

COLLECTIVE AGREEMENT

– BETWEEN –

**THE UNIVERSITY OF WESTERN ONTARIO
FACULTY ASSOCIATION**



– AND –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2361.2**



TERM: January 1, 2026 – December 31, 2028

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Collective Agreement Expiring December 31, 2028**

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ARTICLE 1 – PURPOSE

- 1.01** The Parties to this Agreement recognize that the University of Western Ontario Faculty Association (UWOFA) represents all Academic Staff (including full and part-time faculty members and Librarians and Archivists) in dealing with the University Administration in all matters of concern to Academic Staff, that UWOFA negotiates on behalf of Academic Staff members and deals with all matters pertaining to their employment and working conditions, and that UWOFA advises Academic Staff members on matters of academic freedom, grievance, tenure and promotion, and generally strives to improve the working conditions of the academic community. In recognition of UWOFA's responsibility to provide a high standard of service in achieving these goals, the Parties to this Agreement agree to cooperate in pursuit of these goals. The Parties agree to cooperate in establishing and maintaining for employees a working environment conducive to the fulfillment of the foregoing goals.
- 1.02** The purpose of this Agreement is to foster and continue harmonious relations between the Employer and its employees, to provide an amicable way of settling differences which may arise from time to time, to specify the terms and conditions of employment for the members of the bargaining unit, and to promote the mutual interests of the Employer and employees.

ARTICLE 2 – RECOGNITION

2.01 Definition of the Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees (CUPE) Local 2361 as the exclusive bargaining agent of all employees of the University of Western Ontario Faculty Association in the City of London save and except Supervisors and persons above the rank of Supervisor.

2.02 No Other Agreements

No employee shall be required or permitted to make written or verbal agreements with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

- 2.03** All regular correspondence between the Parties arising out of, or incidental to, this Collective Agreement, except where otherwise expressly provided, shall pass between the President of UWOFA (or designate) and the President (or designate) of CUPE Local 2361.

ARTICLE 3 – EMPLOYER RIGHTS

- 3.01** The Union recognizes the sole right of the Employer to manage UWOFA and its work except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that this right includes, inter alia, the exclusive right of the Employer to:
- a) maintain order, discipline and efficiency;
 - b) hire, supervise, direct, promote, assess, classify, evaluate, transfer, layoff and recall employees;
 - c) determine the qualifications for and requirements of a position and the standards of work to be performed;
 - d) expand, reduce, alter, combine, transfer or cease any position;
 - e) determine the specifics of assigned work, the standards of performance, the schedules of work and the number of employees;
 - f) establish, enforce and alter from time to time rules and regulations to be observed by employees;
 - g) suspend, discipline or discharge any employee subject to the provisions of this Agreement;
 - h) hire for a management position, the functions of which may include some or all of the Employer rights described in this Article.
- 3.02** In its exercise of these rights, the Employer shall act in a manner that is consistent with the terms of this Agreement. A claim that the Employer has violated the specific terms of the Articles in this Agreement through the exercise of its management rights is a claim that is properly resolved through the grievance and arbitration process set out in this Agreement.
- 3.03** The Executive Committee of UWOFA or a designated subset of that committee will act as the Personnel Committee for the purposes of this Collective Agreement.
- 3.04** The Employer agrees that it shall exercise these powers, authorities, rights, privileges and obligations in a fair, reasonable and equitable manner.

ARTICLE 4 – DISCRIMINATION AND HARASSMENT

- 4.01** The Parties agree that there shall be no harassment or discrimination against an employee with respect to any terms or conditions of employment by reason of age, race, creed, colour, national origin, ethnicity, participation in political activity, gender, identity, sex, sexual preference, sexual orientation, marital status, parental status, family status, number of dependents, place of residence, medical record, physical handicap or disability where it does not prevent the performance of the duties of the position.
- 4.02** In addition, the Parties agree that there shall be no harassment or discrimination with respect to any terms or conditions of employment by reason of activity or lack of activity in the Union, nor by reason of the exercise of any rights in this Agreement.
- 4.03** Further, the Parties agree that there shall be no discrimination in hiring or in respect to any terms or conditions of employment by reason of family relationship. Employees shall not, however, be involved in any evaluative process or supervisory role involving members of their immediate families.
- 4.04** The Parties agree that there shall be no discrimination by reason of disability with respect to any terms or conditions of employment insofar as these terms and conditions are in the control of the Employer. The Employer shall accommodate any Employee with a disability unless doing so would impose undue hardship on the Employer.

ARTICLE 5 – EMPLOYEE RETENTION/SERVICE RECOGNITION

- 5.01** The University of Western Ontario Faculty Association provides long-service recognition gifts to UWOFA employees. Employees may choose if they prefer the gift in cash or in kind. The value of such a gift shall equal the relevant amount specified below:
- a) After ten (10) years of continuous employment, a gift of one hundred and fifty dollars (\$150.00).
 - b) After twenty-five (25) years of employment, a gift of four hundred dollars (\$400.00).
 - c) Upon retirement after at least ten (10) years of continuous employment, a gift of four hundred dollars (\$400.00).
- 5.02** All of the above gifts will be presented on behalf of The University of Western Ontario Faculty Association.

ARTICLE 6 – ANTI-HARASSMENT

- 6.01** The Union and Employer are committed to providing a harassment-free workplace as set out in Article 4.01 (No Discrimination) of this Collective Agreement. There shall be no Harassment or Sexual Harassment exercised against or by any Employee. To the extent that a complaint of Harassment or Sexual Harassment involves conduct or comments by a member of the University community who is subject to the University's policies and procedures on workplace harassment and violence, an affected Employee may employ those policies and procedures in preference to this Article 6.
- 6.02** "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, whether that comment or conduct is related to one or more of the prohibited grounds of discrimination under Article 4.01 (No Discrimination) or not.
- 6.03** "Sexual Harassment" means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome, including sexual assault, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours or unwelcome innuendo or taunting about a person's body, physical appearance or sexual orientation.
- 6.04** A course of conduct and/or behaviour also constitutes Harassment or Sexual Harassment, when it creates an intimidating, demeaning or hostile working environment.
- 6.05** There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participating in proceedings under this Article. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under this Article.

Reporting and Alternative Resolution

- 6.06** Where an Employee believes that they have been the victim of Harassment or Sexual Harassment, they may request a meeting with the CUPE 2361 President and the Manager. At this meeting, the Employee may request that the alleged harasser be prevented from communicating with the employee. The Employer shall make all reasonable and feasible efforts to prevent communication between the alleged harasser and the complainant Employee and shall ensure that the complainant Employee is not penalized in their employment situation.
- 6.07** The Employee may file a complaint and request an investigation or request the assistance of a Mediator to help resolve the alleged harassment. The Mediator shall be mutually agreed to by the Parties, and the costs shall be borne equally by the Parties. If the mediation proceedings do not result in settlement, the Employee shall have the option to file a complaint and request an investigation.

- 6.08** All relevant information shall remain confidential and all parties (Employer, Union, complainant, and respondent) shall make all reasonable efforts to ensure such confidentiality.

Complaint and Investigation

- 6.09** Where an Employee believes that they have been the victim of Harassment or Sexual Harassment, they may, in addition to pursuing the Alternate Resolution process referenced in Article 6.07, make a formal written complaint to the Manager, including the date/time, location and circumstances of the alleged harassing or sexually harassing behaviour, along with the names of the subject of the complaint and any witnesses to the incident(s) (if any).
- 6.10** Where the Employer receives a complaint of alleged Harassment or Sexual Harassment, it shall conduct an investigation that is appropriate in the circumstances. The Employer shall have the right to retain a third party to conduct an investigation to ensure the integrity and impartiality of the process. All relevant information gathered in the investigation process shall remain confidential and the Parties shall make all reasonable efforts to ensure such confidentiality. The investigation shall be completed within forty-five (45) working days.
- 6.11** The Employer will provide written notice to the respondent that there is a complaint that will be investigated within ten (10) working days.
- 6.12** Upon completion of the investigation, the investigator shall prepare a report setting out findings of fact, and a determination of whether this provision has been violated. The Employer shall ensure that the complainant and the respondent are advised, in writing, of the outcome within ten (10) working days. Where appropriate, the complainant and the respondent will also be advised of whether corrective action (including disciplinary action) has been taken.
- 6.13** Any Employee who makes a complaint under this Article in bad faith or without an honest belief that harassment or sexual harassment has occurred, shall be subject to disciplinary action.
- 6.14** The Employee has the right to withdraw the complaint at any point without recourse.

ARTICLE 7 – RIGHTS OF EMPLOYEES

7.01 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees shall not be required to perform personal services for the employer or representatives of the employer.

- 7.02** The exercise of the right of freedom of speech and publication does not permit employees to present their own views as those of the Employer. An employee who identifies themselves as a UWOFA employee when expressing their own view(s) shall state that they are expressing their own view(s) and not those of the Employer. Freedom of speech does not extend to expressions that disparage or are defamatory toward the Employer.

7.03 Union Representation

Authorization

No Employee or group of employees shall represent the Union in any meeting with the Employer without proper authorization of the Union. The Employer shall provide the Union with the names, addresses and telephone numbers of its personnel with whom the Union may transact business arising from this Agreement. The Union shall provide the Employer with the name(s) of the sub-local's Stewards with whom the Employer may transact business arising from this Agreement.

Right to Have a Union Representative Present

An employee shall have the right to have a Union representative present at any discussion with the Employer concerning the terms of this Agreement. In addition, the Employer agrees to notify the Union and the Steward in advance of an interview for disciplinary purposes. The Steward shall have the right to have a Union representative present at any discussion with the Employer.

Assistance of Representatives

The Union shall have the right, at any time, to have the assistance of representatives of CUPE and its Local 2361 in dealing or negotiating with the Employer. These representatives of the Union shall have the right to contact workers at work on matters respecting this Agreement or its administration without loss of pay to the workers. Upon prior notice, and following acknowledgement by the Employer, such representatives shall have access to the Employer's premises to assist in the settlement of grievances as defined in Article 11 (Grievance Procedure).

7.04 Release Time

The Employer agrees to make available a reasonable amount of release time for bargaining unit Union activities, including the handling of grievances, arbitration hearings, committee meetings and Union meetings, and for the re-negotiation of this Agreement. The following principles will be used to guide the parties in determining what is to be considered a reasonable amount of release time:

- a) all members of the bargaining unit shall be able to attend all the general meetings of CUPE 2361 (the amount of time per person not to exceed two (2) working days per year);

- b) members of the Union be granted, upon request and from time to time, leave to attend to union business. Such requests for time shall not be unreasonably denied. The Employer agrees to continue payment of wages at the normal rate of pay for the period of time that an Employee is attending Union business. In consideration of the Employer's action in this regard, for time exceeding two (2) hours per week, the Union agrees to reimburse the Employer for the full cost of the wages and benefits paid to a member while on Union business upon receipt of an invoice, to be provided to the Treasurer of the Union by the Employer.

7.05 Bargaining Committee

Members of the Union's Bargaining Committee shall have the right to attend negotiating sessions and/or caucuses held within working hours without loss of pay to a maximum of one hundred and five (105) hours per committee member for the duration of this Agreement. These meetings shall be scheduled so as to ensure that the operational needs of the Association can be met. Negotiating sessions in excess of one hundred and five (105) hours shall be held outside normal working hours by mutual agreement; attendance at such sessions shall be unpaid.

The Union and the Employer will advise each other of the names of the members of their respective bargaining committees prior to the commencement of negotiations for the renewal and/or amendment of this Agreement.

In the event that either Party wishes to meet to negotiate with respect to this Agreement the meeting shall be held at a time and place affixed by mutual agreement. Such meetings shall not be held later than twenty (20) days after the request has been given.

7.06 Notice to Union

Where notice or reply to the Union is required in fulfillment of any Article of this Agreement, such notice shall be in writing to the appropriate Steward, with a copy to the President of CUPE Local 2361.

7.07 Use of Employer's Equipment for Union Business

The Employer agrees that employees may use the Employer's business equipment (including but not limited to computers, phones, fax machines, electronic mail, library resources, etc.) to conduct business for the bargaining unit. Such use of the Employer's equipment shall not interfere with the business of the Employer and shall take place outside of normal working hours unless otherwise agreed to by the Employer.

- 7.08** The Union may request to use the Employer's premises during working hours to conduct business for the bargaining unit. Such requests must be made in writing to the President or designate with two (2) days' notice.

7.09 The Personnel File

The Employer shall maintain a Personnel File for each employee. The Employer shall make all reasonable efforts to keep Personnel Files in a secure location. The contents of the file shall be managed in accordance with the UWOFA Documents Management policy and relevant Articles in this Agreement. The Employer shall notify the Employee of any additions of evaluative material made to the file. No anonymous material shall be contained in an employee's file or be used in any evaluation or other procedure under this Agreement. No documents shall be removed from the file without written notification to the employee.

7.10 a) The President, or designate, Manager and Personnel Committee shall have access to the Personnel File. All copies made of any documents in the file shall remain on the Employer's premises and shall be clearly marked "Confidential" save and except copies made by or for legal counsel in the course of advising the Employer or for the purposes of arbitration. Premises include the Employer's email and cloud storage system.

b) An Employee's Personnel File shall not be revealed to anyone outside of the provisions of Article 7.10 without the employee's prior knowledge and consent except and unless required by law or provision of this Agreement. In such instances, the Employee shall be notified, stating the person or persons granted access and the reasons for granting this access unless such notification is prohibited by legal statute.

7.11 Upon two (2) days' notice an Employee shall have the right to review and print the contents of their Personnel File during normal working hours in the presence of the President, or designate, or Manager; the Employee may be accompanied by an authorized CUPE representative. Employees' Personnel Files shall not be removed from the Employer's premises.

7.12 The Employer is responsible for maintaining secure systems and controls to protect Personnel Files, including but not limited to preventing and addressing unauthorized access, technical failures, or data breaches involving those files.

ARTICLE 8 – LABOUR/MANAGEMENT COMMITTEE

8.01 There shall be a labour/management committee consisting of a representative from CUPE and two (2) bargaining unit members and the UWOFA President, Treasurer, and one other UWOFA Board member.

8.02 The Committee shall discuss matters raised by either UWOFA or CUPE that relate to the administration, operation or interpretation of this Collective Agreement. However, the Committee shall not discuss the specific details of any Grievance that has not been resolved.

- 8.03** The Committee shall have no power to interpret or modify the provisions of this Collective Agreement but may recommend to UWOFA and the Union changes to procedures for the application of this Collective Agreement, or changes to the Collective Agreement.

8.04 Protocol

Meetings shall be called at the request of either Party with a minimum of five working days' notice. Agenda items and documentation will be exchanged at least two (2) full working days prior to the scheduled meeting. Chair of the meeting will alternate each meeting between the Parties. Meetings may be cancelled by mutual consent; however, either Party may cancel with at least twenty-four (24) hours notice of the scheduled meeting if an alternate date has been agreed on. Meetings shall normally proceed only with all committee members present.

ARTICLE 9 – UNION MEMBERSHIP DUES CHECK-OFF

- 9.01** As a condition of employment, all new members of the bargaining unit shall, no later than the 30th calendar day following the beginning of such employment, become and remain members of the Union in good standing.
- 9.02** The Employer shall deduct from each pay of each member covered under the terms of this Agreement an amount equivalent to the regular dues and remit same to the Union. The Employer will specify, at the time of making the monthly remittance, the members from whom the deductions have been made, the amount of the dues deducted, and any or all new hires.
- 9.03** The amount of such dues and/or assessments shall be certified to the Employer by the Secretary/Treasurer of the Union. In the event of a change therein, not less than thirty (30) days notice thereof shall be given to the Employer.
- 9.04** The dues and/or assessments deducted from the pay of members shall be forwarded by the Employer to the Union not later than the 20th day of the following month.
- 9.05** Notices required to be served hereunder upon either the Union or the Employer shall be deemed to be served sufficiently if mailed or delivered to the Secretary/Treasurer of the Union and the President of UWOFA.

ARTICLE 10 – INFORMATION

- 10.01** The Employer and the Union recognize the value of having a common basis of understanding with which to discuss problems which may arise. Thus the Parties agree to exchange information as is required from time to time for the collective bargaining process and/or the administration of this Agreement. It is understood that neither Party shall be required to compile information or data if such is not already compiled in the form requested, nor shall the Employer be required to provide information of a personal nature without the written permission of the employee concerned.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01** The Employer and the Association agree to encourage the prompt and amicable resolution of complaints and the fair and expeditious resolution of grievances arising from the administration of this Agreement. The Parties agree to be bound by and give prompt and full effect to decisions arrived at under the procedures detailed below, except in those cases where a further stage in the procedures may be invoked.
- 11.02** A grievance shall be defined to include any alleged violation or interpretation of the specific terms of this Agreement. A grievance shall also include any dispute as to whether a matter is grievable or arbitrable.
- 11.03** The Employer acknowledges the rights and duties of the Union Officers and Stewards to assist employees in preparing and presenting a grievance.
- 11.04 Employee Grievances**
- 11.04.1 STEP ONE:** If an Employee has a complaint, they shall request a meeting with the President of UWOFA or their designate in an attempt to resolve the matter informally. The request and the meeting must occur within ten (10) working days of the event giving rise to the grievance. The Employee may be accompanied by a Steward if they so wish. Within five (5) working days of the meeting, the President or their designate shall provide a written response to the matter.
- 11.04.1.1** If an Employee has a complaint with the President of UWOFA and their designate then they shall request a meeting with the Vice-President or Past President of UWOFA in an attempt to resolve the matter informally.

11.04.2 STEP TWO: Failing satisfactory settlement at Step One, the Union shall submit the grievance in writing to the Personnel Committee of UWOFA within ten (10) working days following the reply of the UWOFA President or designate. The written grievance shall state the nature of the grievance, the Articles which are alleged to have been violated and the remedy sought. The Personnel Committee shall give their written reply within ten (10) working days of receipt of the grievance, stating reasons for their decisions.

11.04.3 STEP THREE: Failing satisfactory settlement at Step Two, the grievance may within one (1) month of the date of the Personnel Committee's response be referred to Arbitration under Article 12. If no written request for Arbitration is received within one (1) month of the Step Two decision, the matter shall be deemed to have been abandoned and not eligible for Arbitration.

11.05 Group Grievances

A group grievance, resulting from a consolidation of similar individual employee grievances seeking common redress may be initiated at Step Two under Article 11.04 if the Employer and Union agree.

11.06 The only exceptions to the step-wise procedure specified in Article 11.04 shall be:

- 1) A policy grievance, or union grievance, defined as a question of general application or interpretation of this Agreement, which shall be initiated by the Union at Step Two;
- 2) cases involving dismissal, discipline, alleged discrimination, or alleged harassment, which shall be initiated at Step Two the Union;

11.07 If either party notifies the other of an alleged violation of this Agreement, but indicates a decision not to grieve, this decision shall be without prejudice or precedent to grievances on similar matters. Such notification shall be in writing.

11.08 Employer Grievances

An Employer grievance alleging a violation of this Agreement shall be submitted in writing to the Union within ten (10) working days of the event giving rise to the grievance. The Union shall deliver a written response to the grievance within five (5) working days of receipt of the Employer's grievance. Failing settlement at this point, such a grievance may be submitted within one (1) month of the Union's response to Arbitration in accordance with Article 12 (Arbitration).

11.09 Time Limits

The Parties agree to follow the grievance procedure in accordance with the steps, timelines and conditions contained herein. Timelines may be changed only with the mutual agreement of the Parties. If, at any stage, the Employer fails to give responses as required, the Union may proceed to the next step of the Grievance Procedure. It is also agreed that where the grievor is a member of the bargaining unit, any of the time limits set out in this Article are automatically extended in accordance with any period during an approved vacation, holiday, or leave.

11.10 There shall be no discrimination, harassment or coercion of any kind practiced against any party that elects to use these procedures.

ARTICLE 12 – ARBITRATION

12.01 No matter may be submitted to Arbitration which has not been properly carried through the Grievance procedures in Article 11 (Grievance Procedure).

12.02 A single Arbitrator shall hear, consider, and finally rule on disputes. They shall have the duty to rule on all matters of procedure and substance in accordance with this Agreement and the arbitrability of any dispute. A Board of Arbitration may hear, consider, and finally rule on disputes if both the Union and the Employer agree.

12.03 It is agreed that the award of the Arbitrator shall be final and binding, provided that the Arbitrator shall not have the power to alter, add to, modify, or amend this Agreement in any respect whatsoever, or to make an award which has such effect.

12.04 Such awards shall be communicated orally to both Parties within five (5) working days of the date of the decisions, but shall subsequently be confirmed in writing to the Parties. The award shall not take effect until it has been received in writing by both the Parties.

12.05 All expenses of the arbitration, including remuneration of the Arbitrator, shall be shared equally by the Parties to the arbitration.

12.06 The time limits referred to in this Article may be extended by mutual agreement between the Parties. Moreover, an Arbitrator shall have the right to waive time limits on any reasonable grounds.

12.07 Where possible, settlement of grievances shall have effect retroactively to the date of occurrence of the event causing the grievance.

12.08 No technical irregularity shall prevent a grievance being heard and judged on its merits.

12.09 Neither Party shall introduce into any dispute any reasons or issues not clearly stated at earlier stages of the Grievance Procedure. This shall not preclude the introduction of additional evidence relating to reasons or issues previously stated at earlier levels of the Grievance Procedure. Each Party shall have not less than five (5) working days' notice of any document that the other Party intends to use in evidence.

12.10 Selection of Arbitrator

- a) The Party referring a grievance to arbitration shall, in its notice of intent to proceed to arbitration, suggest a person to serve as a single Arbitrator. The other Party shall respond within ten (10) working days either agreeing to the Arbitrator or suggesting alternative Arbitrators.
- b) Where a single Arbitrator has been agreed upon by both representatives, the Party requesting the arbitration shall contact the Arbitrator and request that they set a place, time and date for the hearing. If the date of the hearing is not within ninety (90) days of the request, either Party may reject the Arbitrator and suggest alternatives.
- c) Where the representatives are unable to agree upon a single Arbitrator or where two (2) Arbitrators have been selected but declined or were unable to set a hearing within ninety (90) days, either Party shall request, in writing, to the Minister of Labour that they appoint an Arbitrator.

ARTICLE 13 – NO STRIKES/NO LOCKOUTS

- 13.01** Strike and lockout bear the meanings used in the *Ontario Labour Relations Act*.
- 13.02** The Union agrees that there will be no strike during the terms of this Agreement and accordingly, should any or all of the members covered by this Agreement take such action, the Union will declare the action to be in violation of this Agreement and require the members involved to return to work and perform their usual duties.
- 13.03** The Employer agrees that during the term of this Agreement there will be no lockout.
- 13.04** An Employee's failure to cross the picket line of any legal strike during the term of this Agreement shall not be grounds for dismissal or discipline. Employees who refuse to cross such a picket line of another union or another bargaining unit may, at the Employer's discretion, be docked their daily rate for each day not worked because of such refusals. Employer contributions to benefit plans shall, however, continue in such cases.

ARTICLE 14 – DISCIPLINE

- 14.01** The Employer shall not discipline, suspend or discharge an employee without just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.
- 14.02** The Employer and Employee agree that all correspondence and meetings relating to discipline procedures shall be kept strictly confidential to the parties directly involved in the investigation and processing of the complaint.
- 14.03** The Employer accepts the concept of progressive discipline and agrees to apply it in a fair and reasonable fashion and in good faith according to the following steps:
- Step 1: Verbal warning/counseling
Step 2: Letter of Reprimand/written warning
Step 3: Suspension without pay
Step 4: Discharge
- 14.04** In the case of any discipline related to an employee's work performance at steps 1 through 2 the Employer will communicate to the employee the situation requiring correction and the standard required and give the employee reasonable opportunity to improve. Prior to the imposition of any discipline at steps 3 through 4 an employee shall be notified at a meeting with the Personnel Committee of the reason(s) for such action and of their right to Union representation. If the employee so wishes, they shall be accompanied by a Union representative. Such a meeting shall be held as soon as possible after the Employer requests such a meeting.
- 14.05** An employee shall be notified in writing of the grounds for any discipline at the time the discipline is imposed. The Union shall be notified in writing at the same time. A copy of the notification is to be placed in the Personnel File. In the grievance procedure (including arbitration) pertaining to any discipline, the Employer shall be limited to the grounds as originally notified under this Article.
- 14.06** Where an employee acts in a manner that constitutes a danger to themselves or others or is the subject of an investigation, notwithstanding the above provisions for progressive discipline, the Employer may suspend the employee with pay until the matter is resolved.
- 14.07** Failure of the Employer to conform with the provisions of this Article shall render the discipline null and void. Failure of the Employee to conform with the provisions of this Article can be further grounds for Discipline.

- 14.08** Articles 14.03 and 14.04 notwithstanding, where the Employer believes on reasonable grounds that an employee has committed an act of negligence or misconduct of sufficient gravity in and of itself to constitute just cause for a serious disciplinary response (including dismissal), the Employer may suspend the employee from duty with full pay and benefits for a period of up to twenty (20) days pending investigation of the alleged act. Within that twenty (20) day period the Employer shall conduct a diligent investigation. If, on the basis of that investigation, the Employer reasonably concludes that there is clear and compelling evidence that the employee has committed such an act, the Employer may exercise its right to discipline the employee up to and including termination. Nothing in this Article shall limit an employee's right to grieve whether the discipline or discharge was for just cause.
- 14.09** The record of any disciplinary action and any matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against an employee at any time after eighteen (18) months following such an action. It can be used if there is a similar occurrence that is grounds for Discipline within the eighteen (18) month period.
- 14.10** Any material related to matters mentioned in Article 14.09 shall be destroyed eighteen (18) months after being placed in the Personnel File providing that no subsequent disciplinary action has been initiated within that period.

ARTICLE 15 – HEALTH AND SAFETY

- 15.01** The Union and Employer shall cooperate in promoting a healthful and safe occupational environment.
- 15.02** The Employer shall make all reasonable provisions for the maintenance of health and safety in the workplace, and the Union may, from time to time, bring to the attention of the Employer any suggestions in this regard.
- 15.03** Both Parties recognize that, in its capacity as tenant to the owner of the employment premises, the Employer may have no control over certain elements of the work environment. Such elements shall not be covered by this Article. In such matters, however, the Employer shall make all reasonable efforts to protect Employees from the detrimental effects of any action by the owner or Manager of the employment premises. The Employer shall also make all reasonable efforts to request the owner to address health and safety matters that are outside of the Employer's control.
- 15.04** Any Employee shall have the right to refuse or stop any work considered unsafe or hazardous in accordance with the terms, procedures and conditions of the *Ontario Occupational Health and Safety Act*. The Employee shall suffer no loss of salary or seniority provided that, where possible, the Employee continues to perform the work under alternative, safe conditions.

