave may be extended by the Employer's and the Employee's mutual consent.

21.05 Time Off for Elections

During any federal, provincial or municipal election or referendum, Employees shall be granted time off to ensure a consecutive four (4) hour period during the hours that polls are open. No deduction from an Employee's pay shall be made.

21.06 Paid Jury or Court Witness Leave

It is the intent of the Employer to assist staff in meeting their civic obligations when called as a court witness or for jury duty.

- a) When an Employee is subpoenaed for jury duty or as a witness, there shall be no loss of salary while serving, provided the Employee reports for work when not required. The Employee shall submit money received from the court to the Employer, less travel expenses in accordance with the Employer's travel policy, and shall receive their regular pay in lieu.

21.07 Time Off to Write Examinations

Reasonable leaves of absence with pay and without loss of seniority shall be granted to allow Employees time to write examinations for those courses made available by the Employer and for other courses taken with permission of the Employer.

21.08 Leave for Court Appearance or Pre-trial Incarceration

In the event that an Employee is accused of an offence which requires a court appearance, they shall be entitled to a leave of absence without loss of seniority, benefits and pay for a period of time to be negotiated by the Employee and the Employer in each case. In the event that the Employee is jailed awaiting a court appearance, they shall be entitled to an automatic leave of absence without loss of seniority and benefits, but without pay.

21.09 Returning from Leave of Absence

An Employee on a leave of absence shall notify the Employer in writing not later than three (3) weeks prior to the termination of such leave whether they will be returning. Where proper notice is not received, the Employee shall forfeit employment with the Employer. The Employer shall notify in writing every Employee on a leave of absence of the Employee's responsibility and of the date notice is due.

21.10 Health Care Appointments

An Employee is entitled to a leave of up to eight (8) hours each month for appointments to health care practitioners and such leave can also be used by Employees to take immediate family members, as listed in Article 20.01, to health care practitioners appointments. Any leave taken will be with pay. Special consideration for additional time shall be given for specialist appointments with medical certification. Approval of a leave with pay for specialist appointments will not be unreasonably withheld.

- 1) The Employer recognizes the need for Employees to periodically visit health care practitioners as recognized by the Ontario Health Insurance Plan (OHIP) or the Employer's group dental plan and extended health insurance plan. Wherever possible, Employees will arrange medical and dental appointments at times outside of work hours. When this is not possible, Employees shall arrange such appointments as near as possible to the beginning or end of their workday.
- 2) Employees must inform their immediate Supervisors as far in advance as is possible of any medical or dental appointments made during work hours. An Employee may not be required to reveal the nature of the health care problem.
- 3) Time allotted for leaves of absences for health care appointments is not cumulative.

21.11 Family Medical Leave

An Employee who is taking family medical leave shall provide a copy of the certificate from a qualified health practitioner.

ARTICLE 22 - PREGNANCY & PARENTAL LEAVE

- 22.01** The provisions of this Article shall apply equally to an Employee who adopts a child.
- 22.02** Pregnancy and parental leave is available to Employees who have worked for the Employer for at least thirteen (13) weeks before the expected delivery date.
- 22.03** For Employees with one (1) year or more of seniority, the Employer will supplement Employment Insurance benefits at ninety percent (90%) of the Employee's salary for a period of twenty-four (24) weeks during the pregnancy/standard parental (maximum thirty-five (35) weeks) leave. During the one (1) week waiting period between the commencement of the Employee's pregnancy or parental leave and receipt of Employment Insurance benefits, the Employee will receive ninety percent (90%) of salary. Should an Employee choose to select the extended parental leave (maximum of sixty-one (61) weeks), the supplement above shall be provided at the same total dollar amount spread over a longer period of time.
- 22.04** The Employee is required to give at least two (2) weeks' notice prior to the date of intent to begin pregnancy leave. The notice is to be accompanied by a doctor's certificate verifying pregnancy and the probable delivery date.
- 22.05** The Employee may start pregnancy leave any time during the seventeen (17) weeks before the anticipated delivery date or on the day of birth.
- 22.06** Upon return to work, the Employee is to return to the same position or a comparable position in terms of work setting and responsibility. Regardless of the

position, the Employee must receive the same level of pay as that received prior to taking the leave.

22.07 The Employee is eligible for benefits while on pregnancy and parental leave.

22.08 When the leave has ended, the Employee is required to return to work.

ARTICLE 23 - PAYMENT OF WAGES & ALLOWANCES

23.01 Salaries shall be paid on a semi-monthly basis on the tenth (10th) day and the twenty-fifth (25th) day of each month. On each pay day, each Employee shall be provided with an itemized statement of their pay and deductions.