- 15.05** In purchasing new or replacement computer station equipment, the Employer shall make all reasonable efforts to ensure that the computer station equipment meets current ergonomic standards in order to provide for the comfort and health of the Employees.
- 15.06** Upon request and in consultation with the Employee, the Employer shall supply a personal security alarm or similar device to protect the Employee's personal security. The alarm shall remain the property of the Employer.
- 15.07** The UWOFA office will close:
- a) in the event that the University is closed due to extreme weather or other conditions;
 - b) in the case of a breakdown in office air conditioning, heating, or ventilation that results in temperature conditions that fall below the lower limit of eighteen (18) degrees Centigrade or exceed twenty-eight (28) degrees Centigrade, as set by the *Ontario Occupational Health and Safety Act*, for at least four (4) hours of the working day.

In the event that the UWOFA office closes for any of the above reasons, the employees shall suffer no loss of pay.

ARTICLE 16 – EMPLOYEE STATUS

- 16.01** Employees in the bargaining unit shall fall into one of the following categories: regular full-time, regular part-time, or limited-term.
- 16.02** Regular full-time employees are defined as those employees who normally work thirty-five (35) hours per week. Regular part-time employees are defined as those employees who are hired to work normally twenty-four (24) hours per week or less.
- 16.03** Employees may only be appointed on a limited-term basis in the following cases, and for a maximum of twenty-four (24) months:
- a) as a replacement for a regular Employee on leave as provided for under the terms of the Agreement;
 - b) to accommodate reduced responsibility arrangements for a regular employee as provided for under the terms of this Agreement;
 - c) to fill positions that are designated by the Employer as temporary or experimental, after consultation with the Union;

- d) for any other purpose which is agreed to by both the Employer and the Union.

16.04 To provide job security for the members of the bargaining unit, the Employer agrees no duties or services or tasks performed by the employees shall be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company or non-unit employee without the consent of the Union.

16.05 a) The provisions of Article 16.04 shall not apply to the internal operations of UWOFA and shall not prevent UWOFA Officers or members from performing tasks associated with various committees or other functions, as decided by the UWOFA Board. The Employer may hire students to assist with short-term projects of up to eight (8) months after consultation with the Union. The performance of such tasks shall not directly result in a reduction of the number of bargaining unit Employees or a reduction in normal hours of work.

- b) Should the performance of such tasks mentioned in Article 16.05 a) increase to the extent that a part-time position could be increased to full-time, or an additional part-time or full-time bargaining unit position could be created, the Union may request a meeting with the Employer to discuss the creation of such a position.

ARTICLE 17 – SENIORITY

17.01 Seniority shall be counted as the length of cumulative service in the bargaining unit and calculated from the date of first hire. Seniority accumulated up to the signing of this Agreement is listed for each employee in Appendix A.

17.02 In cases where an Employee changes job category or position, seniority shall be cumulative from the time of initial employment with the Employer.

ARTICLE 18 – LAYOFF AND RECALL

18.01 No layoff of Employees of the bargaining unit shall occur except and unless:

- a) the Employer declares and demonstrates that a bona fide financial exigency exists which cannot be alleviated without the layoff of a member or members of the bargaining unit, or
- b) a function, or service, or a position within a function or service becomes redundant, as decided by the UWOFA Board. A function, service or a position in existence at the time of ratification of this Collective Agreement shall not be redundant should a non-bargaining unit member be performing that function, service or position.

18.02 Layoff by reason of financial exigency:

- a) A bona fide financial exigency shall exist only when the long-term financial viability of the organization is seriously threatened and when drastic financial measures are necessary.
- b) Layoffs shall be used to help correct a state of financial exigency only to the extent required to meet the financial exigency and only in the absence of reasonable alternative measures.
- c) Reasonable alternative measures may include, but are not limited to, voluntary reduced workload arrangement(s) or requirement across the bargaining unit to take unpaid days off for the period of financial exigency.
- d) With as much notice as possible to the declaration of financial exigency, the Employer shall inform the Union of its consideration of such a declaration. At the same time, the Union shall be provided with all information necessary to assess the financial position of the Employer.
- e) Commencing on the date of notice specified in Article 18.02 d), there shall be a freeze on all hiring and work contracted out in the area of work normally performed by members of the bargaining unit. Work assigned to members of UWOPA's bargaining units shall not be considered work contracted out for the purpose of this Article. Such freeze shall continue for two (2) years after the final layoff made pursuant to the financial exigency or until all laid-off Employees have been recalled or declined recall.

18.03 Dispute resolution

Within fifteen (15) days of the declaration of financial exigency, any dispute concerning financial exigency may be referred by the Employer or the Union to final and binding arbitration under Article 12. The Employer agrees not to implement any layoff until the dispute is resolved.

18.04 Order of Layoff

The order of layoff shall be as follows:

- a) Limited-term part-time Employees, by reverse order of seniority;
- b) Limited-term full-time Employees, by reverse order of seniority;
- c) Regular part-time Employees, by reverse order of seniority;

- d) Regular full-time employees by reverse order of seniority. The laid off Employee may displace an Employee with less seniority in an equal or lower paying position provided the Employee has the qualifications or capability to perform all the work required in the job position within an orientation period of one (1) month.

18.05 Layoff by reason of redundancy.

In the event the UWOFA Board eliminates or reduces a function or service, or a position within a function or service becomes redundant, the following options shall be considered before laying off redundant Employees:

- a) redeployment in an unfilled position in another function or service;
- b) retraining for redeployment, with costs of retraining to be borne by the Employer;
- c) in the event of a reduction, the opportunity to enter into a reduced workload arrangement;
- d) retirement under Article 22 (Resignation/Retirement), if eligible.

18.06 Should the Employer need to perform a portion of the reduced service or function, and if the redundant Employee has not exercised the right under Article 18.05 c), the Employer shall have the right to hire on a part-time basis.

18.07 Recall

- a) Recall shall be in the reverse order of layoff;
- b) All laid-off Employees shall have recall rights for two years subsequent to layoff, and shall have a right of first refusal over new appointments for which they are qualified during this two (2) year period;
- c) An Employee who is recalled shall have one (1) week to decide whether to accept the offer;
- d) An Employee who is recalled shall have up to four (4) weeks from the date of notification to report for work; the Employer may extend this period.

18.08 Following layoff each laid-off Employee is entitled to the equivalent of one (1) month's salary for each year of service to a maximum to fifteen (15) months' salary, as settlement of any claims related to security of employment. An Employee who elects to be paid forthwith shall be deemed to have abandoned the right to be recalled.

- 18.09** Any Employee to be laid off shall receive three (3) months' notice from the date of declaration of financial exigency, or pay and benefits in lieu thereof. In addition, such Employees shall be entitled to any pay and benefits under Article 22 (Resignation/Retirement), Article 22.01 and 22.02. Article 22.03 shall not apply to laid off Employees.

ARTICLE 19 – APPOINTMENTS/STAFF CHANGES

19.01 Job Descriptions

- a) Where, during the term of this Agreement, the Employer wishes to create a new bargaining unit position, a new job description will be created and kept by the Personnel Committee or designate, with a copy to the Union. The Employer or Union may request in writing within six (6) months of the creation of the job to complete the Job Evaluation Process (Letter of Understanding – Job Evaluation Process). If the Parties ratify a salary increase, such increase shall be made retroactive to when the job was created.
- b) Current Job Descriptions shall form part of this Collective Agreement (Appendix B): but shall not refer to any specific employee by name. It is understood that these job descriptions shall refer to job positions rather than to specific employees' tasks.
- c) If the Employer substantially revises an Employee's Job Description, the Employer or Union may request in writing within six (6) months of the revision of the Job Description to complete the Job Evaluation Process (Letter of Understanding – Job Evaluation Process). If the Parties ratify a salary increase, such increase shall be made retroactive to when the Job Description was revised. No incumbent will have their wages reduced following the re-evaluation of their job. Any revised Job Description shall become a part of this Collective Agreement.

- 19.02** The Union shall be notified in writing of all vacancies, new positions and terminations of employment, including voluntary separation/severance and retirements within five (5) working days of the notification of the employee(s) affected.

- 19.03** In the case of new positions, such notice shall consist of a job advertisement containing the nature of the position, required qualifications, knowledge, and skills, the salary range for the position and the status of the position as regular full-time or part-time. A copy of the job advertisement shall be included in the Personnel File of the successful applicant.

- 19.04** A Hiring Committee may be constituted for a specific search by the Personnel Committee.

- 19.05** The notices of any new or vacant positions will be provided to employees. Internal applicants to new positions shall be automatically shortlisted.
- 19.06** The Employer shall inform the Union in writing of the outcome of a job search.
- 19.07** All new regular full-time appointments shall have an initial probationary period of six (6) months; this period may be extended by mutual agreement. New regular part-time appointments shall have an initial probationary period of three (3) months. Employees may be discharged at any time during the probationary period with one (1) week's notice, subject to the Employer acting reasonably, in a non-discriminatory fashion, and in good faith.
- 19.08** If an Employee changes from one job position to another job position, that Employee shall have a trial period of three (3) months or until their previous position is filled, whichever is shorter. An Employee may be reassigned to their previous job position at any time during the trial period with one (1) week's notice, subject to the Employer acting reasonably, in a non-discriminatory fashion, and in good faith. In the event that the Employee is reassigned to their previous job position, the Employee shall be reinstated at their previous rate of pay with no loss of seniority.

ARTICLE 20 – SALARIES

- 20.01** In any given year the salary grid for full-time employees shall be the appropriate grid for their position specified for that year in Appendix E. Pay shall be based on a thirty-five (35) hour work week as described in Article 23, Normal Hours of Work.
- 20.02** The Employer agrees the following salary increases will be applied to all wage rates in the wage grid in Appendix E on each of January 1, 2026, January 1, 2027, and January 1, 2028. Regardless of the date of ratification, pay increases shall be retroactive to the beginning of this Agreement and paid within sixty (60) days of the ratification.
- a) On January 1, 2026: a two and one-half percent (2.5%) salary increase.
 - b) On January 1, 2027: a two and one-half percent (2.5%) salary increase.
 - c) On January 1, 2028: a three percent (3.0%) salary increase.
- 20.03** Full-time employees shall be paid monthly on the second last business day of each month. Part-time employees shall be paid weekly. The Employer shall direct deposit into an Employee's stated bank account the pay of each employee through the University of Western Ontario (UWO) payroll system.

- 20.04** The hourly rate for part-time employees shall be prorated based on the difference between their current part-time hours of work relative to the full-time equivalent hours of work for their classification in accordance with Appendix E. Part-time Employees will move through the wage grid based on years of service in accordance with Appendix E.

ARTICLE 21 – BENEFITS

21.01 Sick Leave and Salary Continuance

Full-time Employees are eligible to receive actual salary while absent from work due to illness or injury up to a maximum of fifteen (15) consecutive calendar weeks (one hundred and five (105) consecutive calendar days). For part-time Employees, pay during sick leave shall be pro-rated based on average hours worked during the prior twenty (20) weeks.

- 21.02** Employees who return to work on a full-time or normal basis from any sick leave regardless of duration are again eligible for the full fifteen (15) weeks of sick leave except when there is a recurrence of the same or related illness or injury during the first four (4) weeks following an Employee's return to work on a full-time or normal basis, in which case an employee is entitled to the unused portion of the original fifteen (15) week period of sick leave. Return to work on a full-time or normal basis means that the Employee is able to work their normal weekly schedule and perform the essential duties of their job.
- 21.03** Employees are to notify the President as soon as reasonably possible of their absence due to illness or injury, the expected date of return to work on a full-time or normal basis, and any change to the expected date of return to work.
- 21.04** After an absence of one (1) week, and when reasonably requested thereafter by the Employer, an Employee on sick leave shall provide a written statement certifying that they are under the care of a Health Care Professional (as recognized by the Ontario Health Insurance Plan (OHIP)), describing the Employee's ability to attend and perform work, and stating the estimated date of return to work. The Employer reserves the right to require additional medical certification by a second qualified Health Care Professional (as recognized by OHIP) chosen by the Employer in consultation with the Employee. Any cost associated with the second certification shall be at the Employer's expense.

21.05 Benefits

The Employer shall provide all regular full-time Employees and all full-time limited-term Employees with the same non-pension group benefits as those provided to full-time members of the UWO Professional and Managerial Association, including extended health, vision care, long-term disability, dental, life insurance, retirement benefits (life/death benefit, health, vision care, dental), dependent scholarship, and computer purchase (see Appendix C – Group Benefit Plans for Regular Full-time Employees Eligible to be Members of the Professional and Managerial Association), except where explicitly noted otherwise in this Collective Agreement. Exceptions include the amount, length and return to work provisions of salary top-up during pregnancy and parental leaves (see Article 27 – Leaves).

21.06 The benefits described in Appendix C shall be superseded by new benefits policies or levels that may come into effect in the event of changes to the UWO Professional and Managerial Association (PMA) group benefits as provided for in the UWOFA-UWO Service Agreement (see Appendix E, Clause 5). The Parties agree that any decision by the University of Western Ontario to discontinue the UWOFA-UWO Service Agreement does not constitute a violation by the Employer of this Collective Agreement. Should the University of Western Ontario require changes to the UWOFA-UWO Service Agreement which would jeopardize the provision of benefits to Employees, the Employer shall immediately notify the Union and bring the matter for discussion under Article 8 – Labour/Management Committee with any solutions adopted by mutual consent of the Parties. In considering benefit provision options, the Employer shall make best efforts to maintain the same level of benefits as the PMA group benefits at the time of the change.

21.07 Part-time Employees shall receive five percent (5%) of pay in lieu of benefits. Upon completion of two (2) full years of service, part-time Employees shall have the option of being provided with benefits, as specified in the Letter of Understanding – Benefits for Part-time Employees, instead of pay in lieu.

21.08 Employees may participate in the UWO Pension Plan as outlined in Appendix D, provided that they satisfy the eligibility requirements of the Plan. The amount of the Employer's contribution shall be eight and a half percent (8.5%) of Pensionable Earnings.

ARTICLE 22 – RESIGNATION/RETIREMENT

22.01 An Employee leaving the service of UWOFA shall be entitled to all vacation pay owing to them up to their last working day (subject to the maximum accrual as permitted in Article 25.02), and shall be entitled to any other payments owing to them up to the last working day. The Employee shall receive all such compensation in pay on their last scheduled pay.

- 22.02** In order to be paid for a designated paid holiday, the last working day must fall two (2) working days after a designated paid holiday or five (5) working days after the Christmas holiday break. If any of these days are not worked due to sickness, the Employee may be requested to provide a doctor's certificate.
- 22.03** An Employee who resigns or retires shall be entitled to a departure bonus of an additional week's pay, payable on the last scheduled pay, subject to the following conditions:
- a) The Employee provides the Employer with written notice at least six (6) weeks in advance of the last working day; and,
 - b) The Employee's performance in the period between notice and the last working day is satisfactory.
- 22.04** An Employee who reaches the age of at least fifty-five (55) years, and who meets the eligibility criteria specified in the UWO Professional and Managerial Association (PMA) Agreement, shall be eligible for retirement, with post-retirement benefits as set out in the PMA Benefits Package (Appendix C), which the Association purchases from the University of Western Ontario through the UWOFA-UWO Service Agreement (see Appendix F).
- 22.05** The Employer will provide and extend to all retirees who meet the eligibility criteria specified in the Service Agreement with Western (Appendix C) the following additional post-retirement benefits:
- a) Parking privileges in accordance with the University of Western Ontario's Parking Services policy for retired staff;
 - b) Library borrowing privileges in accordance with Western Libraries' policies for retired staff borrowing.

ARTICLE 23 – NORMAL HOURS OF WORK

- 23.01** The normal work week shall consist of thirty-five (35) hours, divided into five (5) days from Monday to Friday inclusively. The normal working day shall consist of seven (7) hours, between the hours of 8:30 a.m. and 4:30 p.m.
- 23.02** The normal location of work shall be the UWOFA office unless otherwise authorized by the Employer. Employees will submit their request to work remotely to the Employer as per the Employer's procedure, including specific date(s) to be worked remotely. The Employer will provide approval or denial of the request within twenty-four (24) hours. Such approval shall not be unreasonably denied.
- 23.03** The Union acknowledges the Employer's right to establish work schedules accordingly.

- 23.04** It is expressly understood that the provisions of this Article are to provide a basis for establishing work schedules and shall not be construed to be a guarantee of the hours of work per week.

ARTICLE 24 – HOLIDAYS

- 24.01** During the Christmas-New Year period when classes and exams are not in session at the University, employees shall be entitled to a total of ten (10) days paid holidays, inclusive of statutory holidays. Within this holiday period, employees may request permission to work on any of the days that the administrative offices of the University are open, and to bank the untaken holiday days for use during the new year. The Employer shall not deny such requests arbitrarily.
- 24.02** In addition, outside of the Christmas-New Year period, employees shall be given paid holidays on all days that the administrative offices of the University are closed for a statutory holiday and Easter Monday.
- a) On Easter Monday, Employees may request permission to work, and to bank the untaken holiday for use during the year. The Employer shall not deny such requests arbitrarily.
- 24.03** a) Effective on the Friday after Victoria Day (May), through to Labour Day, the Employer agrees that the UWOFA office shall be closed each and every Friday at 12:00 noon. There shall be no reduction of normal weekly earnings for the employees from the Friday after Victoria Day through to Labour Day.
- b) One (1) Employee Appreciation Day per calendar year will be given to each Employee. These paid holidays recognize the hard work of Employees and contributions to UWOFA. Employees shall request allocation of the Employee Appreciation Day using the Employer's procedure and normally with one (1) calendar months' notice. Allocation requests shall be subject to the operational requirements of UWOFA but shall not be arbitrarily denied.
- 24.04** If a holiday falls within the vacation period of an employee, they shall receive an extra day of vacation in lieu of such holiday.

ARTICLE 25 – VACATIONS

- 25.01** a) Full-time Employees shall be entitled to annual vacation with pay earned in the following manner:
- i) One and a quarter (1 1/4) working days for each completed calendar month of regular full-time employment (fifteen (15) working days per year).

- ii) Upon completion of two (2) full years of continuous regular full-time employment, Employees commence to earn vacation entitlement at the rate of one and two thirds (1 2/3) working days per month of regular full-time employment (twenty (20) working days per year).
 - iii) Upon completion of twelve (12) full years of continuous regular full-time employment, Employees will be entitled to twenty-five (25) working days per year vacation.
 - iv) Upon completion of twenty-two (22) full years of continuous regular full-time employment, Employees are entitled to thirty (30) working days per year of vacation.
- b) Part-time Employees will accrue vacation credits as a percentage of hours worked. Alternatively, such Employees may request that they receive a percentage of their gross pay in lieu of vacation credits, to be paid at each pay period. This election shall be made at the time that a part-time Employee accepts employment with UWOPA and may be changed subsequently by mutual agreement of the Employer and the Employee. Such arrangements shall be documented in writing and included in the Personnel File. The rate of accrual or pay for part-time Employees shall be:
- i) six percent (6%) for less than two (2) years of continuous employment.
 - ii) eight percent (8%) for more than two (2) years of continuous employment.
 - iii) ten percent (10%) for more than twelve (12) years of continuous employment.
 - iv) twelve percent (12%) for more than twenty-two (22) years of continuous employment.

25.02 Employees shall use earned vacation entitlement so that the accrued vacation entitlement will not exceed twenty-five (25) days. Any unused vacation days at the end of each quarter (September 30, December 31, March 31, June 30) during each year of this Collective Agreement, that exceeds twenty-five (25) will be paid to the Employee by the Employer at a rate equivalent to the Employee's daily rate of pay.

In special circumstances and upon written application to the Employer, an Employee may request permission to accumulate vacation entitlement to a maximum of forty (40) days during a specific calendar year. If the Employer grants this request, such approval will be provided in writing to the Employee and also placed in the Employee's Personnel File.

25.03 When an Employee on vacation time becomes ill, they shall, upon submission of a medical certificate, be allowed to take the said vacation time as sick leave and have their vacation time extended by the appropriate number of days.

- 25.04** Vacation leave shall be scheduled by agreement of the Employer and Employee. Subject in all cases to the prior approval of the Employer, Employees may take their vacation entitlement or portion thereof when it is convenient to the functional requirements of the unit. Employees shall normally be expected to give one (1) calendar months' notice of their proposed vacation period. Nevertheless, both parties recognize that Employees are not always able to give such notice. In the event that UWOFA is involved in a job action against the University, the Employer may request that Employees postpone their vacation period to a mutually agreeable time. Employees shall endeavor to cooperate with such a request and shall not unreasonably refuse such a postponement.
- 25.05** Employees can request an advance on vacation time that has not yet been accrued during the calendar year. Such requests shall not be arbitrarily denied. Should an Employee's employment with the Association cease before the advanced vacation has accrued, the amount of the advanced vacation shall be owing to the Association and reconciled on the last scheduled pay.

ARTICLE 26 – OVERTIME

- 26.01** Employees shall receive overtime pay or time off in lieu as agreed by the Employee for any approved hours worked beyond thirty-five (35) in a given week.
- 26.02** All overtime must be approved in writing, in advance by the President, or designate, or Manager except in the following conditions:
- a) Where overtime is being worked in the presence of a member of the UWOFA Executive, the Grievance or Associate Grievance Officer or the Chief Negotiator, the UWOFA member must verbally acknowledge to the Employee their approval of overtime and notify the President, or designate, or Manager in writing of the approval within forty-eight (48) hours, with a copy to the Employee.
 - b) In the case of an unforeseen/emergency event requiring overtime, the Employee shall notify the President, or designate, or Manager as soon as possible.
- 26.03** Employees will submit their request as per the Employer's procedure including specific work to be accomplished during the overtime period to the Employer and any request for the time to be compensated through time in lieu. The Employer will provide approval or denial of the request within twenty-four (24) hours including whether the compensation will be overtime pay or time in lieu. Overtime will not be compensated through time in lieu without the Employee's consent. Any request will not be unreasonably denied.

- 26.04** Overtime worked Monday to Friday shall be compensated at time and one half (1.5) for all purposes, and overtime worked on Saturday and Sunday and on holidays shall be compensated at double (2) time for all purposes.
- 26.05** Unless designated as time in lieu, overtime will be paid out on the next scheduled pay. Time off in lieu of accumulated overtime compensation shall occur at a time mutually agreed upon by the Employee and the Employer. Such time off will be at the applicable overtime rate. The time must be taken within twelve (12) months of the date on which it is earned. Beyond twelve (12) months, compensation must take the form of overtime pay.

ARTICLE 27 – LEAVES

- 27.01** It is understood that unless otherwise specified, all authorized leaves are without loss of seniority, benefits and pay. The Employer shall permit employees to take leaves of absence in accordance with the provisions of Part XIV of the *Employment Standards Act, 2000*, as amended from time to time, and employees' entitlements shall be governed by the Act, except as amended herein.

27.02 Conferences

The Employer agrees to grant to all full-time employees leave to attend the annual Canadian Organization of Faculty Association Staff (COFAS) conference. Attendance at COFAS is for the purposes of professional development and time spent at the conference outside normal working hours shall not be eligible for compensatory time off or overtime.

Alternatively, full-time employees may, at the Employer's discretion, attend a conference, convention, seminar, workshop, or similar professional or educational event related to UWOFA or to the employee's professional background and/or training as a substitute to the COFAS conference. All such requests must be made in writing at least thirty (30) days prior to the event in question. The total cost (per employee) to the Employer of the substitute to the COFAS conference in any given year shall not exceed the total cost (per employee) to attend the COFAS conference. In addition to maintenance of pay and benefits the Employer shall pay the registration fees and all reasonable travel, room, meals and incidentals, in accordance with the rates established by the UWOFA Reimbursement Policy.

The Employer may, at its discretion, allow part-time employees to attend conferences or similar events in accordance with the above provisions.

On completion of this leave, the employee shall submit a written report to the Executive Committee concerning their activities while on such leave.

27.03 Bereavement Leave

The Employer shall grant Bereavement Leave of up to ten (10) days to an Employee when a death occurs in their family provided that the employee notify the President or designate in advance, if possible. Such Leave shall be with pay.

Reasonable requests for additional days of leave may be granted provided:

- a) the Employee uses accrued vacation or overtime to offset the loss in time; or
- b) the Employer and Employee make some other mutually agreeable arrangement to make up the time.

27.04 For the purposes of this Article, a family member is one who falls under the definitions outlined in the *Employment Standards Act of Ontario* and/or the *Employment Insurance Act* and regulations.

27.05 Compassionate Leave

The Employer shall grant Compassionate Leave of two (2) days to an Employee for extraordinary or compassionate circumstances (e.g., to attend a funeral of friends or relatives not covered in Article 27.04), to attend to urgent health or care needs of members of their family, or to obtain legal counsel. Such Leave shall be with pay.

The Employer may grant additional time off to the Employee provided:

- a) the Employee uses accrued vacation or overtime to offset the loss in time, or;
- b) the Employer and Employee make some other mutually agreeable arrangement to make up the time.

An Employee requiring Compassionate Leave shall notify the President or designate as soon as possible and provide the reasons for the Leave.

27.06 Court Leave

The Employer shall grant paid leave to employees for the period of time they are required:

- a) to be available for jury selection,
- b) to serve on a jury, or

- c) by subpoena or summons to attend as a witness before court, Judge, Magistrate, Coroner, the Houses of Parliament or any committee thereof, the Legislature of Ontario or any committee thereof, or before an Arbitrator.

The employee shall present to the Employer a satisfactory certificate showing the period of such service and pay the Employer the full amount of compensation received for such service excluding any amount received for mileage and/or meal allowance.

27.07 Pregnancy, Parental and Adoption Leave

Following thirteen (13) weeks of continuous service, an employee shall be eligible for pregnancy and/or parental leave as defined in the *Employment Standards Act, 2000*. The terms and conditions of Pregnancy, Parental and Adoption Leaves, including Supplemental Employment Insurance Benefits (salary top up), are outlined in Articles 27.08 to 27.13 below.

27.08 Pregnancy Leave

Pregnancy leave shall extend for up to seventeen (17) weeks and may be initiated at any time within seventeen (17) weeks of the expected delivery date of the employee's newborn baby, but no later than the day the child is born. Notice of intent to take pregnancy leave should normally be made at least three (3) months in advance of the anticipated delivery date, however, notice to begin Pregnancy Leave need only be provided two (2) weeks in advance of the commencement date. The notice period shall not apply if the Employee stops working because of complications caused by their pregnancy or because of a birth, stillbirth or miscarriage.

An employee who makes application for Employment Insurance (EI) benefits and who holds a regular full-time or part-time position is eligible to receive Supplemental Employment Insurance Benefits (SEIB) from the Employer during Pregnancy Leave. Under SEIB during the period of Pregnancy Leave, the Employer shall maintain the employee at one hundred percent (100%) of salary as follows:

- a) one hundred percent (100%) of base salary for full-time employees, or one hundred percent (100%) of average weekly earnings during the prior thirteen (13) weeks for part-time employees, during the one (1) week waiting period prior to the commencement of Employment Insurance benefits;
- b) the difference between Employment Insurance benefits and one hundred percent (100%) of base salary for full-time employees, or the difference between Employment Insurance benefits and one hundred percent (100%) of average weekly earnings during the prior thirteen (13) weeks for part-time employees, for the remaining sixteen (16) weeks of the Pregnancy Leave;

- c) should Employment Insurance cease to provide benefits or alter benefits, or if the employee is not entitled to or is disqualified from receiving EI benefits, the Employer shall maintain a full-time employee at one hundred percent (100%) of their base salary, and a part-time employee at one hundred percent (100%) of average weekly earnings during the prior thirteen (13) weeks, for up to sixteen (16) weeks during the period of Pregnancy Leave; and
- d) in no case shall the total amount of EI pay from the Employer, and any other earnings received by the employee exceed one hundred percent (100%) of base salary for full-time employees or for part-time employees one hundred percent (100%) of average weekly earnings.