23.02 Upon giving notice to the Senior Manager, Finance at least fourteen (14) calendar days prior to a scheduled vacation period, an Employee may receive a pay cheque which will become due during the vacation period on the last workday preceding the vacation period.

23.03 Mileage rates paid to Employees using their own automobiles for the Employer's business shall be paid as per the Employer's Travel Policy in effect at the time of travel.

23.04 The Employer's Board of Directors may pay a reasonable allowance for traveling expenses in lieu of mileage rates.

23.05 All Employees are to make every effort to minimize the use of personal vehicles on Employer business. When required for approved business travel, the Employer will arrange for appropriate rental vehicles or an alternate form of transportation at no cost to the Employee. The intent of this provision is to minimize the liability of the Employer with emphasis on travel outside of the City of London. Within the City of London, an Employee may use their personal vehicle provided that prior approval has been received from the Employee's immediate Supervisor.

23.06 **Supplying of Meals**

Employees required to work out of town on any day shall be provided with meals by the Employer, as per the Employer's Travel Policy in effect at the time of travel.

23.07 **Payment of Professional Fees**

The Employer shall pay professional fees for any Employee who is required by law to be a member of a professional association and pay licensing fees for any Employee who is required to be licensed.

23.08 Payment on Temporary Transfer, Higher Rated Job

Where an Employee temporarily replaces another Employee at a higher pay scale for a period of time exceeding four (4) consecutive weeks, the Temporary Employee will be placed into the higher pay scale, at the same incremental level as their regular position, and will receive such higher pay retroactive to the date of assuming the temporary position.

23.09 Should an Employee be required by their job description to use their personal cell phone, the Employer agrees to provide fifty (\$50) dollars per pay towards the expenses for the cell phone.

ARTICLE 24 - TERMINATION NOTICE

24.01 Employees are entitled to termination notice and/or pay in lieu of notice, in accordance with the following schedule:

<u>Years of Service</u>	<u>Termination Notice</u>
Less than (3) months	no notice (probation)
Three (3) to twelve (12) months	one (1) week notice
Twelve (12) to twenty-four (24) months	two (2) weeks' notice
Greater than twenty-four (24) months	one (1) week per year of service

24.02 Reasonable time off shall be granted to the Employee during any notice period for job interviews.

24.03 Where applicable, pay in lieu of notice shall be paid in a lump sum at the time of termination.

24.04 When an Employee resigns from their position, the Employer shall be given:

- 1) a minimum of fourteen (14) days' notice, thirty (30) days where possible, where the Employee has less than five (5) years of service, and,
- 2) a minimum of thirty (30) days' notice where the Employee has at least five (5) years of service.

ARTICLE 25 - JOB CLASSIFICATION & RECLASSIFICATION

25.01 Job Description

The Employer agrees to draw up job descriptions for all positions for which the Union represents. The description shall be presented to the Bargaining Unit and shall become the recognized job description unless the Bargaining Unit presents written objection within ten (10) workdays.

25.02 No Elimination of Existing Classifications

Existing classifications shall not be eliminated without the written consent of the Union.

25.03 Job Classification

Where the duties or volume of work in any classification are changed or increased, or where the Bargaining Unit and/or Employee feels that the Employee's job is unfairly or incorrectly classified, the rate of pay shall be referred to the Joint Job Evaluation Committee to determine whether any re-classification is necessary. If the parties are unable to agree on whether the position shall be re-classified, the dispute shall become the subject of a grievance. Any new classification, and other consequences of re-classification, shall be retroactive to the date the grievance was first filed. One-third (1/3) of Bargaining Unit positions shall be reviewed annually. An Employee may only request an additional review where their job duties have changed substantially.

ARTICLE 26 - BENEFITS

26.01 The Employer shall provide each Employee with a copy of the current benefits plan.

26.02 a) The Employer shall maintain benefit coverage for full-time Employees to seventy (70) years of age, with the exception of long-term disability coverage which will be maintained for full-time Employees to age sixty-five (65).

b) All data/information related to any proposed increase/decrease in benefits will be provided to the Union prior to any discussions taking place at Labour Management Relations Committee (LMRC) meetings.

c) LMRC will review Health & Dental plan performance monthly and will discuss potential solutions to issues with the plan. The established benefits reserve fund shall be reviewed and prior to any extraordinary expenditure from this fund, the Union shall have input on any decision(s) made.