The Pregnancy Leave of an employee who is not entitled to take Parental Leave shall end no later than the day that is seventeen (17) weeks after the Pregnancy Leave began or the day that is twelve (12) weeks after the birth, stillbirth, or miscarriage, whichever is later.

27.09 Parental and Adoption Leave

An employee who has taken Pregnancy Leave shall be entitled to Parental Leave of up to sixty-one (61) weeks, and an employee who has not taken Pregnancy Leave and becomes a parent of a newborn or newly adopted child(ren) shall be entitled to Parental Leave of up to sixty-three (63) weeks. Notice of intent to take Parental Leave should normally be made at least three (3) months in advance of the anticipated birth or adoption, however notice to begin Parental Leave need only be provided two (2) weeks in advance of commencing the Leave.

Except where the Leave is taken following an employee's Pregnancy Leave, the Leave shall commence no later than seventy-eight (78) weeks after the day the child is born or first comes into the care or custody of the adoptive parent(s).

In cases where the Parental Leave follows an employee's Pregnancy Leave, the Leave shall commence immediately following the Pregnancy Leave, unless the child has not come into the care and control of the parent at the end of the Pregnancy Leave (e.g., is hospitalized), in which case alternative arrangements respecting the timing of the Parental Leave may be made.

An employee who makes application for Employment Insurance (EI) benefits and who holds a regular full-time position is eligible to receive Supplemental Employment Insurance Benefits (SEIB) from the Employer during Parental leave. Under SEIB during the period of Parental Leave, the Employer shall maintain the employee at one hundred percent (100%) of base salary as follows:

- a) one hundred percent (100%) of base salary during the one (1) week waiting period prior to the commencement of Employment Insurance benefits, where applicable;

- b) the difference between Employment Insurance benefits and one hundred percent (100%) of base salary for ten (10) weeks of the Parental Leave period; no salary top up for Parental Leave periods extending beyond the periods outlined in (a) and (b) above;
- c) should Employment Insurance cease to provide benefits or alter benefits, or if the employee is not entitled to or is disqualified from receiving EI benefits during the periods outlined in (a) and (b) above, the Employer shall maintain the employee at one hundred percent (100%) of base salary for those periods; and
- d) in no case shall the total amount of EI, pay from the Employer, and any other earnings received by the employee exceed one hundred percent (100%) of their base salary.

Parental/Adoption Leave is not available when an employee establishes a spousal relationship with an individual who already has a child(ren), and subsequently adopts the child(ren).

27.10 Extension of Pregnancy/Parental Leave for Medical Reasons

Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy, and/or delivery of the infant, will be treated in accordance with Article 21.01 and 21.02 (Sick Leave and Salary Continuance). Employees unable to return to work because of illness following such a pregnancy leave or subsequent parental leave associated with the birth of a child must notify the Employer as soon as possible.

27.11 Vacation Entitlement and Seniority During Pregnancy/Parental Leaves

Vacation entitlement and seniority shall continue to accrue during the course of any pregnancy or parental leave.

27.12 Benefits During Pregnancy/Parental Leaves

During any period of pregnancy or parental leave, the Employer paid portion of the employee's group insurance benefits premiums and pension contributions shall be continued on the same basis as provided for prior to the leave. Benefits of which the Employer pays the full cost shall continue without interruption or alteration during the course of all pregnancy and/or parental leaves as defined in Article 21 (Benefits). During pregnancy or parental leaves when the employee receives no Supplemental Employment Insurance Benefits (SEIB) from the Employer, at the employee's discretion and provided the employee arranges with the Employer for the payment of the employee share of the costs, those group insurance benefits premiums and pension contributions paid by the employee will be continued.

27.13 Employee's Return Following Pregnancy/Parental Leave

The Employer shall reinstate the employee when the leave ends to the position the employee most recently held with the Employer, if it still exists, or to a comparable position if it does not.

The University of Western Ontario's Manual of Administrative Policies and Procedures (MAPP) 6.11 – Pregnancy and Parental Leaves and Supplemental Employment Insurance establishes the terms, conditions and procedures for these UWO Professional and Managerial Association (PMA) benefits (see Appendix G). Clause 5 stipulates that an employee who has received Supplemental Employment Insurance Benefits (SEIB) during a pregnancy and/or parental leave is expected to return to work for a minimum of six (6) months following the date of return or be indebted to the University for the sum of monies paid to them during their leave. The Parties acknowledge that, in the event that a UWOFA employee fails to return to work for this period, the University of Western Ontario may seek repayment from the employee for the sum of monies paid by Western under the terms of MAPP 6.11 and its associated Procedures as part of the UWOFA-UWO Service Agreement. The employee will not be indebted to UWOFA for the amount of SEIB which, as outlined in the Articles above, is paid above and beyond the PMA benefits.

27.14 Leave of Absence Without Pay

The Employer may grant a leave of absence without pay for up to one (1) year to an employee, providing adequate reason can be shown and subject to the requirements of the Association. Such leave may be extended by mutual agreement. An employee requesting such leave shall submit a written request stating the purpose and the duration of the leave at least two (2) months before the date of the desired absence from work. An employee granted such leave must give the Employer two (2) months written notice of intention to return, and shall be returned on terms no less favourable than those enjoyed previous to such leave, with previous seniority maintained, and at the prevailing rate of pay, except that employees shall not accrue seniority or career progress increments while on leave of absence without pay. Employees may continue to participate in the employee benefit plans by paying the full cost of applicable premiums to the Employer for any full month in which they do not work. If the leave of absence without pay is scheduled for thirty (30) days or less, the Employer shall continue to pay their full rate on benefits.

- 27.15** The Employer reserves the right to refuse simultaneous leaves of absence without pay (as described in Article 27.14 above) to two (2) or more employees.

27.16 Elected to Public Office Leave

Political leave without pay shall be granted to an employee elected or appointed to a full-time paid position with CUPE 2361 (or affiliated labour bodies), federal parliament, provincial parliament, or municipal office. The date upon which political leave becomes effective shall be determined mutually by UWOFA and the individual, but in no case shall it be later than the opening date of the session of the body to which the employee has just been elected. Political leave may extend for six (6) years, or two (2) terms of office, whichever period is greater.

27.17 Cultural and Religious Leave

The Employer recognizes that Employees may need time away from work to attend cultural or religious observances. This leave is not limited to any specific faith, culture, or tradition. Employees shall be granted paid leave to attend such observances. There shall be no reduction in wages.

27.18 The Employer encourages Employees to take time, in consultation with the Manager, on the National Day of Truth and Reconciliation to participate in community events. There shall be no reduction in wages and no requirement to make up hours missed.

ARTICLE 28 – CAREER DEVELOPMENT LEAVE

28.01 A Career Development Leave of up to one (1) year may be granted to pursue studies related to the present responsibilities of the Employee. Such a leave may be granted where the Employer determines that the leave will not interfere with UWOFA's ability to meet its obligations. Career Development Leaves shall be without pay but may be funded by a Deferred Salary Leave according to the provisions of Article 29 (Deferred Salary Leave).

28.02 Entitlement to apply for Career Development Leave shall commence after four (4) years of continuous service. An employee shall be eligible to apply Career Development Leave at the rate of one (1) month of leave for each year of service, plus one (1) month of leave, up to a maximum of twelve (12) months' leave.

- a) An Employee's application for Career Development Leave must be submitted to the Employer at least six (6) months in advance of the anticipated leave. The application must specify the timing of the leave, the period of the leave, the specific reason for the leave and the expected enhancements of skills or knowledge to the Employee. Approval of any such request shall not be unreasonably denied.
- b) In the event a Career Development Leave is granted, the Employee shall confirm their intention to take the Career Development Leave within three (3) months of the date of commencement.

- 28.03** Normally only one (1) employee in the bargaining unit shall be granted Career Development Leave in any twelve (12) month period, i.e., from September 1st to August 31st although the Employer may waive this restriction upon request. When two (2) leaves are granted within any such twelve (12) month period as far as possible the leaves will not be taken concurrently.
- 28.04** Employees granted a Career Development Leave shall be obliged to return to their previous position for a time equal to the period of the leave. Within one (1) month of completion of the leave, the returning employee shall submit a written report concerning their activities and achievements while on leave. This report shall include a grade report where appropriate.

ARTICLE 29 – DEFERRED SALARY LEAVE

- 29.01** Approved unpaid leaves of six (6) months to one (1) year may be funded through a Deferred Salary Leave agreement signed with the Employer. Deferred Salary Leave is intended to allow for a leave of absence funded by the employee at no cost to the Employer during the period of the leave. Such a leave may be granted where the Employer determines that the leave will not interfere with UWOFAs ability to meet its obligations.
- 29.02** Salary may be deferred over a period of one (1) to five (5) years, and the salary deferred is completely used up during the leave.
- 29.03** The decision on the percentage of salary deferred depends on the income required during the years of salary deferral and the income required during the leave. The percentage of nominal salary deferred will range between five percent (5%) and twenty-five percent (25%), depending on the period of deferral and the period of leave.
- 29.04** The salary deferred is retained by the Employer to be deposited into an interest-bearing account with a bank or trust company. The interest rate shall be the maximum rate available.
- 29.05** The provisions of this Article are subject to the relevant provisions of the *Income Tax Act* and any interpretations made by the Canadian Revenue Agency (CRA); any changes in the Act or its interpretation override the provisions of this Article.
- 29.06** During the year(s) of salary deferral, income tax is payable on the actual salary received and also on the interest accrued on the deferred salary. During the leave, income tax is payable on the accumulated deferred salary as it is received and also on the interest accrued during the Leave period.

- 29.07** During the years of deferral the contributions of the employee and the Employer towards the employee's benefits will be based on the employee's total salary (i.e., the sum of the actual salary received and the deferred salary). The employee may elect to pay the cost of benefits and pension contributions during the period of the Deferred Salary Leave. During a Deferred Salary Leave the Employer will not contribute towards the costs of benefits.
- 29.08** Leave cancellation occurs on termination of employment, death or disability of the employee. The deferred salary plus interest will be paid to the employee, beneficiary or estate subject to tax regulations.
- 29.09** Withdrawal or postponement of the Deferred Salary Leave for reasons other than termination of employment, death or disability requires written application to the Employer at least six (6) months before the scheduled leave. The Employer shall approve or deny the application. Government regulations require that if salary has been deferred for the maximum five (5) year period, the leave cannot be postponed.

ARTICLE 30 – TRAVEL ALLOWANCE

- 30.01** Whenever the Employer requires an Employee to use their car on UWOFA business, the Employer shall reimburse the Employee according to the UWOFA Reimbursement Policy, as well as for any related parking charges for which the Employee has receipts. Claims for mileage must be made in writing and include details of the mileage incurred, the date of the incurred mileage, and a description of the conducted business. Mileage already reimbursed as part of conference or event travel is not eligible.
- 30.02** When an Employee comes into work between 7 p.m. and 7 a.m. at the request of the Employer, the Employer shall pay for taxi service to and from the home of the Employee if requested to do so by the Employee.
- 30.03** When an Employee is assigned by the Employer to attend a convention, seminar, workshop, or similar event, the Employer, in addition to maintenance of pay and benefits, shall pay the registration fees and all reasonable travel, room, meals and incidentals, in accordance with rates no greater than those established by the UWOFA Reimbursement Policy. The Employee shall submit a written report to the Manager concerning their activities no later than one (1) month following return from the activity.

ARTICLE 31 – TRAINING

- 31.01** The Parties will attempt to create and foster an environment that encourages the skills training/learning of the Employees. Further, where new or greater skills are required than are already 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 six (6) months during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage rates during the training/learning period of any such Employee and no reduction in pay in the new position.
- 31.02** The training provided for in this Article shall be given during the normal hours of work whenever possible. Any time devoted to training/learning, as approved by the Employer, shall be considered as time worked. Moreover the Employees affected and the Employer shall endeavor to arrive at a mutually agreeable way to decide how to free up time for training/learning for Employees being trained or providing training, whether the training takes place on or off campus.
- 31.03** The Parties acknowledge that the nature of professional work involves self-directed training/learning using available resources. The Employer will make best efforts to provide training/learning and/or instruction when Employees are required to work on new job(s) or operate new piece(s) of equipment.
- 31.04** It is understood that should the Employer require an Employee to receive training/learning outside of London, the time travelled is considered work time.
- 31.05** The Parties acknowledge that skills training/learning and/or upgrading to perform an existing job or job task does not necessarily constitute a job change.

ARTICLE 32 – COPIES OF THE AGREEMENT

- 32.01** The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall provide a copy for each employee and for CUPE 2361 and the Ministry of Labour within sixty (60) days of ratification.

ARTICLE 33 – TECHNOLOGICAL CHANGE

- 33.01** On notification by the Employer that a technological change is to be introduced, or at any time by request from the Union, an ad hoc Joint Committee on Technological Change will be set up consisting of a representative from the Union, two (2) members of the bargaining unit selected by the bargaining unit, and two (2) members of the UWOFA Executive selected by the Executive.

ARTICLE 34 – WORKING CONDITIONS

34.01 General Working Environment

To enable Employees to fulfill their responsibilities, the Employer shall provide facilities and support within the framework of operating requirements.

34.02 Where construction or other similar forms of interference create working conditions which seriously impinge on an Employee's ability to meet their responsibilities, the Employer shall approve remote work.

34.03 Nursing members shall have access to private facilities for the nursing of infants.

34.04 Office Space Assigned to Employees

The Employer shall provide each full-time Employee with a furnished workstation and a telephone. Part-time Employees may be required to share an office and telephone.

34.05 Any reassignment or alteration of office space shall be discussed with the Employee directly affected as soon as the need for reassignment or alteration has been determined.

34.06 Technology and Support Services

Each Employee's office shall be provided with free connection for a computer to the University computer system and the internet.

34.07 Each Employee shall be provided with remote access facilities for internet and Campus Backbone access without charge. Should the University discontinue this service, the Employer and the Union shall discuss an alternative arrangement.

34.08 Work of Other Employee Groups

An Employee shall not be assigned new duties that, as of Date of Contract, were exclusively performed by employees of other employee groups, unless the Employee agrees to such duties.

ARTICLE 35 – REDUCED WORKLOAD

35.01 Any regular full-time Employee may apply in writing to the Employer for a reduced-responsibility appointment for a specified period of time. Such application shall normally be made with three (3) months' notice.

35.02 Under such an appointment, the normal work schedule may be reduced in hours per day, or in days per week (e.g., three (3) days a week), or in months per year (e.g., nine (9) months a year). A Reduced Responsibility appointment shall not be for less than fifty percent (50%) of normal hours of work as set out in Article 23.01 (Normal Hours of Work) of this Collective Agreement.

- 35.03** Each written application shall be considered separately and is subject to approval by the Employer.
- 35.04** The Employer may initiate discussion concerning a reduced responsibility arrangement for a specified period of time. The Employer's proposal shall normally be made in writing with six (6) months' notice. Such arrangements may only be made by mutual consent.
- 35.05** Details of the reduced responsibility arrangements shall be confirmed in a written letter signed by the Employee and Employer, a copy of which shall be placed in the Personnel File.
- 35.06** If such a reduction is granted, salary, vacation, sick leave, and the Employer's contributions to pension and benefits shall normally be reduced in proportion to the work-load reduction, but the Employee may also apply for continuation of benefits on a full-time basis, and the Employer may approve this, depending on the nature of the reduction and the Employer's judgement as to the degree to which it is in the best interests of the Employer and the Employee. Salary increases shall also be applied on a pro rata basis.
- 35.07** Subject to the Canada Revenue Agency (CRA) regulations, for those members who are over age fifty-five (55) and with ten (10) or more years of full-time service when beginning the period of Reduced Responsibility, contributions by the Employer and member to pension and group insurance plans and benefits therefrom shall be on the basis of the deemed continuance of the full-time salary, except in the cases of Short and Long-Term Disability.
- 35.08** Where the Reduced Responsibility appointment has been made at the request of the Employee, the Employer may hire regular part-time or limited-term Employees on a temporary basis to make up for the reduction in time worked.
- 35.09** Regardless of the nature of the reduced work schedule, salary shall continue to be paid on a monthly basis over twelve (12) months unless otherwise mutually agreed upon by the Employee and Employer. Such alternative arrangements shall be documented in writing and included in the Personnel File.
- 35.10** The term of reduced responsibility may be extended by mutual agreement of the Parties. The extension shall be of fixed term. Such agreement shall be documented in writing and included in the Personnel File.

ARTICLE 36 – DURATION OF THE AGREEMENT

- 36.01** This Agreement shall be binding and remain in effect from January 1, 2026 up to and including December 31, 2028 and shall continue from year to year thereafter unless either party gives the other notice in writing within the period of ninety (90) days before the Agreement ceases to operate that it desires to enter into negotiations to amend this Agreement.
- 36.02** Within thirty (30) working days of the receipt of the notice to bargain, the parties shall enter into negotiations for a new Agreement unless mutually agreed otherwise by the parties.
- 36.03** Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE 37 – ANNUAL PLAN AND REVIEW

- 37.01** The President and Vice-President of UWOFA shall meet with each member individually between May 15 and May 31 of each year for the purposes of an Annual Review that will become part of the employee's personnel file. This Annual Review will be conducted using the document entitled Annual Plan and Review for UWOFA Employees in Appendix H. This document may be modified during the period of this Collective Agreement by mutual agreement between the Employer and the Union.

ARTICLE 38 – WORKLOAD

- 38.01** An Employee's workload consists of activities undertaken in fulfilment of their responsibilities as specified in the job description pertaining to the Employee.
- 38.02** Each Employee may request, on an annual basis, a meeting with the UWOFA President, or designate, to review the Employee's workload. The meeting shall take place within fifteen (15) working days of receipt of the request. The Employee may be accompanied by a Union Representative. Within fifteen (15) working days of the meeting, the UWOFA President shall address in writing any workload concerns discussed in the meeting. A copy shall be sent to the Union and placed in the Employee's Personnel File.
- 38.03** A permanent and significant change in an Employee's role may require a change to their job description following the process in Article 19.01 c) Appointments.

ARTICLE 39 – ILLNESS, INJURY AND RETURN TO WORK

- 39.01** A member shall report any accident, injury or illness arising out of and in the course of their employment to the Manager as soon as possible.

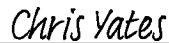
- 39.02** The Parties agree that Employees who have been off work due to injury or illness resulting in temporary or permanent impairment should be returned to active employment as quickly as possible. In recognition of the above, and both the Employer's and the Union's legal obligations under the *Ontario Human Rights Code*, the Parties agree to work together to identify a suitable return-to-work plan.
- 39.03** Before a return-to-work following an illness or injury where the Employee may require accommodation, the Employer may require the Employee to provide medical documentation (i.e., FAF – Functional Assessment Form, or similar assessment(s) provided by a qualified medical professional). Where restrictions have been identified, an accommodation will be considered and, where possible, alternate/modified work shall be assigned in accordance with the identified restrictions/capabilities, whether the disability is permanent or temporary.
- 39.04** The Employer and Employee shall meet to discuss the identified restrictions/capabilities and a return-to-work plan. The Employer shall notify the Union of this meeting and shall inform the Employee of their right to be accompanied by a Union Representative prior to the meeting.
- a) Prior to the meeting, the Employer shall share with the Union information regarding the requirements/duties of the Employee's position and, with the Employee's consent, information relevant to the accommodation.
- 39.05** Written documentation detailing the workplace accommodation arrangement(s) made for the Employee shall be included in the Personnel File with a copy to the Union.

In witness whereof the Parties have executed this Agreement and signed electronically:

For the Union:



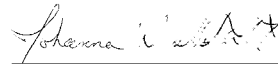
Stacey Clarke



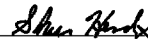
Chris Yates (2026-08-17 10:41:42 EDT)

Chris Yates

For the Employer:



Johanna Weststar



Shawn Hendrikx (2026-08-20 15:41:17 EDT)

Shawn Hendrikx

LETTERS OF UNDERSTANDING

JOB EVALUATION PROCESS

The Parties agree that this Letter of Understanding forms part of the 2026-2028 Collective Agreement for the life of the Collective Agreement.

Whereas the Parties have a shared interest in a fair and equitable pay plan for all positions in the Bargaining Unit;

And whereas the Parties struck a Joint Working Group on Role Evaluation (Joint Working Group) in fulfillment of the Letter of Understanding on Role Evaluation in the 2019-2023 Collective Agreement to address issues with pay structure within the Bargaining Unit;

And whereas the Joint Working Group conducted a Joint Gender-Neutral Job Evaluation Program (Job Evaluation Program) and submitted a final report on June 17, 2022;

And whereas the Parties agree to use the tools of the Job Evaluation Program as appended to this Letter of Understanding (i.e., Glossary, Job Analysis Questionnaire, Job Evaluation Scoring Tool, Job Rating Report, Job Evaluation Advice of Rating Form, Job Evaluation Review Decision Form, Weights Table);

The Parties hereby agree to a Job Evaluation Process as follows:

JOINT JOB EVALUATION COMMITTEE (JJEC)

1. When a job is to be evaluated in accordance with Article 19 - Appointments/Staff Changes, a JJEC shall be struck by the Parties within fourteen (14) working days of the written request.
2. The JJEC shall be composed of two (2) representatives from the Employer and two (2) representatives from the CUPE 2361 Local. Representatives to the Labour/Management Committee (LMC), incumbents of the job to be evaluated and Supervisors of the job to be evaluated shall not be appointed to the JJEC. Each Party may appoint one (1) alternate representative to serve in the case of absences. Alternate members may attend all meetings, but shall have a vote only when actively serving in their role.
3. Quorum to conduct JJEC business shall be two (2) committee members from each Party.
4. Either Party may engage advisors to assist its representatives and attend meetings of the JJEC. Any such advisor shall be entitled to voice but no vote and shall not be considered to be a member of the committee.

5. Employees who serve on the JJEC shall be considered actively at work, with no loss of regular pay for normal hours worked, seniority or service.
6. Meetings of the JJEC shall be chaired alternately by a representative of the Employer and the Union.
7. Meetings shall be held as necessary at a mutually agreed upon time and place and may be called for by either Chair with at least seven (7) working days written notice. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours in advance.
8. Routine business decisions of the JJEC shall be made by a simple majority. Job rating decisions shall require a unanimous decision.
9. Should the committee be unable to reach an agreement, the issue shall be referred by the Co-chairs to the Labour/Management Committee under the terms outlined below in Settlement of Disagreements.

PROCEDURE

10. The following general procedure shall be used by the JJEC to rate jobs:

Step 1

The JJEC shall provide the incumbent(s) and the Supervisor with the Job Analysis Questionnaire (Appendix B) which shall be completed by the incumbent(s) and the Supervisor. The completed questionnaire shall be submitted to the JJEC Co-chairs along with a copy of the current Job Description.

Step 2

The JJEC shall rate the job using the Job Evaluation Advice of Rating Form (Appendix C) and the Job Evaluation Scoring Tool (Appendix D), based on the material submitted through Step 1, interviews with the incumbent(s) and Supervisor and, if deemed required, visits to the workplace. The form evaluates the skill, effort, responsibility, and working conditions involved in the job. Each of these factors is divided into subfactors which provide a standard against which each job is rated to determine its relative worth.

Step 3

The JJEC shall complete the Job Evaluation Advice of Rating Form (Appendix C) and the Job Rating Report (Appendix F), complete with point values according to the Weights Table (Appendix E) and forward these with the current job description to the incumbent(s), Supervisor, UWOPA President and Local Union President.

Step 4

The Parties shall ratify the total point value and the resultant band placement and salary range through a signed Memorandum of Agreement. Notwithstanding, within thirty (30) days of receipt of the completed Advice of Rating Form the Union and/or the Employer may request reconsideration of the job rating in writing to the Co-chairs of the JJEC, stating the reason(s) for disagreement with the rating of the job. The JJEC shall consider the request and communicate its decision to the incumbent(s), Supervisor, UWOFA President and Local Union President using the Review Decision Form (Appendix G).

Step 5

In the event of continued disagreement either Party may, by written notice to the other Party, refer the dispute to the LMC under Settlement of Disagreements.

Step 6

Upon ratification, the Employer shall communicate the resultant band placement and salary range for the evaluated job to the Bargaining Unit.

11. In the application of the job evaluation process, the following general rules shall apply:
- a. It is the content of the job, and not the performance of the incumbent(s) that is being rated;
 - b. Jobs are placed at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition and the description of each degree level;
 - c. The job analysis and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the plan;
 - d. No interpolation of subfactor degrees (i.e. mid-points) is permitted;

SETTLEMENT OF DISAGREEMENTS

12. The LMC shall attempt to resolve any matters relating to the interpretation, application or administration of the Job Evaluation Process.
13. Either Party may engage advisors to assist its LMC representatives in their deliberations. Upon mutual consent of the Parties, any such advisors may attend meetings of the LMC with voice but no vote.

14. Should the LMC be unable to reach an agreement, either Party may, by written notice to the other Party, refer the dispute to an Arbitrator who shall be selected by agreement of the Parties. If the Parties are unable to agree on an Arbitrator, either Party may request the Minister of Labour to appoint an Arbitrator.

15. The Arbitrator's fees and expenses shall be borne equally between the parties.

APPENDIX A – GLOSSARY OF TERMS

Collective Agreement:	The Collective Agreement currently in effect between the employer and CUPE Local 2361.2.
Degree Level:	The actual measurement level within each subfactor.
Duty:	Is made up of a number of tasks.
Factors:	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Gender-neutral:	Any practice or program which does not discriminate between genders men and women.
Increment:	One of a series of fixed rates on a salary range.
Incumbent:	An employee assigned to a job.
Job:	Is made up of a collection of duties and responsibilities.
Job Analysis:	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of that job, through the use of questionnaires, interviews and workplace observation.
Job Analysis Questionnaire:	The tool used to collect and record job data which forms part of the job-related documents.
Job Description:	The written description of a job which includes a summary and a listing of the major duties and responsibilities.
Job Evaluation:	A process which measures the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Plan:	A measuring tool used to rate jobs. It contains subfactor definitions with corresponding degree levels and notes to raters.

Joint Job Evaluation Committee:	The committee is made up of equal representatives from the union and management and is responsible for the implementation of the Job Evaluation Program.
New Job:	A job which is added to the workforce that is sufficiently different from work currently being performed in the workplace that it cannot be assigned to an existing job.
Pay Grade:	A designated salary range within the salary schedule including increments, if any.
Points:	The numerical expression assigned to each degree level within each subfactor.
Position:	Is a collection of duties and responsibilities assigned to one person.
Rating:	The process of relating the facts contained in the job documents to the Job Evaluation Plan and selecting the factor degree levels judged to be appropriate.
Rating Sheet:	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
Salary Schedule:	A listing of job titles, point bandings and pay grades.
Sore-thumbing:	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions. Comparisons may be performed by subfactors or total points.
Subfactors:	Are components of the four (4) major factors.
Task:	A unit of work activity which forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
Total Points:	The sum of all points allocated to each job for all subfactors determined in accordance with the Job Evaluation Plan.

APPENDIX B – JOB ANALYSIS QUESTIONNAIRE

The purpose of this questionnaire is to help you describe your job and tell us the conditions under which you carry it out so we may analyze it. Please read this questionnaire carefully. Provide as much detail as possible and attach additional pages if necessary. You may find that some questions do not relate to your job. If this is the case, please write N/A (not applicable) in the space provided.

All answers will be treated confidentially and will be used solely to develop Job Descriptions and carry out an evaluation of the job. This questionnaire is not about your job performance, and your job performance will have no impact on the evaluation of the position. Employees doing the same job are encouraged to discuss their duties with each other. Group submissions are preferred if each person is in agreement with the response and signs the back page.

It is important that Supervisors read the employees' submissions and are encouraged to make comments. Supervisors are asked not to change an employee's response but to comment in the space provided for each question.

For further information, please contact one of the following Joint Job Evaluation Committee members:

Name:	_____	Tel.:	_____
Name:	_____	Tel.:	_____
Name:	_____	Tel.:	_____

Feel free to keep a copy of the questionnaire once you and your Supervisor have completed and signed it.

Completed forms are to be returned to _____, no later than _____.

IDENTIFICATION:

1. Employee Name:
2. Title of Job:
3. Location of Work:
4. Employee Status:
5. Length of time in this Position:
6. Hours of Work/Shift /Week:
7. Business Telephone Number:
8. Name and Title of your Immediate Supervisor (non-union):
9. Do you report to anyone else? (<i>Name and Title</i>)

PART A – JOB ANALYSIS

QUESTION NO. 1 - KNOWLEDGE

A) In the corresponding columns:

1 - Check the education level **required by your employer** for your job.

2 - Check the education level **you consider** is required to do your job.

EDUCATION LEVEL	1	2
Less than high school graduation	☐	☐
Less than high school graduation plus courses or program – Specify:	☐	☐
High school graduation	☐	☐
High school graduation plus courses or program – Specify:	☐	☐
College – Specify the number of years and name of program: 1 year ☐ _____ 2 year ☐ _____ 3 year ☐ _____	☐	☐
University – Specify the number of years and name of program:	☐	☐
Other – Specify:	☐	☐

B) Do you require a license, formal or professional designation or diploma/certificate for your job?

Please specify.

C) Does your work require the use of computers or word processors?

☐ Yes

☐ No

If yes, what type of work is involved?

☐	Data search and entry
☐	Create and modify word-processed documents
☐	Create and modify complex spreadsheets
☐	Desktop publishing
☐	Advanced bookkeeping, running an accounting program
☐	System support and programming: hardware installation and repair, software installation and troubleshooting
Other – Specify:	
What programs and/or systems are you required to use?	

D) What additional training is required to do your job?

☐	Blueprint reading	☐	Electronics
☐	Cardiopulmonary resuscitation	☐	Hydraulics
☐	Diesel mechanics	☐	Instruction in a second language
☐	Drafting	☐	Mechanics
☐	Driver-operator	☐	Policy interpretation
☐	ECG	☐	Radiology
☐	EEG	☐	Welding
Other – Specify:			

E) What reading and understanding is required on a regular basis?

☐	Understand verbal work orders and instructions.
☐	Read short notes, brief forms or instructions.
☐	Read material such as detailed forms, standard memos or letters.
☐	Read and understand material such as detailed operating and procedure manuals, case histories, blueprints and diagrams, etc.
☐	Read and understand material such as very specialized and technical manuals.
Please give examples of the above:	

F) What writing is required on a regular basis?

☐	Write short notes, brief forms, instructions, or records.
☐	Write material such as standard memos, letters, or detailed forms.
☐	Take minutes of meetings or dictation.
☐	Write straightforward material such as progress reports, procedures, or non-standard letters
☐	Write complex material such as specialized and technical reports.
Please give examples of the above:	

G) What mathematical skills are required on the job?

☐	Little or no mathematical work.
☐	Adding, subtracting, multiplying, dividing.
☐	Calculation of percentages, ratios or averages.
☐	Calculation using mathematical formulas or pre-established equations (i.e. calculus, standard deviations, coefficients of variation, etc.)
☐	Identification and application of a wide range of mathematical or statistical concepts.
Please give examples of the above:	

SUPERVISOR'S COMMENTS ON QUESTION NO. 1	
<i>Are the responses to this question:</i> <i>Do you agree with the responses?</i>	☐ <i>Complete</i> ☐ <i>Incomplete</i> ☐ <i>Yes</i> ☐ <i>No</i>
Comments:	
Supervisor's Initials:	

QUESTION NO. 2 - EXPERIENCE

How many months and/or years of experience (on the job or elsewhere) are needed to acquire the skills necessary to do your job satisfactorily? (i.e. the time required to learn internal and external procedures, resources, as well as specialized skills).

PERIOD OF TIME	PREVIOUS RELATED EXPERIENCE	ON THE JOB EXPERIENCE
up to one month	☐	☐
over 1 up to 3 months	☐	☐
over 3 up to 6 months	☐	☐
over 6 months up to 1 year	☐	☐
over 1 up to 2 years	☐	☐
over 2 up to 3 years	☐	☐
over 3 up to 4 years	☐	☐
over 4 up to 5 years	☐	☐
over 5 years – specify:	☐	☐
Please give examples of the job duties you were considering in making your determination(s):		

SUPERVISOR'S COMMENTS ON QUESTION NO. 2
--

*Are the responses to this question:
Do you agree with the responses?*

☐ Complete ☐ Incomplete
☐ Yes ☐ No

Comments:
Supervisor's Initials:

QUESTION NO. 3 - JUDGEMENT

A) Describe some typical problems that you generally solve on your own:

B) How do you deal with decision-making or problem-solving?

☐	By using own experience/expertise. Provide an example:
☐	By choosing between two or more alternatives. Provide an example:
☐	By referring to the supervisor/manager. Provide an example:
☐	By referring to a manual/policy book. Provide an example:
☐	By referring to industry code. Provide an example:
☐	By consulting legislation. Provide an example:

C) What guidelines, procedures and/or manuals do you refer to when solving problems?

☐	Using established guidelines or methods. Provide an example:
☐	Using some analysis/reasoning to select from a limited range of possible solutions and precedents. Provide an example:
☐	Using considerable analysis/reasoning to select from a wide range of possible solutions and precedents. Provide an example:
☐	By recommending new procedures or solutions. Provide an example:
☐	By developing new procedures or solutions. Provide an example:

SUPERVISOR'S COMMENTS ON QUESTION NO. 3	
<i>Are the responses to this question:</i> <i>Do you agree with the responses?</i>	☐ <i>Complete</i> ☐ <i>Incomplete</i> ☐ <i>Yes</i> ☐ <i>No</i>
Comments:	
Supervisor's Initials:	

QUESTION NO. 4 - MENTAL EFFORT

A) Please describe those duties of your job which require periods of mental, aural (listening) and visual concentration such as operating a switchboard, reading, driving, inputting data, or a combination of the five senses, sight, taste, smell, touch and hearing which in the course of doing the job result in mental/sensory fatigue.

	Duration	Frequency		
Give examples of concentration:	Approx. hrs/day	Once in a while	Several times daily	Most working hours
		☐	☐	☐
		☐	☐	☐
		☐	☐	☐
		☐	☐	☐
		☐	☐	☐

B) Must attention be shifted frequently from one job detail to another?

☐ Yes

☐ No

If yes, please give examples:

C) Are there interruptions or distracting influences?

Please explain:

SUPERVISOR'S COMMENTS ON QUESTION NO. 4	
<i>Are the responses to this question:</i> <i>Do you agree with the responses?</i>	☐ Complete ☐ Incomplete ☐ Yes ☐ No
Comments:	
Supervisor's Initials:	

QUESTION NO. 5 - PHYSICAL ACTIVITY

A) Not including exceptional circumstances, does your job require?

Examples of physical activities:	Up to and including 1hr/day	Over 1hr up to 2hrs/day	More than 2hrs/day
Work in a seated position; driving a car; observation; Specify:	☐	☐	☐
Use of manual tools such as a saw, pliers, hammer, etc.; lifting of light materials (less than 5 kg.); driving of a truck, tractor; operation of the controls of a machine; sweeping, cleaning, shovelling. Specify:	☐	☐	☐
Use of tools such as an asphalt rake, etc.; lifting of materials of moderate weight (over 5 kg up to 10 kg); climbing a ladder; pushing or pulling of carts; moving of equipment or patients in a wheelchair. Specify:	☐	☐	☐
Use of tools such as a sledge hammer; lifting of heavy materials (over 10 kg); operation of pneumatic tools; pushing or holding large equipment; working in a difficult position (leaning, crouching, etc.). Specify:	☐	☐	☐
Lifting, pushing or pulling with extreme effort; the holding or lifting of patients/handicapped students; the pushing or holding of heavy equipment or material. Specify:	☐	☐	☐
Other: Specify:	☐	☐	☐

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B) During the course of a working day or shift, what period of time are you required to:

Activity		Approximate hrs/day
☐	Sit at a desk or machine, etc.	
☐	Walk	
☐	Stand at a counter, or machine, etc.	
☐	Stoop/crouch/kneel	
☐	Climb up and down stairs	

Please explain:

SUPERVISOR'S COMMENTS ON QUESTION NO. 5

Are the responses to this question:

☐ *Complete* ☐ *Incomplete*

Do you agree with the responses?

☐ *Yes* ☐ *No*

Comments:

Supervisor's Initials:

QUESTION NO. 6 - DEXTERITY

- A)** Does your work require hand/eye or hand/foot co-ordination? This can be:
- **fine movement** such as keyboard skills, arc welding, giving injections, drafting, repairing fine instruments/equipment, dispensing oral medications
 - **coarse movement** such as using long/handled tools such as mops and shovels, floor polishers, lawn mowers, stocking shelves, folding laundry, sorting mail.
 - **coarse and fine movements** which are not primary, it is a combination of the two.

Please give examples of movements in your job requiring co-ordination.

- B)** Is speed an additional requirement for the co-ordination of your work?

☐ Yes

☐ No

If yes, explain giving examples:

- C)** Please indicate the type of tools, equipment, machines, etc., you are required to use or operate in carrying out your job duties.

Please specify:

- D)** Are you required to clean, maintain, adjust, service or repair any of the tools, equipment or machines you have listed above?

Please give details:

SUPERVISOR'S COMMENTS ON QUESTION NO. 6	
<i>Are the responses to this question:</i> <i>Do you agree with the responses?</i>	☐ <i>Complete</i> ☐ <i>Incomplete</i> ☐ <i>Yes</i> ☐ <i>No</i>
Comments:	
Supervisor's Initials:	

QUESTION NO 7 - ACCOUNTABILITY

It is recognized that innocent errors can happen when carrying out job duties; such errors are not classed as careless mistakes and are not punishable.

- A)** Which statement best describes the likely consequences of an error in doing your work? Please give examples of significant errors which could be made in your job and indicate the consequences such as delays, financial loss, effect on others, disruption or delay of service.

☐	An error would have little or no direct consequence on others, I could correct it myself. Explain:
☐	An activity involving others could be delayed or an error would result in minor loss of time or resource. Explain:
☐	Others could suffer damages or some physical/psychological discomfort; or an error would result in significant loss of time or resource or some embarrassment within the department. Explain:
☐	Others could suffer significant physical/psychological harm; probable errors could involve considerable expenditures of time or resource or significant embarrassment within the organization. Explain:
☐	Others could suffer permanent physical/psychological impairment; probable errors could involve major expenditure of time or resource or cause severe embarrassment within the organization. Explain:

- B)** What would be the effect of errors on others in terms of the loss of time, the effect on the work or the impact on the public image of the most serious errors that could be committed in the carrying out of your job duties?

Give precise examples of errors and explain their impact:

- C)** How would such errors be discovered, corrected and resolved?

SUPERVISOR'S COMMENTS ON QUESTION NO. 7

Are the responses to this question:
Do you agree with the responses?

☐ Complete ☐ Incomplete
☐ Yes ☐ No

Comments:

Supervisor's Initials:

QUESTION NO 8 - SAFETY OF OTHERS

The workplace, machines, tools and equipment must be safe and employees must observe safety rules.

- A)** Do you work:

☐	Alone
☐	As part of a work team or group (with other employees, whether or not they belong to your organization).

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	How many people are in your team/group?
--	---

B) What potential physical injury or harm could you cause to co-workers and/or others?

Please explain by describing the nature and seriousness of the injury that may occur.

C) What precautions need to be taken to prevent injury to others?

SUPERVISOR'S COMMENTS ON QUESTION NO. 8

Are the responses to this question:

☐ *Complete* ☐ *Incomplete*

Do you agree with the responses?

☐ *Yes* ☐ *No*

Comments:

Supervisor's Initials:

QUESTION NO. 9 - SUPERVISION OF OTHERS

A) Does your job require you to perform any of the following? (include staff, members, contractors, etc.)

	Rarely	Occasionally	Regularly	To whom? (Job Title)
Provide guidance, instruction and direction to others	☐	☐	☐	
Schedule and/or coordinate work of others	☐	☐	☐	
Assign work and/or personnel	☐	☐	☐	
Maintain quality, accuracy, quantity of work of others	☐	☐	☐	
Develop work procedures and training for others	☐	☐	☐	
Other – Specify:	☐	☐	☐	

B) Which statement best describes your responsibility for supervision of others?

☐	No responsibility for supervision of others
☐	Supervise others who do essentially the same work
☐	Supervise others who hold different positions within the same area of activity
☐	Supervise others who hold different positions within different areas of activity
☐	Other – Specify:

C) How many people do you supervise?

SUPERVISOR'S COMMENTS ON QUESTION NO. 9

*Are the responses to this question:
Do you agree with the responses?*

☐ Complete ☐ Incomplete
☐ Yes ☐ No

Comments:

Supervisor's Initials:

QUESTION NO. 10 - CONTACTS

For each of the contacts in the list below identify the usual contacts you are required to make in your job. Use the numbered list to identify the words that best describe the nature or purpose of your contact.

1	Obtain or hand out information	4	Problem solving for others	7	Counsel
2	Explain and exchange information	5	Interpret/resolve conflicts	8	Mediate/negotiate
3	Handle complaints	6	Teach/train	9	No contact
Contacts		#	Explain the purpose or nature of contact		
Business representatives					
Clients					
Contractors/Suppliers					
Employees in the same department as yours					
Employees in another department					
Family					
General public					
Heads of departments (other than yours)					
Patients					
Professional residents and interns					
Representatives of professional agencies/governments					
Salespersons					
Students					
Teachers					

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Volunteers		
Other: Specify:		

SUPERVISOR'S COMMENTS ON QUESTION NO. 10	
<i>Are the responses to this question:</i> <i>Do you agree with the responses?</i>	☐ Complete ☐ Incomplete ☐ Yes ☐ No
Comments:	
Supervisor's Initials:	

QUESTION NO. 11 - DISAGREEABLE CONDITIONS

- A)** Is there some degree of unpleasantness in the day-to-day activities of your job?
 For each condition which is applicable, give an example or indicate not applicable (N/A). Check one frequency level.

Little	Condition/hazard seldom occurs
Occasional	Condition/hazard occurs once in a while (i.e. once in a while on a daily basis or several times daily, but not every day)
Regular	Condition/hazard occurs often (i.e. several times daily, not constantly exposed)
Frequent	Condition/hazard occurs almost every day (consistently exposed, almost all of the time)

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Element	Example or N/A	Little	Occasional	Regular	Frequent
Body wastes and fluids		☐	☐	☐	☐
Chemical/Cleaning substances		☐	☐	☐	☐
Dust/Dirt		☐	☐	☐	☐
Extreme temperatures		☐	☐	☐	☐
Grease/Oil		☐	☐	☐	☐
Inadequate lighting		☐	☐	☐	☐
Inadequate ventilation		☐	☐	☐	☐
Inclement weather		☐	☐	☐	☐
Infectious disease		☐	☐	☐	☐
Interruptions		☐	☐	☐	☐
Lack of privacy		☐	☐	☐	☐
Lack of work space		☐	☐	☐	☐
Moisture/Steam		☐	☐	☐	☐
Noise		☐	☐	☐	☐
Odour		☐	☐	☐	☐
Smoke/Fumes		☐	☐	☐	☐
Travel		☐	☐	☐	☐
Vibration		☐	☐	☐	☐
X-Rays		☐	☐	☐	☐

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Other: Specify		☐	☐	☐	☐
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B) Do you work:	Year round	Spring	Summer	Fall	Winter
Equally indoors and outdoors	☐	☐	☐	☐	☐
Always indoors	☐	☐	☐	☐	☐
Always outdoors	☐	☐	☐	☐	☐
Outdoors more often	☐	☐	☐	☐	☐
Indoors more often	☐	☐	☐	☐	☐

C) What precautions or safety measures do you need to take to avoid a work injury to yourself?

Explain:

Are you exposed to any of the following work pressures and stresses in your job?

☐	Foul language/Verbal abuse. Explain:
☐	Physical abuse. Explain:
☐	Threats. Explain:
☐	Clients, patients, students, taxpayers, general public, etc. who are difficult to deal with. Explain:

SUPERVISOR'S COMMENTS ON QUESTION NO. 11	
Are the responses to this question:	☐ Complete ☐ Incomplete
Do you agree with the responses?	☐ Yes ☐ No
Comments:	
Supervisor's Initials:	

PART B – JOB DESCRIPTION

For your job description to reflect accurately the position you currently occupy, it is essential that you **describe clearly and precisely** all the elements of your job. Do not include any duties you volunteer to do. (Please use an additional sheet of paper, if required.)

1. List the duties you regularly perform EACH DAY and indicate the number of hours.

Approx. hrs/day	DUTY

2. List the duties you regularly perform EACH WEEK and indicate the number of hours.

Approx. hrs/day	DUTY

3. List the duties you regularly perform EACH MONTH and indicate the number of hours.

Approx. hrs/day	DUTY

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- 4.** List the duties you regularly perform ONCE A YEAR or OCCASIONALLY and indicate the number of hours.

Approx. hrs/day	DUTY

5. JOB SUMMARY

In a few words, provide a general description of your job. In other words, what do you do?

EMPLOYEE'S SUMMARY

(Please add any additional information or comments)

Signature: _____

Date: _____

If this questionnaire is being submitted on behalf of a group of employees doing the same job, then each employee must sign to indicate that they agree with the responses.

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

(FORWARD TO YOUR SUPERVISOR FOR REVIEW AND COMMENTS)

PART C – IMMEDIATE SUPERVISOR (NON-UNION)

Supervisors must review and sign this questionnaire as their understanding of the position may differ from that of the employee. ***Do not change the employee's description of their position.*** Remember that the sole purpose of the questionnaire is to provide information to be used by the Joint Job Evaluation Committee to write job descriptions and rate the job. The information provided in the previous pages must not be used to evaluate the employee's performance, and your comments must solely concern job content, not performance.

(Please use an additional sheet of paper, if required.)

SUPERVISOR'S SUMMARY

(Please add any additional information or comments)

Signature of Supervisor

Date

Telephone #

*Please forward the completed questionnaire to the
JOINT JOB EVALUATION COMMITTEE*

APPENDIX C – JOB EVALUATION ADVICE OF RATING FORM

Incumbent's Name:	Job Title:
--------------------------	-------------------

The JJEC shall rate the job using the Job Evaluation Advice of Rating Form (Appendix C) and the Job Evaluation Scoring Tool (Appendix D), based on the material submitted through Step 1, interviews with the incumbent(s) and Supervisor and, if deemed required, visits to the workplace. The form evaluates the skill, effort, responsibility, and working conditions involved in the job. Each of these factors is divided into subfactors which provide a standard against which each job is rated to determine its relative worth.

The following are the ratings that have been assigned to your job:

SUBFACTOR DEFINITION RATING

KNOWLEDGE	Measures the general knowledge and specialized or vocational training necessary to perform the job duties.
Degree Definition (Rating)	
Rating Rationale	
EXPERIENCE	Measures the amount of experience (combination of previous and on the job) required to carry out the job duties.
Degree Definition (Rating)	
Rationale	
JUDGEMENT	Measures the judgement, choice of action and initiative required to carry out the job duties.

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Degree Definition (Rating)	
Rationale	
MENTAL EFFORT	This subfactor measures the period of time wherein mental, visual and/or aural concentration is required on the job. Both the frequency and duration of the effort are to be considered.
Degree Definition (Rating)	
Rationale	
PHYSICAL ACTIVITY	Measures the type and duration of physical activity and duration required to perform the job duties.
Degree Definition (Rating)	
Rationale	
DEXTERITY	Measures the movement/coordination required while considering speed to carry out the job duties.
Degree Definition (Rating)	
Rationale	

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ACCOUNTABILITY	Measures the effect of actions on others and covers the relationship between the nature of the work, the loss of time and resources and the impact of the work on the organization.
Degree Definition (Rating)	
Rationale	
SAFETY OF OTHERS	Measures the amount of care required to prevent injury or harm to others.
Degree Definition (Rating)	
Rationale	
SUPERVISION OF OTHERS	Measures the extent to which an employee is required to supervise the work of others.
Degree Definition (Rating)	
Rationale	
CONTACTS	Measures the nature and purpose of the contact necessary in communicating with others.
Degree Definition (Rating)	

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Rationale	
DISAGREEABLE CONDITONS	Measures the type and frequency of disagreeable conditions or hazards, under which the job duties are carried out.
Degree Definition (Rating)	
Rationale	

Employer Co-chairperson:	Union Co-chairperson:
Date:	Date:

APPENDIX D – JOB EVALUATION SCORING TOOL

SKILL FACTOR

SUBFACTOR 1 - KNOWLEDGE

DEFINITION:

This subfactor measures the general knowledge and specialized or vocational training necessary to perform the job duties in a satisfactory manner and has no relationship to the academic achievement of an employee. The degree levels are normally expressed in terms of formal education or equivalent. Similar levels of achievement can be obtained through related experience, courses or self-improvement.

DEGREES:

1. Less than high school graduation or equivalent.
2. Less than high school graduation plus an additional program/course(s) or equivalent.
3. High school graduation or equivalent.
4. High school graduation plus an additional program/course(s) of up to six (6) months or equivalent.
5. High school graduation plus an additional program/course(s) of over six (6) months and up to one (1) year or equivalent.
6. High school graduation plus an additional program of over one (1) and up to two (2) years or equivalent.
7. High school graduation plus an additional program of over two (2) and up to three (3) years or three (3) years undergraduate degree or equivalent.
8. Undergraduate degree – Four (4) years or equivalent.
9. Graduate level.

SKILL FACTOR

SUBFACTOR 1 - KNOWLEDGE

NOTES TO RATERS

1. Use today's educational levels and standards of your province. It is the level of knowledge normally required using "today's" standards which must be measured, not the educational background of the incumbent.
2. When rating the knowledge subfactor, reference should be made to the Experience subfactor.
3. Additional training/courses required to perform the duties of the job should be considered in this subfactor.
4. The degree level bears no relation whatsoever to the hiring practice of the organization.
5. For jobs coming from an apprenticeship program, only the actual classroom time is measured in this subfactor; time spent learning on-the-job is measured under the Experience subfactor.

SKILL FACTOR

SUBFACTOR 2 - EXPERIENCE

DEFINITION:

This subfactor should be considered when the degree of knowledge is established. It serves as a scale of measurement for the amount of practical experience that an average individual having the appropriate theoretical knowledge, specific education and specialized training, would require to be able to perform the job duties. It includes the sum of (a) and (b):

- a) Experience in any related work or work in lesser positions and other relevant work and life experiences which are necessary for performance of the jobs.
- b) The period of training and adjustment on the job itself.

DEGREES:

- 1. Up to and including three (3) months.
- 2. Over three (3) months, up to and including six (6) months.
- 3. Over six (6) months, up to and including one (1) year.
- 4. Over one (1) year, up to and including two (2) years.
- 5. Over two (2) years, up to and including three (3) years.
- 6. Over three (3) years, up to and including four (4) years.
- 7. Over four (4) years, up to and including five (5) years.
- 8. Over five (5) years.

SKILL FACTOR

SUBFACTOR 2 - EXPERIENCE

NOTES TO RATERS

1. Experience covers the time required to learn the practical application of theoretical knowledge to work problems, and to learn the necessary techniques, methods, practices, procedures, use of forms, routines, etc.
2. Under this subfactor, no consideration is given to the maturing of the individual.
3. It includes the years spent in an apprenticeship or similar training program excluding formal classroom time.
4. Field time required for membership in a professional organization, designation, or requirements for a license should be considered under this subfactor.
5. This subfactor does not measure the actual experience of the incumbent(s) and bears no relation whatsoever to the hiring practice of the organization.
6. Life experiences to include categories such as homemaking, child rearing, participation in sports, clubs, volunteer work, etc.

SKILL FACTOR

SUBFACTOR 3 - JUDGEMENT

DEFINITION:

This subfactor measures the judgement, choice of action and initiative required in applying methods, procedures, or policies to complete the job duties.

DEGREES:

1. The job requires the use of established guidelines that are well defined or detailed. There is little or no choice of action.
2. The job requires the application of established methods or procedures. Work may involve a choice of methods.
3. The job requires adapting established methods or procedures. Work involves a choice of methods or procedures.
4. The job requires that changes be recommended to established methods or procedures. Work involves a choice of methods or procedures or sequence of operation.
5. The job requires the development of procedures.
6. The job requires that changes be recommended to established policies.

SKILL FACTOR

SUBFACTOR 3 - JUDGEMENT

NOTES TO RATERS

1. This subfactor deals with the range of choice of action which is within the scope of the job duties and does not deal with the responsibility for decisions which is dealt with under the Responsibility factor.
2. Consider the initiative required in problem solving, analysis of situations and problems, the application of fundamental principles and the extent to which judgement must be exercised in deciding upon the appropriate choices of action.
3. Evaluate the judgement permitted within the parameters and constraints of the position. No consideration is given to the capabilities of the incumbent.

EFFORT FACTOR

SUBFACTOR 4 – MENTAL EFFORT

DEFINITION:

This subfactor measures the period of time wherein mental, visual and/or aural concentration is required on the job. Both the frequency and duration of the effort are to be considered.

DEGREES:

1. Occasional periods of short duration.
-

2. Frequent periods of short duration;

OR

Occasional periods of intermediate duration.

3. Almost continuous periods of short duration;

OR

Frequent periods of intermediate duration;

OR

Occasional periods of long duration.

4. Almost continuous periods of intermediate duration;

OR

Frequent periods of long duration;

5. Almost continuous periods of long duration.

EFFORT FACTOR

SUBFACTOR 4 – MENTAL EFFORT

NOTES TO RATERS

1. Attentiveness is required for all jobs, rate tasks requiring concentration.
2. Concentration includes activities such as listening, interpreting, reading, watching, driving, inputting data, or when a combination of the five senses, sight, taste, smell, touch and hearing are required in the course of doing the job that result in mental/sensory fatigue.
3. Consider components such as interruptions and the requirements for simultaneous processing of information, (i.e. maintaining concentration despite frequent interruptions or changes in work priorities).
4. a) **Duration** of uninterrupted time is measured as follows:

Short	Up to and including one (1) hour.
Intermediate	Over one (1) hour, and up to and including two (2) hours.
Long	In excess of two (2) hours.