26.03 The Employer shall pay the entire cost of the premiums for the following plans for full-time Employees and retirees to the age seventy (70) as below:

1) A drug plan for all full-time Employees and retired full-time Employees who have completed fifteen (15) years of service with the Employer prior to retirement and are fifty-five (55) years of age or older. The Employer will continue to make contributions on an Employee's behalf while the Employee is on sick leave. Premiums for Employees on long-term disability shall be paid by the Employer.

- 2) Generic drugs shall be used unless specifically indicated by the treating Physician that no generic substitute shall be used. Any dispute may be appealed.
- 3) A dental plan with an annual maximum of two thousand dollars (\$2,000) per dependent for eligible dental expenses, under the same terms as the drug plan. The Employer shall pay the Employee the twenty-five dollar (\$25) annual deductible owed to the dental plan provider provided for each family feature of the plan when the first claim is made by the Employee in each calendar year.
- 4) A group insurance plan.

26.04 The Employer shall continue to pay the entire cost of premiums for the plans listed above for Employees while on layoff for a maximum period of twelve (12) months.

26.05 The Employer shall continue to pay the entire cost of premiums for the plans listed above for Employees on pregnancy and parental leave.

26.06 The Employer shall maintain a group pension plan. Any Employee is eligible to participate after their probationary period has expired. Effective June 1st, 2026, the Employer will match any contributions made by an Employee up to five percent (5%) of the Employee's salary at the rate of one point five (1.5) times the contribution made by the Employee, to a maximum of seven and a half percent (7.5%) of the Employee's salary. One hundred percent (100%) vesting will occur after one (1) year of membership in the plan.

26.07 Employment Insurance Coverage

The *Employment Insurance Act* applies to the Employees.

26.08 No Reduction of Premiums by the Employer

Where any premium paid by the Employer for any Employee benefit is reduced by legislative action, the percentage of reduction shall be used to increase other Employee benefits, as may be mutually agreed upon in writing by the parties. Should the Employer change carriers, the Employer agrees to maintain the equivalent coverage or better than the existing benefits.

26.09 Vision Care

Upon proof of payment, the Employer agrees to reimburse full-time Employees up to a maximum of four hundred dollars (\$400) per Employee or a dependent aged nineteen (19) and older every twenty-four (24) months, for glasses or contact lenses, provided that the Employee has been employed by the Employer for not less than three (3) months at the time the glasses or contact lenses were purchased. Upon proof of payment, the Employer agrees to reimburse full-time Employees up to a maximum of three hundred dollars (\$300) per dependent aged eighteen (18) and younger every year, for glasses or contact lenses provided that the Employee has been employed by the Employer for not less than six (6) months at the time the glasses or contact lenses were purchased.

An Employee or their eligible dependent, may use the vision care coverage above toward laser eye surgery.

26.10 Effective June 1st, 2019, the Employer shall reimburse a full-time Employee a maximum of four hundred and fifty dollars (\$450) each fiscal year for a single or a family membership plan at a fitness centre or any type of purchase that promotes physical activity or wellness of the Employee's choosing, upon proof of payment and as determined through the LMRC.

26.11 Health Practitioners

The Employer will cover the cost for Acupuncturist, Chiropractor, Osteopathic, Podiatrist, Speech Therapist, and Occupational Therapist visits up to a maximum of forty-five dollars (\$45) for each visit to a maximum of twenty-five (25) visits for each type of practitioner. Effective July 10th, 2025, the Employer will cover the cost for Dietitian, Naturopathic, Massage Therapist, Physiotherapist, and Dermatologist visits up to a maximum of twelve (12) visits for each type of practitioner. Each Employee and each of their dependents shall have available every fiscal/benefit year two-thousand dollars (\$2000) allowance, for Psychology practitioner, psychotherapy, and social work appointments.

26.12 Employees will be provided with access to a virtual healthcare platform with premiums to be paid by the Employer. Details will be included in the Employee Benefit Booklet detailing coverage.

26.13 Dispensing Fee

The maximum dispensing fees under this Agreement shall be no less than the regular dispensing fee charged by the On-Campus Pharmacy on the date the drug is dispensed.

26.14 The employer will provide the employees with an additional five hundred dollars (\$500), which may be applied to any health or dental expense that is currently covered under eligible USC health and dental benefit booklet.