- b) **Frequency** relates to work carried out on a regular basis throughout the year.

Occasional	Once in a while, most days.
Frequent	Several times a day or at least four (4) days per week.
Almost Continuous	Most working hours for at least an average of four (4) days per week.

5. Subfactor Chart

FREQUENCY	DURATION		
	Short	Intermediate	Long
Occasional	1	2	3
Frequent	2	3	4
Almost Continuous	3	4	5

EFFORT FACTOR

SUBFACTOR 5 - PHYSICAL ACTIVITY

DEFINITION:

This subfactor measures the physical activity by the type and duration required to perform the job duties.

DEGREES:

1. Light activity of short duration.

2. Light activity of intermediate duration;

OR

Medium activity of short duration.

3. Light activity of long duration;

OR

Medium activity of intermediate duration;

OR

Heavy activity of short duration.

4. Medium activity of long duration;

OR

Heavy activity of intermediate duration.

5. Heavy activity of long duration.

EFFORT FACTOR

SUBFACTOR 5 - PHYSICAL ACTIVITY

NOTES TO RATERS

1. Consider restriction of movement.
2. a) **Types** of physical exertion:

Light	Sitting (with the ability to take breaks and move around), driving, walking on even surfaces, lifting weights not exceeding five (5) kg.
Medium	Sitting (without the ability to take breaks and move around), standing, climbing stairs, walking on uneven surfaces, lifting weights not exceeding ten (10) kg.
Heavy	Stooping, kneeling, crouching, lifting weights exceeding ten (10) kg.

-
- b) **Duration:** In determining the duration of time, consideration is given to the frequency of the task during the normal workday or shift.

Short	Up to and including one (1) hour.
Intermediate	Over one (1) hour and up to and including two (2) hours.
Long	In excess of two (2) hours.

3. Subfactor Chart

FREQUENCY	DURATION		
	Short	Intermediate	Long
Light	1	2	3
Medium	2	3	4
Heavy	3	4	5

EFFORT FACTOR

SUBFACTOR 6 - DEXTERITY

DEFINITION:

This subfactor measures the level of dexterity required by a job. The levels of manual dexterity are determined by considering the elements of speed and/or hand/eye (or hand/foot) co-ordination. Movements can be either fine, coarse or a combination of the two.

DEGREES:

1. Job requires tasks that demand co-ordination of coarse movements, where, speed is a minor consideration.
-

2. Job requires tasks that demand the co-ordination of coarse movements, where speed is a moderate consideration;

OR

Co-ordination of coarse and fine movements, where speed is a minor consideration.

3. Job requires tasks that demand the co-ordination of coarse movements, where speed is a major consideration;

OR

Co-ordination of coarse and fine movements, where speed is a moderate consideration;

OR

Co-ordination of fine movements, where speed is a minor consideration.

4. Job requires tasks that demand the co-ordination of coarse and fine movements, where speed is a major consideration;

OR

Co-ordination of fine movements, where speed is a moderate consideration.

5. Job requires tasks that demand the co-ordination of fine movements, where speed is a major consideration
-

EFFORT FACTOR

SUBFACTOR 6 - DEXTERITY

NOTES TO RATERS

1. Examples of **coarse** movements are: using long handled tools such as mops and shovels, floor polishers, lawn mowers, stocking shelves, loading and unloading of trucks, folding laundry, sorting and delivering mail, etc.
2. Examples of **fine** movements are: keyboard skills, arc welding, giving injections, drafting, repairing fine instruments/equipment and dispensing oral medications.
3. Subfactor Chart

MOVEMENT	SPEED CONSIDERATION		
	Minor	Moderate	Major
Coarse	1	2	3
Coarse/Fine	2	3	4
Fine	3	4	5

4. Speed consideration is determined by the necessity of performing tasks within a specific period of time.

Minor: Speed is not a significant requirement when undertaking tasks.

Moderate: Speed matters in undertaking tasks but other considerations are at least as important.

Major: The speed with which tasks are undertaken is central to the nature of the work.

RESPONSIBILITY FACTOR

SUBFACTOR 7 - ACCOUNTABILITY

DEFINITION:

This subfactor measures the effect of actions on others and covers the relationship between the nature of the work, the loss of time and resources and the impact of the work on the organization.

DEGREES:

1. Actions have little or no effect and are routinely checked.
-

2. Actions could result in minor loss of time or resources and may affect the work of others.
-

3. Actions could result in significant loss of time, resources;

OR

cause some embarrassment within the department.

4. Actions could result in serious loss of time or resources;

OR

cause significant embarrassment within the organization and have limited impact on its public image.

5. Actions could result in major loss of time or resources;

OR

cause severe embarrassment within the organization and have serious impact on its public image.

RESPONSIBILITY FACTOR

SUBFACTOR 7 - ACCOUNTABILITY

NOTES TO RATERS

1. Consider the nature of the more serious probable errors of the job (regardless of the type or cause), at what stage errors would be detected and their effect.
2. Consider accountability in terms such as:
 - handling money
 - damage or loss involving equipment, supplies or property
 - disruption or delay of service
 - loss of time in detecting and correcting an error
 - inaccuracy of reports or records
 - safeguarding of restricted information
 - morale of others
 - the seriousness of an error
 - embarrassment to the organization, department

RESPONSIBILITY FACTOR

SUBFACTOR 8 - SAFETY OF OTHERS

DEFINITION:

This subfactor measures the degree of care required to prevent injury or harm to others.

DEGREES:

1. Little degree of care required to prevent injury or harm to others.
2. Some degree of care required to prevent injury or harm to others.
3. Considerable degree of care required to prevent injury or harm to others.
4. High degree of care required to prevent injury or harm to others.

RESPONSIBILITY FACTOR

SUBFACTOR 8 - SAFETY OF OTHERS

NOTES TO RATERS

1. This subfactor is not to be seen as conflicting with any and all Health and Safety Regulations in the workplace, nor is it an evaluation of such regulations.
2. It is recognized that all incumbents have a self-disciplined responsibility for the welfare of others which includes their fellow workers. However, some jobs and their locations have more potential hazards than others and it is in this context that the relative differences of "**little**", "**some**", "**considerable**" and "**high**" are used. Before rating this subfactor raters should define under degree of care the meaning of "**little**", "**some**", "**considerable**" and "**high degree**" as it applies to the workplace. Consider the following examples as a guide:

Little	Closing of file drawers.
Some	Posting of "wet floor" signs, stacking supplies.
Considerable	Putting up bed rails, use of heavy equipment, yard duty.
High	Use of hazardous materials, administering medication, driving a school bus.

RESPONSIBILITY FACTOR

SUBFACTOR 9 - SUPERVISION OF OTHERS

DEFINITION:

This subfactor measures the extent to which an employee is required to supervise the work of others such as students, volunteers, employees (full-time, part-time, casual, etc.) of the employer, employees of other organizations.

DEGREES:

1. Supervisory responsibility is not normally part of the job requirement, but there may be a requirement to show others how to perform tasks or duties.
2. The job requires the employee to periodically assume some of the normal supervisory responsibilities over others.
3. The job requires the employee, on a continuing basis, to assume some of the normal supervisory responsibilities over others.
4. The job requires the employee to assume, on a continuing basis, the normal supervisory responsibilities over others. May perform some duties similar to those of the employees supervised.
5. The job requires the employee to assume, on a continuing basis, the normal supervisory responsibilities over others. The work is typified as a full-time Supervisor.

RESPONSIBILITY FACTOR

SUBFACTOR 9 - SUPERVISION OF OTHERS

NOTES TO RATERS

1. **"Periodically"** as used in the second degree means intermittently but with reasonable regularity.
2. To qualify for the third or higher degrees under this subfactor, supervisory responsibility must be a definitely established part of the job requirement and must not be just transient or experimental phenomena.
3. **"Normal supervisory responsibilities"** must include a portion of each of the following:
 - a) Planning, organizing, scheduling, co-ordinating of work.
 - b) Assigning of work and/or personnel.
 - c) Maintaining quality, accuracy, quantity of work.
 - d) Giving advice, guidance, instructions, direction.
 - e) Developing of work methods, procedures or standards.

RESPONSIBILITY FACTOR

SUBFACTOR 10 - CONTACTS

DEFINITION:

This subfactor measures the nature and purpose of the contact necessary when communicating with others, be they co-workers, members of the public or clients. These communications may be in writing, or oral, including sign language, and carrying varying degrees of responsibility for the handling of contacts tactfully and harmoniously.

DEGREES:

1. Maintain working relationships.
2. Explain, exchange data or information.
3. Deal with or settle requests, complaints or clarification of information.
4. Handle contacts of a difficult or specialized nature, for the discussion and resolution of problems by presenting or obtaining detailed information.
5. Frequent contacts of a difficult, specialized or sensitive nature for such purposes as influencing, persuading or securing the co-operation of others.
6. Considerable communication and human relations skills for such purposes as influencing, persuading, motivating, or negotiating with others, and in dealing with highly sensitive issues.

RESPONSIBILITY FACTOR

SUBFACTOR 10 - CONTACTS

NOTES TO RATERS

1. Contacts of a normal supervisory nature are not considered under this subfactor.
2. It is important to analyze the purpose of the contact in conjunction with the nature of the contact. The level of the person contacted is relevant to the extent that it serves as a check on the nature and purpose of the contact.
3. **Working relationships** mean contacts with other staff regarding a work activity.
4. Contacts of a **difficult or specialized nature** are those dealing with a subject area that is complex and typically requires specialized formal training or extensive experience to enable the participants to communicate in a meaningful fashion.
5. **Communication skills** include such skills as oral presentation skills, writing skills, (reports, correspondence) listening and observation skills.
6. **Human relations skills** include such skills as empathy, sensitivity, understanding of human and organizational behaviour, motivational techniques and counselling skills.

WORKING CONDITIONS FACTOR

SUBFACTOR 11 - DISAGREEABLE CONDITIONS

DEFINITION:

This subfactor measures the type and frequency of disagreeable conditions or hazards under which an employee is required to carry out the job duties throughout the year.

DEGREES:

1. The work is performed in an environment with little or no exposure to disagreeable conditions or hazards.

2. The work is performed in an environment with occasional exposure to minor
OR
little exposure to major disagreeable conditions or hazards.

3. The work is performed in an environment with regular exposure to minor
OR
occasional exposure to major disagreeable conditions or hazards.

4. The work is performed in an environment with frequent exposure to minor
OR
regular exposure to major disagreeable conditions or hazards.

5. The work is performed in an environment with frequent exposure to major disagreeable conditions or hazards.

WORKING CONDITIONS FACTOR

SUBFACTOR 11 - DISAGREEABLE CONDITIONS

NOTES TO RATERS

1. Raters should consider the many and varied conditions that prevail in the workplace. The **types** of disagreeable conditions are as follows:

	MINOR
Conditions	Minor conditions of dust, dirt, fumes, heat, cold, noxious odours, noise, vibration, poor lighting, inclement weather, poor ventilation, congested workspace, interruptions, lack of privacy, limited travel, radiation from equipment. Exposure to rudeness or profanity.
Hazards	Minor health and accident hazards involving more serious cuts, bruises, muscle strain or some exposure to disease or contamination and the possibility of lost time.

	MAJOR
Conditions	Extreme conditions of dust, dirt, fumes, heat, cold, noxious odours, noise, vibration, poor lighting, inclement weather, poor ventilation, congested workspace, lack of privacy, travel fifty percent (50%) of the time, radiation from equipment.
	Exposure to verbal and physical abuse, behaviourally difficult clients, residents, patients, members of the public, etc.
Hazards	Health and accident hazards of a serious nature involving aggressive clients, dangerous equipment or procedures or work with hazardous materials. Exposure to infectious disease, serious injuries that require medical attention and involves lost time.

2. The **frequency** of exposure to undesirable working conditions must be related to work carried out on a regular basis throughout the year.

Little	Condition/hazard seldom occurs;
Occasional	Condition/hazard occurs once in a while (i.e. once in a while on a daily basis or several times daily, but not every day);
Regular	Condition/hazard occurs often (i.e. several times daily, not constantly exposed);
Frequent	Condition/hazard occurs almost every day (constantly exposed, almost all of the time).

Subfactor Chart

CONDITION/ HAZARD	FREQUENCY			
	Little	Occasional	Regular	Frequent
Minor	1	2	3	4
Major	2	3	4	5

3. Do not consider conditions that are recognized and provided for under the terms of the Collective Agreement (i.e. Shift Premium).

APPENDIX E – WEIGHTS TABLE

Degree	KNO	EXP	JUD	MEN	PHY	DEX	ACC	SAF	SUP	CNT	WKC
1	14	13	13	10	5	5	13	5	6	9	7
2	28	26	26	20	10	10	26	10	12	18	14
3	42	39	39	30	15	15	39	15	18	27	21
4	56	52	52	40	20	20	52	20	24	36	28
5	70	65	65	50	25	25	65		30	45	35
6	84	78	78							54	
7	98	91									
8	112	104									
9	126	117									

Title Abbreviations

Degree	A rating unit of a subfactor
KNO	KNOWLEDGE
EXP	EXPERIENCE
JUD	JUDGEMENT
MEN	MENTAL EFFORT
PHY	PHYSICAL ACTIVITY
DEX	DEXTERITY
ACC	ACCOUNTABILITY
SAF	SAFETY OF OTHERS
SUP	SUPERVISION OF OTHERS
CNT	CONTACTS
WKC	DISAGREEABLE CONDITIONS

APPENDIX F – JOB RATING REPORT

Use the Weights Table (Appendix E) to complete this rating sheet. Multiply the assigned degree rating with the weight value for each corresponding sub-factor to achieve the weighted points value for each sub-factor. Add the total points for each sub-factor to achieve the total points for the job.

**The University of Western Ontario Faculty Association and CUPE Local 2361.2
Collective Agreement Expiring December 31, 2028**

JOB TITLE:			DATE:	
#	SUBFACTOR	SUBSTANTIATING DATA	DEGREE	POINTS
1	KNOWLEDGE			
2	EXPERIENCE			
3	JUDGEMENT			
4	SENSORY DEMANDS			
5	PHYSICAL EFFORT			
6	DEXTERITY			
7	ACCOUNTABILITY			
8	PHYSICAL SAFETY OF OTHERS			
9	DIRECTION OF OTHERS			
10	CONTACTS			
11	WORKING CONDITIONS			
			TOTAL POINTS	

APPENDIX G – JOB EVALUATION REVIEW DECISION FORM

Incumbent's Name:	Job Title:
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RATING RESULTS: ☐ **No Change** ☐ **Change**

COMMENTS:

Employer Co-chairperson:	Union Co-chairperson:
Date:	Date:

Send copies to:	Incumbent(s)	Supervisor	Union President
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BENEFITS FOR PART-TIME EMPLOYEES

The Parties agree that this Letter of Understanding forms part of the 2026-2028 Collective Agreement for the life of the Collective Agreement.

1. Solely for the purpose of providing benefits to a part-time employee, their hours of work will be increased to full-time equivalent hours (i.e., twenty-five (25) hours per week) and then immediately they shall be placed on a Reduced Workload documented according to Article 35.05 (Reduced Workload). The extent of the Reduced Workload will reflect the difference between their current part-time hours of work and the full-time equivalent hours.

TRANSITION OF PERSONNEL FILE

The Parties agree that this Letter of Understanding (LOU) forms part of the 2026-2028 Collective Agreement for the life of the Collective Agreement.

WHEREAS UWOFA has transitioned to an online data storage and management system using Google Workspace; and

WHEREAS the Parties agree to convert the existing physical Personnel Files to electronic files;

The Parties agree to the following:

1. Within four (4) months of the ratification of this Agreement and with notification to each Employee, the President (or designate) and Manager shall:
 - a) Review the contents of the physical Personnel File for each Employee and remove and destroy files according to the UWOFA Documents Management Policy (Article 7, Rights of Employees and Article 14, Discipline);
 - b) Scan any remaining documents and store them as individual electronic files in the Employer's cloud storage system;
 - c) Securely destroy each physical document that has been transitioned to an electronic format.
2. Employees shall have the right to review the contents of their physical Personnel File under the following terms before the actions described in Clause 1 of this LOU are initiated:
 - a) Upon two (2) days' notice an employee shall have the right to review and photocopy the contents of their personnel file during normal working hours in the presence of the President or designate; the employee may be accompanied by an authorized CUPE representative.
3. Employees shall have the right to review the contents of their electronic Personnel File under the terms of Article 7.11 mentioned above following the actions described in Clause 1 of this LOU.

APPENDIX A – UWOFA EMPLOYEES' SENIORITY DATES

Yasmeen Hakooz	Operations Officer	September 1, 2023
Tolga Karabulut	Member Services Officer	December 11, 2023
Lina Rodriguez	Member Services Officer	September 14, 2015
Bethany Taylor	Communications and Engagement Officer	February 12, 2024
Leslie Boisvert	Research and Data Officer	May 26, 2025

APPENDIX B – JOB DESCRIPTIONS

JOB TITLE: OPERATIONS OFFICER

REPORTS TO: UWOFA President or Designate

A. OVERALL PURPOSE OF THE JOB:

Reporting to the President or designate, the Operations (OO) is responsible for supporting the internal operations and administrative needs of UWOFA, including maintaining the files of the Association. The OO provides support to the President and to the Board and Association Committees. The OO maintains the highest degree of confidentiality.

B. SPECIFIC ACCOUNTABILITIES OF THE JOB:

- as assigned: assists with inputting and monitoring expense reports, supply, event and hospitality budgets and monitoring those budget lines; prepares reports, statements, and statistical data; maintains a UWOFA credit card.
- as assigned: receives and verifies invoices, prints cheques for signature, reconciles CAUT and OCUFA dues statements with membership records.
- as assigned: assist with the annual audit and annual budget.
- Coordinates release time and payment-in-lieu.
- oversees the UWOFA award endowments.
- assesses administrative work needs of the Association; handles day-to-day operations of the Association office and strike operations; supports the development and implementation of office procedures and policy as assigned and monitored by the President; requests quotes for and coordinates purchase of new office equipment and supplies.
- co-ordinates Board, Executive, Stewards' Council and General Meetings, serves as the recording secretary and prepares draft agendas and minutes; assists with onboarding and training for new Members, Board and Committee Members and Stewards; supports UWOFA Committees and Committee Chairs.
- maintains the files of the Association, including the records of the Association, correspondence, university documents, CAUT and OCUFA documents, and the local archives; assists with maintaining membership records; assists in ensuring compliance with organizational bylaws and policies.
- co-ordinates votes of the Association including responsibility for maintaining electronic voting site.
- prepares and co-ordinates surveys generated by UWOFA committees or Board (using relevant software) as required.
- supports the co-ordination of social events of the Association.
- other duties as assigned.

C. REQUIRED KNOWLEDGE, EXPERIENCE, SKILL AND EFFORT:

- A University degree.
- Knowledge of the UWO environment and familiarity with a unionized workplace.
- Experience with financial management and budgeting.

- Proficiency in working with appropriate software (e.g. word processing, spreadsheets and database management, project management and website management).
- Strong communication and interpersonal skills.
- Ability to prioritize conflicting demands.
- Demonstrated flexibility, initiative and the ability to work effectively as part of a team and the ability to work independently.

D. WORKING CONDITIONS:

The successful incumbent will work in normal office conditions with potential for Remote Work on occasion and as circumstances permit. Mobility to move around a university campus is required from time to time.

JOB TITLE: COMMUNICATIONS & ENGAGEMENT OFFICER

REPORTS TO: UWOFA President

A. OVERALL PURPOSE OF THE JOB:

To develop, implement, manage and evaluate communication, engagement and advocacy strategies and campaigns as identified by the UWOFA Board across a variety of media platforms, for a variety of audiences and purposes. Specifically, will work with developing and mobilizing faculty, librarian and archivist leaders. The individual in this position works in consultation with and reports to UWOFA leadership most notably the communications and mobilization chairs.

B. SPECIFIC ACCOUNTABILITIES OF THE JOB:

- Coordinate, project manage, and lead communication and engagement strategies and campaigns that are developed with UWOFA leadership including planning, drafting, vetting, and carrying to final Executive approval, all UWOFA communications and outreach strategies, media releases, advocacy campaigns and other messages for the media and UWOFA members.
- Provide communication and engagement support by educating and training UWOFA leaders as well as staff on how to successfully develop volunteer member organizers to engage members, and build solidarity, through workshops, education events, conferences, event planning and the creation of relevant materials.
- Assist in developing a strong network of local stewards or equivalent positions to work with faculty association leadership in administering the collective agreement and building solidarity within the faculty association.
- Write, produce conceptual designs, edit, and project manage the brand identity and creative elements for UWOFA in all areas of digital and print publications including but not limited to: websites, social media, FAQs, presentations, emails and notices.
- Manage the UWOFA website including ensuring full cross-platform functionality, design, and content.
- Evaluate the effectiveness of communication and engagement strategies and

- campaigns and provide insights and recommendations to the UWOFA Executive.
- Maintain member's lists and other lists pertinent to UWOFA communications and engagements through tools that ensure efficiency and accuracy.
- May observe collective bargaining for the purpose of understanding key issues and collaborating with negotiating committee to develop bargaining support materials for internal and external audiences.
- Carry out other duties to bring to fruition comprehensive communication and engagement strategies and campaigns; as well as other duties that may be assigned from time to time as the needs or circumstances of UWOFA change.

C. REQUIRED KNOWLEDGE, EXPERIENCE, SKILL AND EFFORT:

KNOWLEDGE/EXPERIENCE:

- A University degree in a related field.
- Minimum of 3 years relevant experience in the labour movement (or a comparable combination of education and experience).
- In-depth knowledge of unions and collective bargaining issues an asset, including demonstrated understanding of internal member organizing and campaign coordination tools and processes.
- Working knowledge of best practices related to written, digital and media communication strategies and tools required.
- Knowledge of the Ontario higher education sector an asset.

SKILL:

- Excellent communication and interpersonal skills and ability to synthesize and filter a large amount of information in a succinct and accessible manner.
- Experience with meeting facilitation and adult education principles.
- Demonstrated expertise in professional writing, including plain language, AODA compliance, web content, internal and external communications.
- Strong analytical, planning, organizational, problem-solving and time management skills.
- High level of computer literacy including experience with graphic design and web design technologies and best practices.
- Proven skills in project management and campaign development, implementation, and leadership including ability to formulate and deliver on short-term and long-term communication and organizing plans, member development and capacity building goals.

EFFORT:

- Ability to take initiative, be self-directed and creative in developing campaigns and engagement tools.
- Ability to work independently and as a member of a diverse, multi-disciplinary team in an environment subject to tight deadlines in a dynamic and changing environment.
- Provides effective and timely communications to the President and any appropriate Committee Chair.

D. WORKING CONDITIONS:

The successful incumbent will work in normal office conditions with potential for Remote Work on occasion and as circumstances permit. Mobility to move around a university campus is required from time to time.

JOB TITLE: MEMBER SERVICES OFFICER

REPORTS TO: UWOFA President

A. OVERALL PURPOSE OF THE JOB:

To act as the first point of contact for members, handling member inquiries and managing cases from initiation to resolution regarding matters related to the Collective Agreements, the rights and responsibilities of members, benefits and pension, and all other matters within the purview of the Grievance Committee. To provide fulsome administrative, research and logistics and information management support to the Grievance Committee and to provide informational support to UWOFA Executive/Board, Committees, Councils, Working Groups and teams as required, including member education related to the Collective Agreements and the mandate of UWOFA.

B. SPECIFIC ACCOUNTABILITIES OF THE JOB:

- Provide timely, clarifying, interpretative, application and administrative information to members in support of member education and ensuring adherence to the Collective Agreement.
- Support the creation and delivery of value-added member education.
- Provide timely, proactive and accurate administrative and data support to the Grievance Committee including but not limited to: minute taking; managing grievance and arbitration documentation; supporting and advising case officers; updating databases; maintaining lists, waivers, scheduling/logistics.
- Provide timely and accurate informational support to UWOFA Board, committees, working groups and other bodies, as required.
- Develop and maintain professional working relationships with relevant Employer-side counterparts to promote information exchange and the timely resolution of member inquiries.
- Responsible for maintaining the highest standards of privacy and confidentiality regarding sensitive information and always conducting oneself with integrity and discretion.
- Any other task, duty or work assignment as directed by the UWOFA Executive or designate that is appropriate for the knowledge, experience, skill and effort required for this role.

C. REQUIRED KNOWLEDGE, EXPERIENCE, SKILL AND EFFORT:

KNOWLEDGE/EXPERIENCE:

- University Degree in labour relations or related discipline.
- Minimum of 3 years of experience in a recent related role in a member driven organization.
- Service provision in a unionized context.
- Labour, employment and human rights law, collective agreement interpretation, grievance handling and drafting legal documents.
- Demonstrated understanding of the collective bargaining process.
- Knowledge of academic unions and academic collective bargaining issues an asset.
- Knowledge of the Ontario higher education sector an asset.

SKILL:

- Ability to understand, interpret and adhere to employment policy and procedure manuals, specifically Collective Agreements.
- Excellent written and verbal communication skills, including the ability to actively listen to members and use a spirit of inquiry approach to understand member concerns.
- Demonstrated ability to build trust and rapport with a wide variety of people to be an effective first point of contact for members.
- Solid time management skills with the flexibility to effectively prioritize and adapt.
- High degree of proficiency with relevant technologies and computer software (e.g., spreadsheets, databases, collaboration tools and word processing) – familiarity with Mobilis would be an asset.

EFFORT:

- Takes initiative, is self-directed identifies needs and opportunities and is solution oriented.
- Works effectively and cooperatively as a member of a diverse, multi-disciplinary team in a high-volume office environment subject to tight deadlines and shifting and competing priorities.
- Exercises extreme discretion and good judgement.
- Ensuring adherence to the Collective Agreement at all times.
- Providing effective and timely communications to the President and any appropriate Committee Chair to ensure that they are fully briefed on any problems or concerns that might arise.

D. WORKING CONDITIONS:

The successful incumbent will work in normal office conditions with potential for Remote Work on occasion and as circumstances permit. Mobility to move around a university campus is required from time to time.

JOB TITLE: RESEARCH & DATA OFFICER

REPORTS TO: UWOFA President

A. OVERALL PURPOSE OF THE JOB:

The Research and Data Officer will support all UWOFA functions with various research needs including identifying research and data needs, data collection, analysis and presentation, project managing research projects.

B. SPECIFIC ACCOUNTABILITIES OF THE JOB:

- Responsible for providing high-quality research for UWOFA including quantitative and qualitative data collection, analysis and management.
- Responsible for evaluating and identifying research and data needs through internal and external environmental scans and consultation with UWOFA Board and committees.
- Often in collaboration with UWOFA committees and staff, contribute to knowledge mobilization through the production of research reports, briefs, visualizations and other materials for internal and external use.
- Participate in the presentation of research data to relevant internal and external stakeholders, as required.
- Manage research projects and timelines.
- Assess, develop and manage office technologies, software, tracking systems, archiving systems and other processes in support of efficient, timely and accurate information access and reporting.
- Any other task, duty or work assignment as directed by the UWOFA Executive or designate that is appropriate for the knowledge, experience, skill and effort required for this role.

C. REQUIRED KNOWLEDGE, EXPERIENCE, SKILL AND EFFORT:

KNOWLEDGE/EXPERIENCE:

- University Degree, completion of a thesis or other major research project an asset.
- Demonstrated proficiency in basic qualitative and quantitative research tools and methodologies.
- Demonstrated success in developing, conducting and managing research projects, synthesizing information and disseminating data/findings.
- TCPS2 certification or equivalent.
- Strong knowledge of university environment.
- Prior experience working in and for a unionized environment an asset.
- Familiarity with UWOFA or similar organization an asset.

SKILL:

- Technologically proficient and competent using contemporary software and internet applications.
- A deep understanding and use of databases is mandatory.

- Strong project management, task prioritization and time management skills.
- Outstanding communication skills, both written and oral.
- Demonstrated ability to work independently and cooperatively with others in a dynamic environment.
- Ability to quickly develop and maintain positive relations at work.

EFFORT:

- Takes initiative, is self-directed, identifies needs and opportunities and is solution oriented.
- Works effectively and cooperatively as a member of a diverse, multi-disciplinary team in a high-volume office environment subject to tight deadlines and shifting and competing priorities.
- Exercises extreme discretion and good judgment in data handling and disclosure.
- Provides effective and timely communications to the President and any appropriate Committee Chair.

D. WORKING CONDITIONS:

The successful incumbent will work in normal office conditions with potential for Remote Work on occasion and as circumstances permit. Mobility to move around a university campus is required from time to time.



Western 

My Benefits

**For Eligible Full-Time Members
of the Professional and
Managerial Association (PMA)**

November 2025

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» Benefits at-a-Glance

BENEFIT	FEATURES
HEALTH CARE	• Compulsory unless covered by spouse's plan • 85/15 Co-insurance – The plan pays 85% of most medical/dental costs. You pay 15% up to a maximum yearly total of \$450 for single coverage/\$900 for family coverage in combined health care and dental expenses. Expenses above the maximum will be reimbursed at 100%. • Prescription drugs • Dispensing fee - \$6.11 per prescription • Vision care - \$300 per person every two years (Laser eye surgery eligible) • Paramedical services • Hospital care – semi-private/private • Medical services and supplies, including hearing aids • Emergency Travel Assistance plan - \$200,000 per person per 90 day trip

BENEFIT	FEATURES
DENTAL PLAN	• Compulsory unless covered by spouse's plan • 85/15 Co-insurance – Out of pocket maximum per year combined with health care (\$450 Single/\$900 Family) • Based on current year's Provincial Fee Guide in province where service is rendered • Basic Services • Supplementary Basic Services (e.g. root canal) • Major Restorative Services (crowns, bridges) and dentures
FLEXIBLE BENEFIT CREDITS	• \$2,000 per year • Your choice annually where to allocate these flexible benefit credits • Allocate to HCSA and/or PER annually

BENEFIT	FEATURES
HEALTH CARE SPENDING ACCOUNT (HCSA)	• Annual Base amount of \$300 • Can be used to pay many medical and dental expenses not covered or only partially covered by Health Care and Dental plans for you and your eligible family members
LIFE INSURANCE	• Basic Life Insurance – two times annual base salary on your life (compulsory life insurance) • Optional Life Insurance – up to an additional five times annual base salary on your life (Basic and Optional Life maximum benefit - \$1,000,000) • Dependent Life Insurance - \$40,000 (spouse) and \$10,000 (each eligible child)
ACCIDENT INSURANCE	• Voluntary Accident Insurance – increments of \$10,000 (maximum \$500,000) • 24-hour protection against accidents worldwide • Coverage for you or you and your eligible dependents

BENEFIT	FEATURES
SHORT-TERM SALARY CONTINUANCE/LONG TERM DISABILITY	• Protection against loss of income due to medically supported injury or illness • Salary continuance – 100% salary up to a maximum of 15 weeks (105 consecutive working days) • Long Term Disability – 70% of your normal basic monthly salary– maximum benefit \$6,000 per month
ADMINISTRATIVE PENSION PLAN	• Defined contribution plan • Your contribution – 5.5% of pensionable earnings • Employer contribution – Under 10 years, 8.0%, 10 to 19 years, 8.5% and 20 or more years, 8.5% (9% if your contribution is 5.5%). • Wide range of investment options and option for voluntary contributions
POST-RETIREMENT BENEFITS	• Health and Dental Care • Emergency Travel Assistance plan – \$200,000 per person per trip (60 day duration) • Retirement Death Benefit - \$15,000

BENEFIT	FEATURES
OTHER BENEFITS	• Vacation – plus additional days Western designates annually • Dependent Tuition Scholarship • Caregiving Days • Recognition programs for long service and retirement • Supplemental income for maternity/parental leaves • Employee Assistance Program • Professional Expense Reimbursement • Educational Funding • Leaves and other workload arrangements • Disability Management - services from an ergonomist, a rehabilitation nurse and an occupational therapist

» Eligibility

To be covered by the Western active group benefits program, you and your dependents must reside in Canada, and meet the following eligibility requirements:

EMPLOYEE	An employee who is actively employed in a full-time PMA position is eligible for coverage on their first day of full-time active employment.
SPOUSE	- The person to whom you are legally married; or - The person who has continuously lived with you in a conjugal relationship outside marriage for at least one year Note: The person you designate as your spouse is recognized until such time you advise otherwise. Any dissolution of a marriage through divorce, or in the case of common-law marriage, actual separation for more than 90 days, results in the loss of status of spouse. Contact Human Resources to remove your ex-spouse from your benefits.
DEPENDENT CHILDREN	“Child” means a natural, legally-adopted, step or foster child of yours, or of your spouse who is: - An unmarried dependent child under age 21, not engaged in full-time employment and dependent on you or your spouse for financial support; or - An unmarried dependent child under age 25 and a full-time student, not engaged in full-time employment and dependent on you or your spouse for financial support; or - Dependent on you for maintenance and support because of a mental or physical infirmity that began while the child was under age 21, or age 25 if the child was a student. A child of a spouse who is not legally married to you is eligible if the child’s primary residence is with you, the employee. Coverage will continue until the end of the month following the date the child is no longer eligible for coverage as described above.

DEPENDENT CHILDREN STUDYING OUTSIDE CANADA

We recommend that medical coverage be purchased through the academic institution your child is attending. Some schools will not accept the Canadian plan’s travel coverage when there are dollar limits (annual or lifetime) on essential benefits. It is typically a minimum requirement of the school that foreign students purchase their student insurance plan.

HEALTH AND DENTAL COVERAGE OPTIONS WHEN NO LONGER ELIGIBLE

The insurance provider offers a full line of individual and family health and dental plans specifically designed for employees and/or their dependents that no longer have group health and dental coverage. Application for coverage must be made within 60 days of termination of benefits from your group health or dental plan. Further information including the application can be found on the Manulife CoverMe website or by contacting Human Resources at 519-661-2194.

» Health Care

Your basic medical needs including doctor visits, hospitalization, many tests and vaccinations are covered by your provincial health plan. Once you reach age 65, some provinces provide a provincial plan that covers prescription drugs. In Ontario, this plan is called the Ontario Drug Benefit (ODB) plan. Western's Health Care plan helps you with expenses not covered by the provincial plan or other government-sponsored programs.

Coverage under the Western plan is available only to a person who is eligible for benefits under his or her provincial health care plan or under another plan providing comparable benefits.

WHAT'S COVERED

Depending on the treatment, the health care plan covers all or 85% of the cost of eligible health care expenses, subject to limits on certain benefits and a prescription drug dispensing fee cap. The expenses must be:

- Medically necessary (as determined by the insurance provider) for the treatment of illness or injury and, in most cases, prescribed by a licensed medical practitioner
- In the insurance provider's opinion, reasonable and customary expenses
- Not covered under the provincial plan or any other government-sponsored program
- Not in excess of any stated maximums
- Used as prescribed or recommended by a physician
- In the insurance provider's opinion due diligence for the drug, supply or service has been completed where required
- A medication that has been approved for use by Health Canada and assigned a drug identification number

New drugs, existing drugs with new indications, services and supplies are reviewed by the insurance carrier using their due diligence process. The insurance provider will decide to either i) include, ii) include with Prior Authorization criteria, iii) exclude or iv) apply maximum limits for the new or existing drug/services/supplies.

The insurance provider maintains a list of drugs, services and supplies that require prior authorization. Prior authorization is applied to ensure that the therapy prescribed is medically necessary. Where there are lower cost alternatives, you or your eligible dependents may be required to have tried an alternative treatment. To see the list of drugs requiring prior authorization, visit the insurance provider's plan member site. The most up to date listing can be found under Forms - Plan Member Brochures.

At the insurance provider's discretion, medical information, test results or other documentation may be required to determine the eligibility of the drug, service or supply.

The insurance provider has the right to ensure you or your dependents access their exclusive distribution channels where applicable when purchasing a drug, service or supply.

The insurance provider may require you or your dependents to apply and participate in any patient assistance program(s) and reserves the right to reduce the amount of a covered expense by the amount of the financial assistance you or your covered dependents are entitled to receive under a patient assistance program.

We suggest that you check with the insurance provider before incurring large expenses.

In the event that a provincial plan or government-sponsored program or plan or legally mandated program excludes, discontinues or reduces payment for any services, treatments or supplies covered in full or in part by such plan or program, this plan will not automatically assume coverage of the charges for such treatments, services or supplies, but will reserve the right to determine, at the time of the change, whether the expenses will be eligible or not.

OUT OF POCKET MAXIMUM

The maximum you will pay for **combined** health care and dental expenses in a calendar year is \$450 for a single person or \$900 for a family. If you reach the maximum, you will be reimbursed at 100% for eligible expenses the remainder of that year. This co-insurance arrangement does not apply to internal maximums already defined within the plan such as:

- Paramedical services
- Vision care
- Major restorative benefits under the dental plan
- \$6.11 dispensing fee cap

If your status changes between single and family coverage part-way through the year, any out of pocket expenses covered by the plan you've incurred towards the single or family maximum will be included in the combined maximum for that calendar year.

Example: You and your spouse incur eligible health and dental expenses from January to July totaling \$6,000 for which the Western plan paid 85% (\$5,100) and you were out of pocket \$900. The remainder of the eligible expenses for the balance of the calendar year will be paid at 100%.

Reasonable and Customary Limitations apply to health care and dental benefits. This means claims are adjudicated based on the lowest of the:

- Prevailing amount charged for the same or comparable service or supply in the area in which the charge is incurred, as determined by the insurance provider
- Amount shown in the applicable professional association fee guide
- Maximum price established by law

Temporarily living outside of Canada

You should contact the local [ServiceOntario](#) centre to make arrangements for continuous Ontario Health Insurance if you are planning on leaving Canada for a period exceeding 212 days in any 12-month period. Further information can be found on the [Ministry of Health website](#).

Medically Necessary

Means the treatment, service or supply must be accepted and recognized by the Canadian medical profession and the Insurer as effective, appropriate and essential treatment of a phase of an illness or injury. The insurance provider has the right after due diligence has been completed to determine whether the drug, service or supply is eligible under the plan.

PRESCRIPTION DRUGS 85% COVERAGE

With the exception of two categories of drugs, most eligible prescription drugs are covered at 85% when prescribed in writing by a physician or dentist and dispensed by a licensed pharmacist. The drug must legally require a prescription. This includes compounded preparations provided at least one of the ingredients is eligible.

In addition, drugs that may not legally require a prescription – but are in an injectable format, or are life sustaining (as determined by the insurance provider), and identified in the therapeutic guide section of the current Compendium of Pharmaceuticals and Specialties – may be covered. These include:

- Antianginal agents
- Antiarrhythmic agents
- Anti-inflammatories
- Anticholinergic preparations
- Antihistamines
- Antiparkinsonian agents
- Antihyperlipidemic agents
- Bronchodilators
- Glaucoma therapy
- Hyperthyroidism therapy
- Oral fibrinolytic agents
- Parasympathomimetic agents
- Potassium replacement therapy

- Topical enzymatic debriding agents
- Tuberculosis therapy

The plan also covers:

- Preventive vaccines and medicines (oral or injected)
- Insulin, needles, syringes, lancets and chemical testing agents for the management of diabetes.
- B6 and B12 injectable vitamins when used for weight loss
- Non-oral contraceptives, limited to a maximum of \$50 per person per calendar year (this overall maximum includes expenses for contraceptive devices listed under Medical Aids, Appliances, Services and Supplies)

The following two categories of drugs are covered at 100%, up to the specified maximums shown below:

- Smoking cessation aids – to a lifetime maximum of \$500 per person
- Fertility drugs – to a lifetime maximum of \$12,000 per person

There are some items not covered by Western's health plan, including, but not limited to:

- Drugs, biologicals and related preparations which are administered in hospital on an in-patient or out-patient basis
- Drugs determined to be ineligible as a result of the insurance provider's due diligence process
- Vitamins (other than injected vitamins), vitamin/mineral preparations and food supplements
- Chelation therapy
- Drugs used in the treatment of sexual dysfunction, other than Caverject and Muse
- Hair growth stimulants
- General public products, whether or not prescribed
- More than a 3-month supply of a drug or medicine
- Dispensing fees that exceed the maximum

There are some items covered by Western's health plan that may also be covered by government programs (e.g. Assistive Devices Program). Please check with your healthcare practitioner to see if the item you require is covered by a government program.

Managing rising costs

Dispensing fee cap – While you can fill your prescriptions at any pharmacy you choose, some pharmacies charge higher dispensing fees than others. The plan limits reimbursement of dispensing fees to \$6.11 per prescription. It's a good idea to shop around and find the pharmacy near you that charges the lowest dispensing fee.

Lower cost alternative drug – The maximum coverage for any eligible expense is the price of the lower cost alternative drug that can legally be used to fill the prescription, as listed in the Provincial Drug Benefit Formulary or a lower cost alternative that provides therapeutically similar results as identified by the insurance provider. If there is no lower cost alternative drug for the prescribed drug, the amount payable is based on the cost of the prescribed drug. This limitation will not apply if the physician indicates in writing that no substitutions may be made for the drug or medicine prescribed.

VISION CARE

- Eye exams – up to \$25 per exam
- Prescription glasses and contact lenses (includes repairs) – \$300 per person every two years. Laser eye surgery may be claimed under the vision care benefit.
- Lenses after cataract surgery for medically necessary contact lenses - \$100 per eye lifetime maximum
- Visual training or remedial exercises – \$10 per half hour

Vision care supplies must be prescribed by an ophthalmologist or licensed optometrist for the correction of vision.

Safety glasses and non-corrective glasses or non-corrective sunglasses are not covered.

PARAMEDICAL SERVICES

The plan covers the services of licensed practitioners, up to \$15 a visit unless otherwise indicated. A Physician's written recommendation is not required for practitioner services.

Practitioners include:

- Chiropractor - \$15 per visit per covered person after the 15th visit per calendar year (includes x-rays, up to \$35 per person per calendar year)
- Massage Therapist
- Naturopath
- Speech Pathologist
- Physiotherapist
- Osteopath ([Eligibility Memorandum](#))
- Podiatrist /Chiropracist - (includes up to \$200 per calendar year for surgery performed by a podiatrist)
- Acupuncturist

Note: In addition to the coverage noted above, you may use your Health Care Spending Account to cover the remaining cost of the services outlined.

MENTAL HEALTH PROFESSIONAL SERVICES

(Effective January 1, 2023)

The plan covers 85% of eligible expenses for:

Services delivered by individuals who are registered by the College of Psychologists of Ontario, the College of Registered Psychotherapists of Ontario, the College of Nurses of Ontario, the College of Occupational Therapists of Ontario, the Ontario College of Social Workers, Ontario Registered Clinical Counsellor or the Canadian Registry of Marriage and Family Therapists

HOSPITAL CARE

The plan covers 85% of eligible expenses for:

- Semi-private or private room and board (not a suite) in an Active Treatment Hospital or Chronic Care Hospital in excess of the Hospital's standard ward accommodation charge

An eligible hospital must:

- Be licensed as a Hospital
- Have physicians and registered nurses on duty or on call 24 hours per day
- Be eligible to receive payments under a provincial hospital program

Confinement in an eligible hospital is covered regardless of the type of care being provided, such as rehabilitation, convalescent care, palliative care or drug and alcohol treatment.

Private hospitals that are not eligible to receive provincial funding are not eligible under the program.

Co-payment fees or similar charges for chronic care are not eligible for reimbursement.

Facilities not covered:

- Federal hospitals
- Rest homes or homes for the aged
- Nursing homes/convalescent nursing homes
- Health spas or hotels

MEDICAL AIDS, APPLIANCES, SERVICES AND SUPPLIES

The plan covers many medical services and supplies however; there are specific requirements and restrictions. This booklet is not exhaustive and there may be additional items covered that are not outlined here. Prior to incurring an expense, you are advised to submit a treatment plan and cost estimate to the insurance provider to determine eligibility and find out how much coverage you can expect. Reasonable and customary limitations apply and items must be deemed to be medically necessary by the insurance provider.

The plan covers the following expenses per covered person, such as:

- Custom-molded orthopaedic shoes, when prescribed by an orthopaedic surgeon, physiatrist, rheumatologist, physician, podiatrist or chiropodist - one pair per calendar year (the first \$75 in a calendar year is not covered), or modifications to street shoes including scaphoid pads, torque heels, insoles, molded arch supports etc. (limited to one pair per person in a calendar year)
- Custom-moulded orthotics – one pair per calendar year to a maximum of \$400, on the recommendation of a physician, chiropodist or podiatrist
- Wigs – for permanent or temporary hair loss as a result of medical treatment to a lifetime maximum of \$700
- ObusForme products – up to \$100 per 5 calendar years
- Enuresis equipment – up to \$100 per calendar year
- Blood glucose monitors– up to \$200 per calendar year
- Insulin jet injectors up to \$350 per calendar year
- Transcutaneous Electrical Nerve Stimulation (TENS) machine, limited to 50% of the cost
- Intra-uterine devices (IUD's) and contraceptive diaphragms – up to maximum \$50 per covered person in a calendar year (this overall maximum includes expenses for non-oral contraceptive drugs listed under Drugs and Medicines)
- Mozes detectors, limited to the cost of three months rental
- Compression garments and medical supplies

The plan covers 85% of many other eligible expenses, such as:

- Diabetic appliances, insulin infusion pumps and accessories
- Hearing aids - cost, installation, repair and initial batteries, maintenance (excludes replacement batteries or hearing tests)
- Private duty nursing (for services that can only be delivered by a Registered Nurse (R.N.) or Registered Practical Nurse (R.P.N.) who is not ordinarily a resident in your home or related to you or your dependents). The insurance provider must pre-approve services in advance.

- Ambulance service, including air ambulance, to the nearest hospital where medical care can be provided, when necessary as a result of a medical emergency
- Rental or purchase of mobility equipment (e.g., crutches, canes, and walkers) and durable medical equipment (e.g. respiratory and oxygen equipment)
- Artificial limbs (when myoelectric prostheses are required, only the amount that would be paid for standard artificial limbs will be eligible), artificial eyes
- Rental or, at the insurance provider's option, purchase of a single-sized, standard-type hospital bed (includes single-sized mattress)
- Rental or, at the insurance provider's option, purchase of a wheel chair or scooter (may include costs for repairs – replacements will only be eligible if existing item cannot be repaired)
- Surgical supports (e.g., surgical elastic stockings up to a maximum of two per calendar year, six surgical brassieres per calendar year)
- External breast prostheses
- Stump socks – up to a maximum of six per calendar year
- Respiratory oxygen and equipment necessary for its administration
- Ileostomy, colostomy and incontinence supplies (excluding gloves)
- Tracheostomy supplies (excluding gloves)
- Diagnostic tests and services carried out in a licensed medical laboratory, in excess of benefits paid by the provincial plan
- Dialysis equipment
- Compressor and equipment necessary for its use
- Apnea monitor
- Equipment for treatment of cystic fibrosis
- Burn pressure garments

- Prostatic Specific Antigen (PSA) test – two tests per 12 consecutive months

EXCLUSIONS

There are various exclusions whereby the insurance provider will not pay benefits for expenses incurred for or in connection with such as, but not limited to:

- Care, services or supplies which are not medically necessary, as determined by the insurance provider
- Care, services or supplies which are for primarily cosmetic purposes, except those which are related to reconstructive surgery required to repair or replace damages by disease or bodily injury
- Care or services which are experimental or investigational – not approved as an effective, appropriate and essential treatment of an illness or injury
- Rest cures, travel for health reasons, periodic health checkups or examinations for the use of third party
- A medical condition caused by or related to war (whether or not war is declared), participation in any civil commotion, insurrection or riot, or while serving in the armed forces
- Services or supplies to the extent they are available under any government plan (benefits under a government plan must be accessed first before any benefits are payable)
- Additional, duplicate or replacement appliances or devices. (Note: subject to prior written approval by the insurance carrier, this exclusion will not apply if the replacement is required as a

result of pathological change or because the existing item can no longer be made serviceable due to normal wear and tear)

- The services of a physiotherapist who has an agreement with the provincial health insurance plan
- Committing or attempting to commit, a criminal act
- Fees for completion of claim forms or other documentation, transfer of medical files or failing to keep a scheduled appointment
- Drugs, injectables, supplies or appliances which are experimental or are not approved by Health Canada
- Care, services or supplies used as treatment to a lifestyle choice (as determined by the insurance provider)
- Benefits or that part of benefits which cease to be payable under any government plan
- Drugs, medicines, services or supplies required for the condition requiring hospitalization while you or your dependents is an in-patient in a hospital
- Services or supplies that are covered under the Emergency Travel Assistance plan

RECOVERING OVERPAYMENTS

The insurance provider has the right to recover any overpayment of benefits from the person or organization who received payment that was not covered under the plan. If the overpayment cannot be recovered directly, the insurance provider has the right to reduce future benefit payments until the overpayment has been recovered in full.

» The Emergency Travel Assistance Plan

The Emergency Travel Assistance plan covers 100% of eligible expenses resulting from an accident or a sudden unexpected illness incurred while travelling outside your province of residence or outside Canada, to a maximum of \$200,000 per person, per 90 day trip.

Coverage details:

- You must be covered under your provincial health insurance plan to be eligible for this coverage.
- A medical emergency is a sudden, unexpected injury, a new medical condition, or a specific medical problem or chronic condition that was diagnosed but medically **stable** before you began your travels.
- Stable means that in the 90 days before departure, the covered person has not been treated or tested for any new symptoms or conditions; did not have an increase or worsening of any existing symptoms; did not change treatments or medications (other than normal adjustments for ongoing care); had not been admitted to the hospital for treatment of the condition.
- A medical emergency ends when the attending physician feels that, based on the medical evidence, a patient is stable enough to return to his home province or territory.

ELIGIBLE EMERGENCY MEDICAL EXPENSES

Emergency medical expenses include the following:

- Prescription drugs
- Physician charges in excess of the amount paid by the provincial health insurance plan
- Hospital accommodation – semi-private or private room and board in an Active Treatment Hospital in excess of the amount paid by the provincial health insurance plan
- Hospital charges for out-patient treatment
- Licensed ambulance services, including air ambulance, to transfer the patient to the nearest medical facility or hospital where adequate treatment is available

- Services which are deemed to be within the practice of nursing and which can only be provided by a registered nurse (RN) during or immediately following hospitalization
- Up to \$15 per visit for charges made by a licensed physiotherapist, chiropractor, podiatrist / chiropodist or osteopath (including x-rays)
- Laboratory tests and x-rays ordered by the covered person's attending physician
- Medical appliances such as splints, casts, crutches, walkers, and/or the rental of a wheelchair
- Relief of dental pain – expenses for emergency treatment to relieve dental pain, excluding root canals and dental accident expenses incurred for dental treatments to natural teeth caused by an external blow to the mouth – based on Dental Association Suggested Fee Guide for General Practitioners in member's province of residence
- Miscellaneous hospital expenses – up to \$100 to cover incidental expenses. Receipts must be submitted.

EXCLUSIONS

There are various items not covered including, but not limited to:

- Coverage is not available if you (or your dependents) have scheduled non-routine appointments, tests or treatments for the condition or an undiagnosed condition.
- The Emergency Travel Assistance Plan does not cover referrals outside Canada for treatment which is available in Canada.

REMEMBER!

Medically stable means 90 days before departure there has been:

- No treatment or tests for any new symptoms or conditions;
- No increase or worsening of any existing symptoms;
- No changed treatments or medications;
- No admittance to the hospital for treatment of the condition

EMERGENCY TRAVEL ASSISTANCE

Emergency assistance services are available provided arrangements are made through the Assistance Centre. You should contact the Assistance Centre immediately, in the event of an emergency while traveling.

Assistance services include:

- 24-hour access, seven days a week
- Medical referral to the nearest physician, dentist, pharmacist or appropriate medical facility
- Claims payment services if a provider or hospital requires a deposit or payment in full for services rendered, and expenses exceed \$200 Canadian; payment will be arranged and claims coordinated
- Medical care monitoring by medical staff who will maintain contact with the covered person, attending physician, the covered person's personal physician and family
- Medical transportation to and from the nearest medical facility, and, if medically necessary, round-trip transportation for a qualified medical attendant to accompany the covered person
- Trip interruption/delay
- Meals and accommodations
- Visit of family member; return home of dependent children
- Vehicle return
- Return of deceased covered traveler

For more details, please see the [Emergency Travel Assistance brochure](#).

NON-EMERGENCY MEDICAL TREATMENT OUT OF PROVINCE/CANADA

Non-Emergency treatment means treatment received outside your province of residence that requires immediate attention, but is not considered emergency or life threatening. This includes any medical treatment required to allow the covered person to resume normal activities or travel plans. It is advisable that you submit a detailed treatment plan with cost estimates before treatment begins. You will be notified of any benefit that will be provided. The treatment must be recommended by a physician practicing in Canada and not be available in Canada. This is covered under either the Non-Emergency or Elective Treatment provisions under the Health Care benefit. You will need to pay for any expenses in full and submit them to the provincial plan for reimbursement. Any balances can be submitted to the insurance provider for consideration, along with a copy of provincial plan statement of payment/denial. Eligible expenses are subject to any coinsurance and/or maximums applicable under the Health Care benefit. The Non-Emergency treatment provision provides coverage for out of country incidents/illnesses that require immediate attention, but are not eligible under the Emergency Travel Assistance plan. Treatment that is not under either the Emergency Travel Benefit or Non-emergency Treatment provision is considered to be elective.

Reimbursement for eligible expenses is based on the amount you could expect to pay for the same treatment in your province of residence, with the following exceptions:

- Services of a physician or surgeon when those services are received outside Canada for non-emergency treatment or elective treatment, in excess of the amount payable by the covered person's provincial health insurance plan
- Hospital room and board rates (semi-private or private), subject to a maximum of \$200 per day

» Dental

Regular dental care is a vital part of good health. Western's dental benefit provides comprehensive coverage to meet your needs.