26.15 The employer will provide a transportation stipend in the amount of thirty dollars (\$30) per semi-monthly pay period.

ARTICLE 27 - EDUCATIONAL ASSISTANCE

27.01 Only Full-time Regular Employees who have successfully completed their probationary period may receive educational assistance.

27.02 Prior to enrolling in any course, the Employee must inform their Supervisor in writing.

27.03 The Employer shall pay the full cost of any instructional course required of an Employee by the Employer to improve their qualifications for their position.

- 27.04** Where an Employee would like to take a course/training/conference to upgrade their qualifications or pay off student debt from an accredited post-secondary institution, the Employer will cover one hundred percent (100%) of the cost of any course/training, textbook, conference or educational fee up to a maximum of one thousand five hundred dollars (\$1500.00) per fiscal year. This may also be applied to dependents who wish to pursue college, university or vocational level courses. To receive payment, the Employee must prove that they or their dependents have successfully registered and completed payment for the above noted expenses or provide an acceptable record from the National Student Loan Services Centre (NSLSC). The Employee will be reimbursed by a direct payment with confirmation of the above.

ARTICLE 28 - TECHNOLOGICAL OR OTHER CHANGES

28.01 Introduction of Methods or Machines

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by Employees under the present methods of operation, such Employees shall, at the expense of the Employer, be given a period of time, not to exceed one (1) year, to acquire the skills necessitated by the new method of operation. There shall be no change in pay during the retraining period of any such Employee or no reduction in pay upon being reclassified into any new position.

28.02 Training for New Skills

An Employee will be permitted a greater training period where an established training program or formalized training period requires an Employee to receive training for a period of time that exceeds ninety (90) days.

- 28.03** The Employer shall provide Employees with free access to UWO's internet, provided there is no cost incurred by the Employer. All Employees must read and sign the Employer's Acceptable Use Policy in order to have access to the server.

ARTICLE 29 - JOB SECURITY

29.01 No Contracting Out

In order to provide job security for Employees, the Employer agrees that Bargaining Unit positions and any functions performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or Employees. Exceptions may be made by mutual agreement among the parties.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Bargaining Unit shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

30.02 Supplying of Legal Counsel

Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply legal counsel where necessary for any action initiated against any Employee by virtue of performance of their assigned duties.

30.03 All rights, benefits, privileges and working conditions which Employees now enjoy, receive or possess as Employees, shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

30.04 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation of regulations shall invalidate any portion of this Agreement, or if there is amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated but the affected rights, privileges and obligations of the Employees shall remain in existence.

30.05 Copies of Agreement

The Union and the Employer desire that every Employee become familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Union shall print sufficient copies of the Agreement within thirty (30) days of executing this Agreement.

30.06 The Parties recognize their rights and responsibilities under the *Ontario Human Rights Code, R.S.O. 1990, c. H.19.* with regard to the duty to accommodate/return to work and all employees shall have the right to be accompanied by a Union representative.

ARTICLE 31 - TERM OF AGREEMENT

31.01 Duration

This Agreement shall be binding and effective from June 1st, 2025, to May 31st, 2028. This Agreement shall automatically continue year to year thereafter, unless either party notifies the other in writing within the period of ninety (90) days prior to its expiry that it desires to amend or terminate this Agreement.

31.02 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining. If negotiations extend beyond the anniversary date of the Agreement, any revision of terms mutually agreed upon shall, unless otherwise specified apply retroactively to that date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers who are duly authorized, as at the day and year written above.

Signed by the Parties electronically:

For the Employer:

Karla Pacheco
Karla Pacheco (2026-01-23 11:04:39 EST)

Jeff
Jeff Armour (2025-12-19 13:01:34 EST)

For the Union:

Stacey Clarke
Stacey Clarke (2026-01-27 10:55:02 EST)

On behalf of Vanessa Wolff

[Signature]

[Signature]
John Petrucci (2025-12-20 11:58:39 EST)

SCHEDULE A – WAGE INCREASE

Union Pay Scale

Schedule B, Schedule C, and Schedule D from the previous Collective Agreement (June 1, 2022, to May 31, 2025) shall be amended in the following manner:

Increase to wage rates retroactively.