WHAT'S COVERED

The plan provides payment towards reasonable and customary charges for necessary dental services up to the current Dental Association Suggested Fee Guide for General Practitioners, or any dental specialist's fee guide approved by the dental association in effect in the province where treatment is rendered. For most dental expenses, the plan reimburses you 85% of the cost.

However, under the out-of-pocket maximum provision the maximum you will pay for accumulated health care and dental expenses which are subject to the 85% reimbursement provision in a calendar year is \$450 for a member with single coverage and \$900 for a member with family coverage. If you reach the maximum, you will be reimbursed at 100% of eligible expenses for the remainder of that year. Eligible expenses covered at 80% do not accumulate towards the out of pocket maximum.

PAYMENT OF BENEFIT

You will be reimbursed provided eligible expenses are:

- For services or supplies ordered or provided by a Dentist or Denturist
- For services or supplies which are generally accepted by the dental profession as essential, effective, appropriate and customarily used in the diagnosis, care or treatment of a specific dental condition or injury; and
- For services or supplies specified below which are not performed or provided in connection with an ineligible service or supply
- Not in excess of
 - Any maximum amount specified in the applicable fee guide; or
 - Reasonable and customary charges, as determined by the insurance provider, for expenses not included in the applicable fee guide

The plan covers 85% of eligible expenses such as:

- Complete oral exams, once every three years

- Emergency examinations
- Recall exams, bitewing x-rays and fluoride treatments, once every nine months
- Full-mouth x-rays, once every five calendar years
- Panoramic x-rays, once every five calendar years
- Scaling and polishing, one unit of time, once every nine months
- Fillings, retentive pins and pit and fissure sealants
- Space maintainers (appliances placed for orthodontic purposes are not covered)
- Extractions
- Routine diagnostic tests and laboratory exams
- Minor surgical procedures and post-surgical care
- Anesthesia and conscious sedation
- Periodontal procedures
- Endodontic procedures – root canals and therapy

The plan covers 80%* of eligible expenses such as:

- Denture repairs and additions
- Denture remake, relines and rebases once every two calendar years

Once every 60 months, for natural teeth only:

- Full or partial removable dentures
- Crowns and bridges and onlays
- Metal inlays and onlays
- Fixed bridgework
- Gold foil restorations
- Veneers (laboratory processed)

* Expenses covered at 80% do not accumulate towards the out of pocket maximum.

DENTAL ACCIDENT COVERAGE

The Health Care plan also includes coverage for dental care provided by a dentist to repair or replace natural teeth damaged as a result of a direct external accidental blow to the mouth. Coverage is based on rates in the Dental Association Suggested Fee Guide for General Practitioners. If a dental accident happens outside Canada, the plan does not cover any amount that is greater than it would pay for such expenses when incurred in the province of residence. Treatment must be reported and approved for payment within 12 months of the date of the accident.

Pre-approval of large expenses

If the cost of a proposed dental treatment is expected to exceed \$500, you are strongly advised to submit a detailed treatment plan to the insurance provider beforehand to find out how much will be covered by the plan.

EXCLUSIONS

There are various items not covered including, but not limited to:

- Any dental procedure which is not eligible
- Services or supplies performed or provided in connection with an ineligible procedure
- Dental care, services or supplies which are primarily for cosmetic purposes, as determined by the insurance provider
- Services performed by a dental hygienist in an independent private practice
- Services or supplies to which you or your eligible dependent are entitled to receive under any Government plan
- Services or supplies which would be available without charge if this benefit was not in effect
- Conditions arising from war (whether or not war is declared), participation in any civil commotion, insurrection or riot, or while serving in the armed forces
- Temporomandibular joint-related problems
- Laboratory fees which exceed Reasonable and Customary charges, as determined by the insurance provider

REMEMBER!

In addition to the coverage noted above, you may use your Health Care Spending Account to cover the remaining cost of the services outlined

» Flexible Benefit Credits

In addition to many other benefits, Western provides you with flexible benefit credits that may be allocated into one of the following accounts to reimburse for a wide variety of expenses:

- Health Care Spending Account (HCSA)
 - Annual Base: \$300
- Professional Expense Reimbursement Account (PER)

Annually, you will receive \$2,000 in flexible benefit credits. You will have an option to allocate these credits towards a Health Care Spending Account (HCSA and or a Professional Expense Reimbursement (PER) Account – the choice is yours.

If you don't make your election by the deadline, the flexible benefit credits are irrevocably allocated to the default option.

MAKING YOUR CHOICE

A notice will be sent to you in November each year, letting you know it is time to allocate your flexible benefit credits for the upcoming year. At that time, you may sign into "My Human Resources", prior to the deadline, and make your election. Tax rules stipulate that an irrevocable decision about how much you allocate to the HCSA and PER account must be made in the year prior to the year the account is utilized in order to ensure they remain non-taxable benefits to you.

For information on the value of your flexible benefit credits, the default option when no elections are made and more details on the plan provisions see the document [Flex Credits Allocation](#) on the HR website or your collective agreement.

» Health Care Spending Account (HCSA)

A Health Care Spending Account (HCSA) complements your group benefit plan. The HCSA can be used to pay for many medical and/or dental expenses that are not covered or only partially covered by your Health Care and Dental plans or provincial health care plans. The reimbursement of expenses through the HCSA is non-taxable to you which means that your money goes a lot further than if you paid the same expenses out of pocket. The HCSA not only provides you with the flexibility when budgeting to meet the specific health care needs of you and your dependents, but also gives you more control over funding of your health care expenses.

Eligible expenses means health care and dental care expenses which qualify as a medical expense under section 118.2(2) of the Canadian Income Tax Act and Regulation 5700, as amended from time to time, or health care and dental care expenses the insurance provider deems as an eligible medical expense under a private health services plan or a group accident and sickness plan, provided eligible expenses are:

- Medically necessary for the treatment of an illness or injury of a covered person
- Incurred for the care of the person while covered under the HCSA
- Not covered under a provincial plan or any other government-sponsored programs; and
- Not prohibited by law from being covered

At the start of each calendar year, Western establishes a Health Care Spending Account (HCSA) with the insurance provider. This account includes a **\$300** annual base allocation and may be further funded with up to **\$2,000** in Flex Credits. The insurance provider will pay benefits for eligible expenses incurred by you and any individual who meets CRA definition of financially dependent, which may include individuals not covered under Western's Health Care and Dental Plan (e.g. eldercare). The amount of credits remaining in your HCSA at any given time will be your account balance.

If you have a balance in the HCSA at the end of the calendar year, that amount will be carried forward to the next calendar year. Reimbursement will be first paid from the earlier year's credits. At the end of the second

calendar year, tax laws require that any credits remaining from the previous year be forfeited.

As Canada Revenue Agency (CRA) decides what expenses are eligible under the HCSA, it is recommended that you access the CRA published list of expenses for the most up to date information. You may access this list by visiting the [CRA eligible medical expense website](#).

PAYMENT OF BENEFITS

An eligible expense is allocated to the plan year in which it is incurred. An eligible expense is incurred on the date the services are received or on the date supplies are purchased or rented. Therefore, eligible expenses incurred in one plan year may not be claimed against the plan credits allocated for the next plan year.

ELIGIBLE EXPENSES

Eligible expenses may include, but are not limited to the following expenses:

- Drugs and medicines
- Vision care
- Deductibles and coinsurance amounts under both the Health Care and Dental plans and under any other medical or dental plans
- Practitioner services – fees for services of:
 - Acupuncturists
 - Chiropractors
 - Chiropodists/Podiatrists
 - Naturopaths
 - Nurses
 - Optometrists
 - Osteopaths
 - Physiotherapists
 - Practical nurses

- Psychoanalysts and psychologists
- Speech therapists
- Masseurs
- Dental care – preventative, diagnostic, restorative, orthodontic and therapeutic dental care
- Facilities including (but not limited to):
 - Meals, lodging and treatment in a treatment centre for alcoholism or drug addiction
 - Care in a nursing home
 - Care in a self-contained domestic establishment (such as a covered person's home)
 - Payments to a public or licensed private hospital
- Devices and supplies such as:
 - Artificial eye or limbs
 - Crutches
 - Device/equipment designed to pace or monitor the heart of a covered person who suffers from heart disease
 - Device or equipment exclusively to enable a covered person with a mobility impairment to operate a vehicle
 - Electronic speech synthesizer that enables a mute individual to communicate by use of a portable keyboard
 - Hearing aids
 - Hospital bed, including attachments
 - Mechanical device or equipment designed to assist an individual to enter a bath tub or shower
 - Orthopaedic shoes or boots or an insert for shoes or boots made to order
 - Wheelchairs, walkers and limb braces
- Other expenses include:
 - Costs of acquisition, care and maintenance (including food and veterinary care) of an animal, specially trained to assist if a covered person is blind or profoundly deaf
 - Modifications to a home for a covered person who lacks normal physical development or is confined to a wheelchair
 - Costs of medical services and supplies outside of province of residence
 - Diagnostic, laboratory and radiological procedures or services used for maintaining health, preventing disease or assisting in diagnosis
 - Reasonable expenses to locate a donor for a bone marrow or organ transplant and reasonable travelling, board and lodging expense of the donor in respect to the transplant
 - Transportation by ambulance to or from hospital for a covered person
 - Transportation expenses paid to an individual who is in the business of providing transportation services to transport a covered person and one additional person (some conditions apply)
 - Reasonable expenses for meals and accommodation of a covered person and, if required, the accompanying individual (some conditions apply)
 - Reasonable expenses relating to rehabilitative therapy, including training in lip reading and sign language incurred to adjust for a covered person's hearing or speech loss

» Life Insurance

An essential part of financial planning is creating provisions for your family and loved ones following your death. Life Insurance can ensure financial security to those who mean the most to you, such as your spouse, children and other beneficiaries. Western offers several different types of life insurance.

EMPLOYEE BASIC LIFE

- Compulsory
- Life insurance on your life at two times your annual base salary (rounded to the next higher \$1,000)
- Premium for the first \$ 50,000* is paid by Western
- Employer paid premium is a taxable benefit
- No medical evidence is required

* Western provides a Sick Leave benefit that qualifies for a reduction in the EI premiums. Currently, a portion of the reduction (5/12) is used to pay \$25,000 of the \$50,000 of coverage.

EMPLOYEE OPTIONAL LIFE

- Optional
- You pay the premium based on your age, gender and smoking status
- No medical evidence is required if you apply within 31 days of first being eligible
- Additional life insurance on your life at 1/2, 1, 1½, 2, 3, 4 or 5 times your annual base salary

DEPENDENT LIFE

- Optional
- You pay the premium
- No medical evidence is required if you apply within 31 days of each dependent first being eligible
- Spouse - \$40,000
- Child - \$10,000 on each eligible child

OPTIONAL SPOUSAL LIFE

- Optional
- Premiums are dependent on your spouse's age, gender and smoking status
- Increments of \$25,000 to a maximum of \$500,000
- Medical evidence is required

MAXIMUM BENEFIT

The maximum combined benefit for the Basic and Optional Life insurance on your life cannot exceed \$1,000,000.

LIMITATION OF COVERAGE

In the event of death by suicide, the Optional Life Insurance and/or the Optional Spousal Life Insurance death payment (if the life benefit was in force for less than one consecutive year) will be limited to the return of premiums.

DEATH BENEFIT

The amount of life insurance at the time of death is paid by the insurance provider when in receipt of the appropriate documentation.

BENEFICIARY DESIGNATION

In the event of death, your designated beneficiary will receive a lump sum payment, based on the level of coverage you choose. It is in your best interest – and your loved ones' – to ensure that your beneficiary designations are up-to-date and that your current wishes are documented and on file. This will ensure that when you die your benefits are paid-out according to your intended wishes. If you do not name a beneficiary, or your beneficiary dies before you and you have not updated your designation(s), the death benefit is paid to your estate. Anyone can be named as your beneficiary, however, if a beneficiary is under the age of 18 or mentally infirm, a trustee must be designated. A contingent beneficiary can also be specified by you and will receive the benefits if your primary beneficiary(ies) is deceased at the time the benefit is to be paid. You are automatically the designated beneficiary for the Dependent Life plan. For more information, consult your financial advisor or a professional well versed in estate planning.

SPECIAL ADVANCE PAYMENT (LIVING BENEFIT)

A Special Advance Payment of the death benefit may be provided to you when all of the following conditions are present:

- In the opinion of insurance provider you are suffering from a condition which is expected to result in death within 24 months of the date of the request for such payment
- Satisfactory medical documentation is provided to the insurance provider by your attending physician
- You are considered, or would be considered eligible under the terms and conditions of Total Disability Waiver of Premiums benefit provision
- You make the request in writing

This Special Advance Payment cannot exceed 50% of the combined amount of your Basic and Optional Life benefit at the time of the request or \$50,000 – whichever is less. There can be only one payment payable in a lump sum to you.

The eventual death claim will be reduced by the amount of the loan plus the interest to the date of death. The insurance provider must approve this benefit. If you receive a Special Advance Payment, the amount available for conversion is reduced by the amount of the special advance payment.

CHANGES IN COVERAGE

The Basic and Optional Life plans change in coverage when your basic annual salary is adjusted. If you are not actively at work, the change is effective the date you return to work.

TERMINATION OF COVERAGE

Coverage will terminate on the earlier of one of the following:

Basic and Optional Life Insurance:

- End of the month you terminate your employment
- End of the month you retire

- Your Normal Retirement Date*
- On your death
- The date the plan is cancelled for any reason

Dependent Life-Spouse and Optional Spousal Life Insurance:

- End of the month you terminate your employment
- End of the month you retire
- Your Normal Retirement Date
- The date the plan is cancelled for any reason
- Spouse attains age 65(Optional Spousal Life Insurance only)

Dependent Life Insurance for Dependent Children:

- End of the month you terminate your employment
- End of the month you retire
- Your Normal Retirement Date
- The date the plan is cancelled for any reason

*\$15,000 of life insurance is continued beyond your Normal Retirement Date, fully funded by Western.

Conversion Privilege

If your coverage ceases or reduces on or before your Normal Retirement Date (NRD) for any reason other than your request, you may convert your existing group life insurance to an individual policy plan (up to a maximum of \$200,000) with the insurance provider without proof of good health, provided you apply and pay your first monthly premium within 31 days of your coverage reducing or attainment of your NRD. During this 31-day period, the amount of life insurance eligible for conversion is continued without charge. To convert your group life insurance to a private policy, contact Human Resources at 519-661-2194. If the coverage ceases for your spouse for any reason other than your request, the spouse may convert their coverage. The conversion option does not extend to any coverage on dependent children.

» Voluntary Personal Accident Insurance

This optional plan offers 24-hour, full-year protection against accidents anywhere in the world, whether you are on or off the job.

You may purchase any amount of insurance in multiples of \$10,000 subject to a maximum of \$500,000 covering yourself, or yourself and your dependents (Family Plan).

DEFINITION OF DEPENDENTS

Spouse/Partner: Your spouse by virtue of a legal marriage or your partner of the opposite sex or of the same sex who is publicly represented as your spouse and has continuously been so represented for at least the previous year. At any one time, only one person may be insured as your Spouse.

Dependent Children: Your child or the child of your Spouse (biological, adopted or step-child), who is not married or in any other formal union recognized by law, excluding a child who has attained age 21, or age 25 in the case of a full-time student wholly dependent on you for support.

A child who attains the limiting age who is incapable of supporting himself due to physical or mental disability, is dependent on you for support and maintenance, and is not married nor in any other formal union recognized by law is deemed to continue to be a child for as long as these three conditions exist. This continuation is subject to Sun Life Financial receiving proof of the above conditions not later than 31 days after your child attains the limiting age.

THE PLANS

You are insured for the principal sum elected.

If you choose coverage for you and your eligible dependents (Family Plan), your spouse and children will be insured as follows:

- If there are no eligible children, your spouse will be insured for a spouse's principal sum which is equal to 60% of your principal sum
- If there are eligible children, your spouse will be insured for a spouse's principal sum which is equal to 50% of your principal sum, and each eligible dependent child will be insured for a child's principal sum which is equal to 15% of your principal sum
- If there is no spouse, each eligible dependent child will be insured for a child's principal sum which is 20% of your principal sum

An example:

You elect \$50,000 on your life and you choose to cover your family consisting of a spouse and three children. Coverage would be as follows:

- You \$50,000 (Your Principal Sum)
- Spouse \$25,000 (Spouse's Principal Sum)
- Each child \$7,500 (Child's Principal Sum)

CHANGES IN AMOUNT OF COVERAGE

You may elect to change the level of your Voluntary Personal Accident Insurance or cancel coverage at any time.

BENEFIT ENTITLEMENTS

If injuries result in death, dismemberment or loss of use within 365 days after the date of the accident, the plan provides the following benefits for you, your spouse and your children:

	You or your spouse (based on you or your spouse's principal sum)	Your child (based on your child's principal sum)
Loss of life	100%	100%
Loss of both arms or both legs	200%**	100%
Loss of both hands or both feet	100%	400%
Loss of one hand and one foot	100%	400%
Loss of one hand or one foot, and entire sight of one eye	100%	400%
Loss of one arm or one leg	80%	200%
Loss of one hand or one foot	75%	200%
Loss of four fingers on the same hand	33%	33.33%
Loss of all toes on the one foot	25%	
Loss of four toes on the one foot		50%
Loss of use of both arms or both legs or combination of one arm and one leg	200%**	
Loss of use of both arms or both legs		400%
Loss of use of both hands or both feet or a combination of one hand and one foot	100%	
Loss of use of both hands or both feet		400%
Loss of use of one arm or one leg	80%	200%
Loss of use of thumb and index finger of the same hand	33%	50%
Loss of use of one hand or one foot	75%	150%
Loss of thumb and index finger on the same hand	33%	33.33%
Loss of entire sight of both eyes	100%	400%
Loss of speech and loss of hearing in both ears	100%	400%
Loss of entire sight of one eye	75%	200%
Loss of speech	75%	100%
Loss of hearing in both ears	75%	100%
Loss of hearing in one ear	33%	25%
Quadriplegia	200%**	400%
Paraplegia	200%**	400%
Hemiplegia	200%**	400%

**Subject to a maximum of \$1,000,000 per person

Quadriplegia, paraplegia and hemiplegia will become payable after the elimination period of 365 days has been satisfied.

If you or your spouse has multiple losses as a result of one accident, the maximum amount payable will not exceed 100% of the loss of life benefit amount with the exception of the loss of use of both arms, both legs or a combination of one arm and a leg, quadriplegia, paraplegia and hemiplegia. In no event will the maximum benefit amount exceed 200%.

ADDITIONAL BENEFITS

Additional benefits may also be payable. Outlined below is a summary of those benefits. Specific conditions and limitations may apply. Please contact Human Resources should you want more details on these benefits.

Rehabilitation Benefit (Employee Benefit)

A benefit will be paid if an accidental bodily injury prevents you from performing the duties of your regular occupation and requires you to obtain rehabilitation/retraining as determined by a physician approved by the Insurer. Rehabilitation/retraining means the Reasonable and Customary charges for treatment by a therapist licensed, registered or certified to provide such treatment, or confinement in an institution which is licensed to provide such treatment – where treatment is intended to retrain you for work in any gainful occupation including your regular occupation. Treatment must take place under the direction of a certified vocational rehabilitation specialist.

The maximum amount payable is \$15,000.

Spouse Occupation Training Benefit (Spouse Benefit)

Benefit is payable only if your spouse incurs expenses within three years following the date of your loss of life. To be eligible for this benefit you must have elected coverage under the Family Plan and enrolled your spouse.

Spouse employment training expenses means the actual incurred costs for tuition, fees, and room and board billed by the institution of higher learning. Also means the costs for required books and course supplies.

The maximum amount payable is \$15,000.

CHILD EDUCATION BENEFIT (CHILD BENEFIT)

To be eligible for this benefit you must have elected the Family Plan and enrolled your eligible dependent children.

Education means the actual incurred costs for tuition, fees, room and board billed by the institution of higher learning for the education of your dependent children. The benefit also covers costs for required books and course supplies. Your eligible child must be enrolled as a full-time student at an institution of higher learning on the date of your loss of life or subsequently enrol as a full-time student at an institution of higher learning within two years following the date of your loss of life.

The maximum amount payable is \$7,500 per year, subject to \$30,000 total benefit payment.

SEAT BELT AND OCCUPANT PROTECTION DEVICE (EMPLOYEE BENEFIT)

Benefits will be paid if, at the time of the accident, you suffer accidental bodily injury resulting in a loss while operating or riding in a private passenger automobile and utilizing a seat belt.

A seat belt means a lap or lap and shoulder restraint device or a child restraint device which meets the Canadian Motor Vehicle Standards.

The maximum amount payable is 10% of benefit amount for seat belt, 10% of benefit amount for occupant protection device to a combined maximum of \$50,000.

REPATRIATION BENEFIT

A Repatriation Benefit will be payable when loss of life results in an amount of benefit becoming payable under this benefit.

The maximum amount payable is \$15,000.

HOME/VEHICLE ADAPTATION (EMPLOYEE BENEFIT)

The program may provide alterations to your residence that are necessary to make your residence accessible and habitable to you. Adaptation includes modifications to a private passenger automobile that is necessary to make the automobile accessible and/or driveable by you.

The maximum amount payable is \$15,000.

FAMILY TRANSPORTATION BENEFIT

The insured person must be confined to a hospital no less than 50 kilometers from his permanent city of residence and the physician recommends the personal attendance of a member of the immediate family.

The maximum amount payable is \$15,000.

CHILD CARE EXPENSE (EMPLOYEE/SPOUSE BENEFIT)

The actual incurred costs billed by the provider for the care and supervision of a dependent child under the age of 13.

Expenses must be incurred within 365 days of the loss of life. If, on the date of the insured person's loss of life, the dependent children are not

eligible for child care expenses, a one-time payment of \$2,500 will be made in addition to the loss of life benefit.

The maximum amount payable is \$5,000 per child per year to a maximum total benefit of \$25,000.

IDENTIFICATION EXPENSES

Identification expense (for the purpose of identifying the body of an insured person) means the actual costs for hotel accommodation for a maximum of three days and transportation by a member of the immediate family by the most direct route by a licensed common carrier.

The maximum amount payable is \$5,000.

PARENT CARE (EMPLOYEE/SPOUSE BENEFIT)

Dependent parent: parents or grandparent of yours or your Spouse who at the time of an accident is receiving support and care provided by you or your spouse as evidenced by Canadian income tax returns showing parent as a dependent.

The maximum amount payable is \$5,000 per eligible parent.

FUNERAL EXPENSES

Funeral expenses means the reasonable costs associated with interment.

The maximum amount payable is \$5,000.

PSYCHOLOGICAL THERAPY

Psychological therapy means the reasonable and customary charges for treatment or counselling by a therapist or counsellor, who is licensed, registered or certified to provide such treatment.

The maximum amount payable is \$5,000.

VOCATIONAL TRAINING (EMPLOYEE BENEFIT)

Vocational training expenses means the actual costs incurred for tuition, fees, room and board billed by an institution of higher learning that is intended to prepare you for work in any gainful occupation. Includes costs for required books or course supplies.

The maximum amount payable is \$15,000.

COMMON ACCIDENT

If a common accident causes you and your spouse's loss of life, the combined Loss of Life benefit amount will be two times the larger of the two Loss of Life benefits amounts payable. This combined Loss of Life benefit amount will not exceed two times your benefit amount.

Common accident means a single accident or separate accidents that occur within the same 24-hour period and result in accidental bodily injury to an insured person and the insured person's spouse. The common accident extension of coverage is subject to a maximum amount of two times your Loss of Life benefits amount.

AGGREGATE LIMIT

When you or your dependent have multiple losses as a result of one accident, the maximum amount payable will not exceed 100% of the Loss of Life benefit amount with the exception of loss of use of both arms, both legs or a combination of one arm and a leg, quadriplegia, paraplegia and hemiplegia.

In no event will the maximum benefit amount per insured person exceed 200%.

BENEFICIARY DESIGNATION

You may designate any person you wish as your named beneficiary and may initiate a change at any time. If the named beneficiary is under the age of 18 or mentally infirm, a trustee must be designated. Benefits payable in the event of your death are paid to your named beneficiary. In the event of your loss under the dismemberment coverage, benefits are payable to you. Losses payable under the Family Plan are automatically paid directly to you.

TERMINATION OF COVERAGE

Coverage will terminate on the earlier of one of the following:

- The date you withdraw from the plan
- The date you terminate your employment
- The date you reach your Normal Retirement Date
- The date you retire; or
- The date the plan is cancelled for any reason

» Sick Leave and Short-Term Disability Benefit

SHORT-TERM DISABILITY-SALARY CONTINUANCE PLAN

During periods of absence due to illness or injury, you will continue to receive your salary from Western as a Short-Term Disability benefit up to a maximum of fifteen weeks (105 consecutive calendar days).

RECURRENT DISABILITY

If you return to work and there is a recurrence of the same or related illness or injury during the first four weeks following your return to work on a full-time basis, you are entitled to the unused portion of the original fifteen week period of Short-Term Disability benefit.

PARTIAL DISABILITY

If you return to work on a part-time basis within the initial fifteen-week period, the sick leave period is extended by any time worked during the initial fifteen-week period.

DISABILITY WHILE ON LEAVE

If you become ill or injured while on Education Leave or Elected Public Office Leave, you can elect to go on sick leave (Short-Term Disability) and the leave would cease to apply.

If your absence due to illness or injury continues beyond fifteen consecutive weeks, you may apply for the Long Term Disability benefit.

NOTIFICATION

If you are unable to report to work because of illness or injury, you must notify your leader or designate of your absence and expected date of return to work as soon as possible.

MEDICAL CERTIFICATION

After an absence of one week, and when reasonably requested thereafter, you will be required to provide a written statement that you are under the care of a health care professional, which describes your ability to attend and perform your work, including an estimated date of return to work.

WORKPLACE ILLNESS OR INJURY

If your illness or injury is a result of and in the course of your employment, an accident report should be completed, signed by your supervisor and submitted to Rehabilitation Services. You will continue to receive your salary as a Short-Term Disability benefit paid by Western, up to the first fifteen weeks (105 consecutive calendar days).

Any benefits (not including a Non-Economic Loss Award) from the Workplace Safety and Insurance Board (WSIB) will be paid to Western. After this period, if you continue to be entitled to these benefits, you will receive the benefits directly from WSIB.

For a disability resulting from workplace injuries or illnesses, the WSIB will pay you directly. You may also qualify for Canada Pension Plan disability benefits.

WESTERN REHABILITATION SERVICES

Rehabilitation Services is a confidential unit that can help connect you with available supports and resources whether you're seeking to optimize your current health or looking for help to navigate through the medical leave, return-to-work or accommodation processes.

TERMINATION OF COVERAGE

Benefit payments will cease on the earliest of:

- The date you cease to be totally disabled or partially disabled
- The date the Elimination Period has been exhausted
- The date you fail to provide satisfactory proof of continuance of total or partial disability; or
- The date you fail to submit to a requested independent medical examination

» Long Term Disability Benefit

After an elimination period of 105 days of total disability has expired, you may be eligible for Long Term Disability benefits payable by our insurance provider. Human Resources will send you a package in advance of the end of the elimination period. You are encouraged to submit your application (which includes an Attending Physician Statement) for Long Term Disability benefits as soon as possible to avoid any late filing penalties and delay in payments to you. If you have made a WSIB claim, you should also apply for Long Term Disability benefits.