June 1 st , 2025	Three percent (3%)
June 1 st , 2026	Two and a half percent (2.5%)
June 1 st , 2027	Two and a half percent (2.5%)

SCHEDULE B – WAGES EFFECTIVE JUNE 1, 2025

30 Points Bands

JOB TITLE	0-12 MONTHS	YEAR 1	YEAR 2	YEAR 3
Band 1	\$49,549.49	\$51,592.16	\$53,719.94	\$55,936.40
(241-270)				
Band 2	\$50,858.13	\$52,955.35	\$55,139.92	\$57,415.53
(271-300)				
Band 3	\$52,201.74	\$54,354.91	\$56,597.82	\$58,934.16
(301-330) Coordinator, Council Support				
Band 4	\$53,581.19	\$55,791.83	\$58,094.62	\$60,493.34
(331-360) Accounts Receivable Coordinator Coordinator, InfoSource Coordinator, Student Benefits Financial Assistant IT Support Technician Payroll Assistant				
Band 5	\$54,960.64	\$57,228.78	\$59,591.42	\$62,052.50
(361-390) Coordinator, Purple Store Graphic Artist/Illustrator Research Analyst				
Band 6	\$56,375.95	\$58,703.07	\$61,127.13	\$63,652.22
(391-420) Photography and Video Production Coordinator Productions Coordinator Productions Coordinator (Night) Student Organizations Coordinator				
Band 7	\$57,828.07	\$60,215.68	\$62,702.80	\$65,293.52
(421-450) Coordinator, Technical Services Student Organizations Advisor				
Band 8	\$59,317.94	\$61,767.63	\$64,319.39	\$66,977.48
(451-480)				

SCHEDULE C – WAGES EFFECTIVE JUNE 1, 2026

30 Points Bands

JOB TITLE	0-12 MONTHS	YEAR 1	YEAR 2	YEAR 3
Band 1	\$50,788.23	\$52,881.97	\$55,062.94	\$57,334.81
(241-270)				
Band 2	\$52,129.59	\$54,279.23	\$56,518.41	\$58,850.92
(271-300)				
Band 3	\$53,506.78	\$55,713.79	\$58,012.77	\$60,407.51
(301-330) Coordinator, Council Support				
Band 4	\$54,920.72	\$57,186.63	\$59,546.98	\$62,005.68
(331-360) Accounts Receivable Coordinator Coordinator, InfoSource Coordinator, Student Benefits Financial Assistant IT Support Technician Payroll Assistant				
Band 5	\$56,334.65	\$58,659.50	\$61,081.21	\$63,603.82
(361-390) Coordinator, Purple Store Graphic Artist/Illustrator Research Analyst				
Band 6	\$57,785.35	\$60,170.64	\$62,655.31	\$65,243.52
(391-420) Photography and Video Production Coordinator Productions Coordinator Productions Coordinator (Night) Student Organizations Coordinator				
Band 7	\$59,273.77	\$61,721.08	\$64,270.36	\$66,925.86
(421-450) Coordinator, Technical Services Student Organizations Advisor				
Band 8	\$60,800.89	\$63,311.82	\$65,927.38	\$68,651.92
(451-480)				

SCHEDULE D – WAGES EFFECTIVE JUNE 1, 2027

30 Points Bands

JOB TITLE	0-12 MONTHS	YEAR 1	YEAR 2	YEAR 3
Band 1	\$52,057.93	\$54,204.02	\$56,439.51	\$58,768.18
(241-270)				
Band 2	\$53,432.83	\$55,636.21	\$57,931.38	\$60,322.19
(271-300)				
Band 3	\$54,844.45	\$57,106.63	\$59,463.08	\$61,917.70
(301-330) Coordinator, Council Support				
Band 4	\$56,293.73	\$58,616.30	\$61,035.66	\$63,555.82
(331-360) Accounts Receivable Coordinator Coordinator, InfoSource Coordinator, Student Benefits Financial Assistant IT Support Technician Payroll Assistant				
Band 5	\$57,743.02	\$60,125.98	\$62,608.24	\$65,193.91
(361-390) Coordinator, Purple Store Graphic Artist/Illustrator Research Analyst				
Band 6	\$59,229.98	\$61,674.91	\$64,221.69	\$66,874.61
(391-420) Photography and Video Production Coordinator Productions Coordinator Productions Coordinator (Night) Student Organizations Coordinator				
Band 7	\$60,755.62	\$63,264.10	\$65,877.12	\$68,599.01
(421-450) Coordinator, Technical Services Student Organizations Advisor				
Band 8	\$62,320.91	\$64,894.61	\$67,575.56	\$70,368.22
(451-480)				