During the first 24 months, you are eligible for monthly benefits if you are unable to perform your own occupation. Beyond the twenty-four months you continue to be eligible for benefits if you are not able to perform the duties of your own or any other occupation falling within the broad professional role for which you are reasonably suited by education, training or experience and which has salary rates equal to at least 75% of your indexed pre-disability monthly earnings. In reviewing your claim, the insurance provider can request additional medical information and/or independent medical examinations.

TOTAL DISABILITY BENEFIT

A monthly benefit will be paid to you if you become totally disabled while covered under the Long Term Disability benefit and remain under the continuing care of a physician.

- The benefit commences after the elimination period (after 105 consecutive days of Short-Term Disability)
- Monthly benefit of 70% of your normal basic monthly salary (maximum monthly benefit \$6,000)
- The benefit is based on your annual base salary as of the beginning of total disability (first day sick)

PARTIAL DISABILITY BENEFIT

If you are able to return to your regular occupation or any other occupation after a period of total disability that extends past the elimination period, a monthly benefit will be paid, subject to the following conditions. You must be:

- Under the continuing care of a physician
- Not able to perform the essential and material duties of your

occupation on a full-time basis

- Not able to earn at least 80% of your indexed pre-disability earnings
- Able to earn at least 20% of your indexed pre-disability monthly earnings

The monthly benefit payable will be the amount in effect on the date you were considered partially disabled. Your monthly benefit payment will be reduced as described in the Integration of Benefits provision to the extent that the monthly benefit together with the income from all sources does not exceed 100% of your pre-disability earnings.

RECURRENT DISABILITY

After the Elimination Period, separate periods of total disability will be considered to be one period of total disability if:

- They result from the same or related causes and are separated by a period of six months or less during which you returned to Active Employment; or
- They result from entirely unrelated causes and are separated by a period of less than one full day during which you returned to Active Employment

If a period of total disability is considered to be a continuation of a previous total disability and benefits had previously been payable, benefits will begin immediately and will continue until the original maximum benefit period has been exhausted. The same monthly benefit amount that was applicable on the original date total disability began will be payable, subject to the Integration of Benefits provision.

TOTAL DISABILITY WAIVER OF PREMIUM

If you become totally disabled prior to reaching your normal retirement date, your Basic Life Insurance will continue based on the amount of coverage in effect on the date you became totally disabled without payment of premiums. After six consecutive months of total disability, premiums will be waived retroactively from the first day of the month following the date the total disability began.

When the Basic Life Insurance benefit premiums are waived, the premiums for your Optional Life, Optional Spousal Life and Dependent Life will also be waived.

Waiver of premium will terminate when the earliest of the following event occurs:

- You are no longer totally disabled
- You reach your Normal Retirement Date
- You retire; or
- You fail to submit required proof of total disability

If the waiver of premium ends and you do not become actively employed with Western, you may choose to convert this coverage to an individual life insurance policy. (Refer to the Conversion Option provision for additional information).

If a period of Total Disability is considered to be a continuation of a previous Total Disability, the waiver of premiums will be automatically reinstated.

COST OF LIVING ADJUSTMENT

On the January 1 that follows the date you begin receiving Long Term Disability payments and on each January 1 following, your monthly benefit (including any prior cost of living adjustments) will be increased by the lesser of:

- 6%
- The increase in the Consumer Price Index for the 12 months period ending on September 30th of the previous year

If you are at the maximum monthly benefit, you are still entitled to any Cost of Living Adjustment. The all source limitation (described in the Integration of Benefits section) will not limit the amount of any Cost of Living Adjustment.

In no event will this adjustment result in a decrease in your monthly benefit.

INTEGRATION OF BENEFITS

The amount of Long Term Disability benefit will be coordinated with other income payments you may become entitled to as a result of your total disability or partial disability. The benefit coordination will be applied as follows:

- A. The amount of monthly benefit payable is reduced by any disability benefits available from the Canada or Quebec Pension Plan (employee benefits only), a plan in another country for which there is a reciprocal agreement with the Canada Pension Plan or Quebec Pension Plan, the Workers' Compensation Act or similar legislation
- B. The amount determined previously in A may be further reduced if necessary, so that the amount of monthly benefit, together with "income from all other sources" and the direct offsets in A above, does not exceed 85% of your Indexed Pre-Disability Earnings

Income from all sources includes:

- Disability benefits available under any other government program
- Dependent benefits payable to you under a Plan in another country where there is a reciprocal agreement with the Canada Pension Plan or Quebec Pension Plan
- Retirement benefits provided by any employer or government programs
- Income or benefits payable under any group program provided by or through Western
- Income or benefits payable under a plan sponsored by an association, union or fraternal organization for which you are a member
- Income replacement benefits payable under any plan of automobile insurance (where such reduction is not prohibited by law)

- Wages or remuneration payable from any employer but excluding 50% of earnings received under an approved program of rehabilitation; and
- Income from self-employment

During the period of a rehabilitation program, the amount of monthly benefit as defined above will be further reduced if necessary, so that the amount of monthly benefit together with all amounts of income mentioned in A above, including 100% of earnings received from the rehabilitation program and dependent benefits payable to you under the Canada Pension Plan, Quebec Pension Plan or a Plan in another country where there is a reciprocal agreement with the Canada Pension Plan or Quebec Pension Plan, does not exceed 100% of your pre-disability earnings.

The amount of Long Term Disability benefit payable will not be affected by subsequent cost of living adjustments to the Canada or Quebec Pension Plan payments.

REHABILITATION PROGRAM

The insurance provider and Western will work with you to engage in a rehabilitation program for return to employment which is appropriate for your circumstances. Participation in a rehabilitation program does not disqualify you for Long Term Disability benefits while the program continues and while you continue to be otherwise eligible for benefits.

Refusal to enter and participate in a rehabilitation program considered appropriate by the insurance provider will result in termination of benefit payments. A rehabilitation program for your return to employment will consist of either or both of the following:

- Full-time or part-time work or employment for compensation, or
- Any vocational training or re-training program or period of work for the purposes of rehabilitation

EXCLUSIONS AND LIMITATIONS

Benefits are not paid for any total disability or partial disability caused by the use of drugs or alcohol unless you are engaged in, and have completed, a recognized Rehabilitation Program specifically for treatment of substance abuse. Such treatment must begin during the Elimination Period.

This exclusion does not apply if total or partial disability is due to a related organic condition.

Long Term Disability benefits are not payable for any of the following:

- Any period during which you are not under the continuous active care and treatment of a Physician who is a duly qualified specialist
- Any period which you are imprisoned
- Any period during which you are not residing in Canada
- Any total or partial disability due to or resulting from self-inflicted bodily injury or sickness
- Any total or partial disability due to insurrection, war (declared or not) or the hostile actions of the armed forces of any country, service in the armed forces or participation in any riot, civil commotion or any other act of aggression
- Any total or partial disability due to or resulting directly or indirectly from committing or attempting to commit a criminal act
- Any total or partial disability during the period:
 - Of formal maternity leave taken pursuant to the provincial or federal law, or pursuant to mutual agreement with Western, or
 - In which Employment Insurance maternity benefits are being paid or would be paid if you were eligible

CONTINUANCE OF BENEFITS DURING DISABILITY

If you are approved and are in receipt of full Long Term Disability benefits, the following benefits are continued and you are not required to pay the premium/contribution:

- Health and Dental Care
- Basic Life Insurance
- Pension Plan

If you resume working on a gradual basis and are receiving income from the insurance provider and Western, you will be required to make your regular pension contribution based on the portion of pay received from Western. Western's pension contribution will be based on the total amount of yours and Western's contributions at the date of disability less any amounts paid by you.

You will be required to pay the premium to maintain any optional benefits unless the insurance provider approves a Life Waiver of Premiums. The optional benefits include:

- Optional Life Insurance
- Optional Spousal Life Insurance
- Dependent Life Insurance
- Voluntary Personal Accident Insurance

TERMINATION OF COVERAGE

Benefit payments will cease on the earliest of:

- On the date you cease to be totally disabled or partially disabled
- The date your employment terminates
- On your death
- The date the benefit period has been exhausted
- The date you reach your Normal Retirement Date age
- The date you fail to provide satisfactory proof of continuance of total or partial disability; or
- The date you fail to submit to an independent medical examination requested by the insurance carrier

» Critical Illness Benefit

The Critical Illness Benefit is a compulsory benefit that is fully paid by Western. The Critical Illness Benefit applies only to those illnesses or disorders defined below. If more than one critical illness is incurred by and diagnosed for you, payment will be made for only one critical illness under this benefit.

HEART ATTACK

Heart attack means the death of a portion of the heart muscle as a result of inadequate blood supply as evidenced by both new electrocardiographic (ECG) changes indicative of myocardial infarction and the elevation of cardiac biochemical markers to a level considered diagnostic for acute infarction. Heart attack does not include:

- An incidental finding of ECG changes suggesting a prior myocardial infarction, in the absence of a corroborating event; or
- Elevation of cardiac markers due to coronary angioplasty, unless there are diagnostic changes of new Q wave infarction on the ECG

LIFE THREATENING CANCER

Life Threatening Cancer means a tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, but excluding:

- Carcinoma in situ
- Malignant melanoma to a depth of 0.75 mm or less
- Any skin cancer that has not spread beyond the deepest layer of the skin
- Stage A prostate cancer; and
- Kaposi's sarcoma

STROKE

Stroke means a cerebrovascular event producing neurological sequelae lasting more than 30 days and caused by either:

- Intracranial thrombosis or hemorrhage; or
- Embolism from an extra-cranial source

There must be evidence of measurable, objective neurological deficit. Transient Ischemic Attacks are specifically excluded.

BENEFIT

If, while covered for this benefit, you incur and are diagnosed with a critical illness and complete the survival period, a lump sum amount of \$2,000 will be paid by the insurance provider.

The Survival Period is a minimum number of consecutive days, immediately following the date of diagnosis of a condition, which you must survive before a Critical Illness Benefit becomes payable. The Survival Period is 30 days.

DIAGNOSIS

The diagnosis must be made by a physician in Canada, the United States or any other region that the insurance provider may approve. The Physician must be a person other than you or your dependent, or a relative or business associate of either.

MAKING A CLAIM

When Manulife adjudicates a Long Term Disability application they will also review to determine whether you qualify for the Critical Illness Benefit.

EXCLUSIONS AND LIMITATIONS

Cancer Limitation

No critical illness benefit will be payable if:

- A diagnosis of cancer is made within 90 days after the effective date of coverage

- The date of any sign, symptom or medical consultation that led to the diagnosis of any type of cancer is within 90 days after the effective date of coverage

Critical Illness Benefits are not payable for a critical illness which is due to or results directly or indirectly from any of the following:

- Failure to seek or follow medical advice
- Intentionally self-inflicted injuries, suicide or attempted suicide
- Operating a vehicle while impaired by drugs, toxic substances or an alcohol level in excess of the legal limit
- Travel or flight in any kind of aircraft if you are a member of the aircraft crew; or if you are on the aircraft for purposes of instruction or training
- Participation in underwater diving, hang-gliding, parachuting, skydiving, or any form of motorized vehicle racing; or
- Cosmetic or elective surgery

TERMINATION OF COVERAGE

Coverage will terminate on the earlier of one of the following:

- The end of the month in which you terminate your employment
- Your Normal Retirement Date
- Your Retirement Date
- The date the Critical Illness Benefit was paid; or
- The date the plan is cancelled for any reason

» Administrative Pension Plan

The University of Western Ontario Pension Plan for Members of the Administrative Staff (the Plan) can play an important role in your map to financial security at retirement. The Plan, along with government benefits, your personal savings and other sources of income are important elements of your journey to a financially secure retirement.

Your pension plan at Western is a defined contribution plan - a type of capital accumulation plan in which contributions are made to the plan by both you and Western. Income at retirement is determined by the contributions that are made to your individual account and the investment earnings that your money generates. The amount of retirement income you are able to generate from the Plan depends on different factors including:

- The amount accumulated in your retirement account
- Your retirement date (when you choose to draw on your income)
- Your choice of retirement income vehicle at retirement
- Any legislative requirements

It is your responsibility to make decisions on the investments that are most appropriate to meet your personal goals. Account balances will fluctuate on a daily basis depending on contributions and investment performance. You can choose from a high quality selection of investment options available to plan members. The funds are each managed by external investment managers selected for their demonstrated expertise. Sun Life Financial provides all record keeping and member services for the Western Pension Plan. Sun Life offers information, tools and advice to Western Plan members to help you select the most appropriate investments.

Effective January 1, 2023, PMA-eligible Staff shall be required, as a condition of employment, to become a Member of the Plan no later than the first day of any month coinciding with or following the date of employment as a Full-Time PMA-eligible Staff Employee. You may not join the Plan after December 31 of the year in which you reach age 69 – the day when membership in the Plan ends.

REGULAR CONTRIBUTIONS

You and Western contribute a percentage of your pensionable earnings to the Plan. These contributions are allocated to your *Member Regular* and *Employer Regular* accounts at Sun Life.

You contribute 5.5% of pensionable earnings on a monthly basis, and Western contributes at 8.0% (under 10 years of service) or 8.5% (10 to 19 years of service). Members contributing at 5.5% and who attain 20 years of service will receive an additional 0.5% contribution from Western.

Please note - some members may have a grandfathered contribution rate of 2.5% pensionable earnings.

VOLUNTARY CONTRIBUTIONS

You may choose to further grow your retirement income by making voluntary contributions to your plan, above your required contributions, up to a combined total with required contributions of 18%, subject to the maximum allowed by the Income Tax Act.

These additional contributions are allocated to your *Member Voluntary* account at Sun Life. Voluntary savings may be redeemed at your option at any time, including prior to your retirement. A \$25 administration fee applies to withdrawals and funds withdrawn become taxable.

TAX IMPLICATIONS

The Income Tax Act limits the annual tax-deductible contributions you and your employer can make to all your retirement savings plans. The maximum annual amount is 18% of your earned income, up to an annual dollar limit, which changes from year to year in line with changes to average Canadian wages.

This 18% limit is the total you can save under all tax-sheltered retirement plans, including the Western Plan and your personal RRSPs. Every year while you are a member of the Plan, a Pension Adjustment (PA) is reported on your T4. The PA for defined contribution plans – such as Western's – is the total contributions (your required and voluntary contributions and Western's contributions) made to the Plan in the calendar year. Your PA reduces the amount you can contribute to an RRSP the following calendar year. The Canada Revenue Agency (CRA)

informs you each year of your RRSP contribution limits on your Notice of Assessment.

INVESTING YOUR RETIREMENT ACCOUNT

You decide how to invest your retirement account balance – made up of Western's contributions, your contributions and any investment earnings, including any gains or losses. The Plan provides you with a wide range of investment options to choose from to suit your investment goals. Each option comes with a different degree of risk and return and may be appropriate for different points in your career.

Your account balances are split between Member Details and Employer Details. You may allocate these retirement savings to any or all of the available funds. The Plan offers investment options across the three primary asset classes: Cash & Equivalents/Money Market, Fixed Income/Bonds and Equity/Stocks. Each asset class has different properties with respect to risk of loss, chance for growth and how investment return is generated. Before you select your investments, you may want to consider completing the Sun Life Asset Allocation tool online at sunlife.ca/western. It will help you develop an investment strategy based on the amount of risk you are willing to bear and help you consider:

- Your tolerance for negative returns
- Your investment objectives
- How much time you have to invest until you want to use the money

Sun Life provides support through licensed Investment Advice Specialists who are available to provide individual counseling on your Western Plan investments. There are also a variety of tools to support your decision-making. If you do not make an active choice for your retirement account, your money will be automatically invested in the Balanced Growth fund. This is not a recommendation for Balanced Growth.

For more details information on investing your retirement account and tools available, please refer to the [Pension Plan Summary](#) document and visit sunlife.ca/western.

MONITORING AND CHANGING YOUR INVESTMENTS

Your online [account](http://sunlife.ca/western) at sunlife.ca/western provides you with information about your investments and balances are updated daily. In addition, you receive statements twice a year confirming the balances in your account at the statement date, your investment choices and your investment returns. You can change your investment directions and arrange transfers between investment funds. Changes can be made online or by phone any business day through the Sun Life Customer Care Centre.

SUPPLEMENTAL PENSION ARRANGEMENT (SPA)

Sometimes, a Pension Plan member's regular contributions combined with Western's contribution to the member's account exceed the total contributions permitted under the Canada Revenue Agency (CRA) contribution limit for the year. The Supplemental Pension Arrangement (SPA) is a plan that provides a notional account for contributions to a member's pension account that are in excess of the CRA limit.

This occurs for higher earners - for example, members with an earnings level of approximately \$233,500 or more who made regular contributions at the 5.5% rate in 2023. In determining whether there is a SPA amount, voluntary contributions are not considered - only the member's regular contributions.

The SPA account is a notional account. A SPA account holder does not direct the investment options for this account. Instead, Western sets aside and invests sums of money equal to the contributions credited to the notional SPA accounts. The SPA accounts are credited with the same return realized by The University of Western Ontario's Operating and Endowment funds.

Members can view their balances online at sunlife.ca/western in addition to receiving an annual SPA statement.

TERMINATION OF CONTRIBUTIONS

The required and/or voluntary contributions end on the earlier of the following:

- December 31 of the year in which you reach age 69
- When you are at least age 65 and your age plus service equals 95.

» Other Benefits

VACATION

Service Level	Entitlement
Full-time continuous service less than 24 months	Accrues at a rate of 1.25 working days for each completed calendar month of regular full-time employment (15 working days per calendar year)
After two years of continuous Full-time service	Accrues at a rate of 1.67 working days for each completed calendar month of regular full-time employment (20 working days per calendar year)
After 10 years of Continuous Regular Full-Time Service	No change in vacation accrual rate. Date used for vacation accrual changes to Service Date
After 15 years of continuous ¹ service	Accrues at a rate of 2.08 working days for each completed calendar month of continuous full-time employment (25 working days per calendar year)
After 19 years of continuous service	Entitled to a special one-time, additional week (five working days) of vacation
After 26 years of continuous service	Accrues at a rate of 2.16 working days for each completed calendar month of continuous full-time employment (26 working days per calendar year)
After 27 years of continuous service	Accrues at a rate of 2.25 working days for each completed calendar month of continuous full-time employment (27 working days per calendar year)
After 28 years of continuous service	Accrues at a rate of 2.33 working days for each completed calendar month of continuous full-time employment (28 working days per calendar year)

studies taken for credit towards a degree (undergraduate or graduate) from Western University or colleges affiliated with Western. The value of the scholarship is currently set at \$2,500(\$3,000 effective September 2026) per academic year, for up to four years. Other modified benefit levels for part-time students are available. See the [Registrar's website](#) for more details.

DEPENDENT TUITION SCHOLARSHIP PLAN

Subject to plan conditions, dependent children of current, Regular Full Time PMA Employees are eligible to receive tuition benefits for full-time

¹ Effective November 1, 2025

LONG SERVICE AND RETIREMENT RECOGNITION

In recognition of service Western provides long-service gifts to faculty and staff:

- After 25 years of employment the member will be presented with a gift to a value of \$400
- Upon retirement after five to ten years of continuous employment, a gift to a value of \$75
- Upon retirement after at least ten years of continuous employment, a gift to a value of \$250

PREGNANCY, PARENTAL AND ADOPTION LEAVE TOP-UP PLAN

The Ontario Ministry of Labour, through the Employment Standards Act, provides eligible employees who are pregnant or who are new parents with the right to take unpaid time off work.

Depending on a number of factors, you may be eligible for the following benefits:

- Maternity (pregnancy) benefits - paid for a maximum of 15 weeks to a birth mother through federal Employment Insurance (EI)
- Parental benefits – paid through EI to either biological or adoptive parents while they are caring for a new-born or an adopted child, up to a maximum of 61 weeks
- Supplemental Employment Insurance Benefits (SEIB) – a benefit for eligible members paid by Western to “top up” EI benefits for a maximum of 17 weeks

Note: You must confirm your eligibility and apply in order to receive benefits through EI and SEIB. For more information visit the [HR webpage on Pregnancy/Parental and Adoption Leave](#).

EMPLOYEE ASSISTANCE PLAN

Every day we encounter stresses in life – and occasionally they can have a detrimental effect on our personal lives and work performance. To help members in those difficult times, Western provides access to an Employee Assistance Plan (EAP). You have quick access to experienced professional counsellors who can help you and/or your

family resolve a broad range of personal and work-related issues. Plan includes 24/7 crisis and emergency support, financial/credit counselling, nutrition services, family/career consultation services and more.

Western has extended its EAP coverage to ensure that all Western employees, whatever their status, have access to 24-hour crisis support.

Explore on-line information that will help you deal with the challenges of life as well as provide you with practical tips and strategies for living a healthier work and personal life. All Western employees can access the confidential on-line resources, information and tools by logging into the provider's portal. Visit the [Employee Assistance website](#) for more information.

PROFESSIONAL EXPENSE REIMBURSEMENT

The Professional Expense Reimbursement Account (PER) can be used to pay for professional expenses including conference registrations, travel and accommodation, membership fees in professional associations, journal subscriptions, to purchase a computer or software, and for other expenses. Claims can be made only if you have chosen to allocate flexible benefit credits to this account as part of your annual flexible benefit allocation between the HCSA and PER each November. Unused credits at the end of each calendar year can be carried forward for two years.

Claims are made through Western Financial Services. For information on PER including making a claim, visit the [Financial Services website](#).

EDUCATIONAL FUNDING

Eligible members may have access to educational funding for a variety of opportunities relevant to your current or future career aspirations at Western. Advance funding is available for many courses. For more information visit the HR website on [Educational Funding](#).

LEAVES AND OTHER WORKLOAD ARRANGEMENTS

Members may take advantage of various leaves such as Deferred Salary Leave, Compassionate Leave, Pregnancy and Parental/Adoption Leave and various other leaves and workload arrangements. Due to the unique nature of each leave or workload arrangement, please contact Human Resources for further details.

» Work/Life Events

CHANGES TO COVERAGE

To ensure that coverage for you and your eligible dependents is up to date, it is vital that you advise us of any family changes in writing within 31 days. If the change is a result of a life event (such as birth or adoption of a child, getting married or divorced), the coverage will become effective on the date of the change without providing proof of good health, provided:

- Written application for the change is submitted within 31 days of the life event, and
- Provided additional requests for coverage have not been previously declined (life insurance)

After the 31-day window has closed, coverage may be subject to a medical questionnaire and approval from our benefit provider.

Necessary forms to make changes such as increasing/decreasing life insurance coverage, adding/removing dependents, updating beneficiaries can be found on the Human Resource Benefits website. Call Human Resources for assistance with making changes to your benefits and completion of forms.

DEATH BEFORE RETIREMENT - SURVIVOR BENEFIT

If you die while you are an active employee and participating in the Health Care, Emergency Travel Assistance plan and Dental Care benefits, Western continues coverage for your surviving covered dependents until the earliest of the following occurs:

- 36 consecutive months from the date of your death
- The date your spouse remarries
- The date the person no longer qualifies as a dependent
- The date the dependent becomes eligible for similar coverage under another group contract

WORKING BEYOND YOUR NORMAL RETIREMENT DATE

Life Insurance

Your life insurance (Basic, Optional, Optional Spousal, Dependent Life and the Voluntary Personal Accident Insurance) plans end at your Normal Retirement Date (NRD). An employer-paid life insurance of \$15,000 continues while working beyond your Normal Retirement Date.

- At your Normal Retirement Date, you may convert your present life insurance coverage or the coverage of your spouse, up to a maximum of \$200,000, to a private policy without providing evidence of good health provided you make application within 31 days of your Normal Retirement Date
- You may convert the Voluntary Personal Accident Insurance benefit (if applicable) to a private policy (maximum of \$100,000) within 60 days of your Normal Retirement Date

Long Term Disability

Long Term Disability benefits and coverage end at your Normal Retirement Date.

Health Care and Dental

Health Care and Dental benefits continue.

Flex Credits

Annual flex credits continue as long as you continue to hold a full-time appointment. Each November, you allocate these flex credits to the Health Care Spending Account and/or the Professional Expense Reimbursement Account for the next calendar year.

Health Care Spending Account

The Health Care Spending Account benefit continues.

Professional Expense Reimbursement Account

The Professional Expense Reimbursement benefit continues.

Dependent Tuition Scholarship Plan

The Dependent Tuition Scholarship benefit continues.

Pension Contributions

Pension contributions continue to be made by you and Western to your account under the University of Western Ontario Pension Plan for members of the Administrative Staff. Pension Plan contributions cease for anyone who continues to hold a full-time appointment past the end of the year in which a member turns 69 or when you are at least age 65 and your age plus service equals 95. If pension contributions cease, pension assets may be withdrawn at this point or may remain invested in the plan. In accordance with the Income Tax Act (Canada) regulations, assets must be removed and a retirement income must be established with registered pension savings by the end of the year in which you attain age 71.

LEAVING WESTERN BEFORE RETIREMENT

This information will help those who leave Western before retirement to understand what happens to benefits. Included is information about converting some benefits to a plan that you would pay for privately.

- Life insurance benefits terminate the end of the month that employment with Western terminates. Life insurance coverage or the coverage of your spouse, up to a maximum of \$200,000, may be converted to a private policy without providing evidence of good health provided application is made within 31 days of the date that group life insurance terminates. Premiums are based on private policy rates.
- Voluntary Personal Accident Insurance benefits terminate the end of the month that employment terminates. Coverage, up to a maximum of \$100,000, may be converted to a private policy within 60 days of the date that coverage terminates. Premiums are based on private policy rates.

- Salary Continuance and Long Term Disability benefits terminate the date employment ends.
- Extended Health, Dental, and Health Care Spending Accounts terminate the end of the month that employment terminates for any services received prior to the termination date. The insurance provider offers individual and family health and dental plans specifically designed for people that no longer have group health and dental coverage. Application must be made within 60 days of termination of benefits from the group plans.

Read more at [Converting/continuing your benefits after leaving Western.](#)

Any outstanding eligible medical and dental expenses must be submitted to the benefit carrier within 90 days after coverage ends.

» Post-Retirement Benefits

ELIGIBILITY

To be covered by the Western Post-Retirement Benefits program, you and your eligible dependents must reside in Canada and meet the following eligibility criteria:

- Eligible to retire (within 10 years of your Normal Retirement Date) and
- Five years of full-time service for members who became full-time on or before June 30, 2007 or
- Ten years of full-time service for members who became full-time on or after July 1, 2007

At the time of retirement you must make application for these benefits for yourself and your eligible dependents to be covered under this program.

BENEFITS AT A GLANCE

Health Care:

- Prescription drugs
- Vision care
- Paramedical services
- Hospital care

Dental:

- Basic services
- Supplemental basic services (e.g. root canal)
- Dentures
- Major restorative (e.g. crowns, bridges)

Retirement Death Benefit:

- \$15,000 death benefit – a tax-free benefit payable to the named beneficiary following the death of the retired employee

For full details on Post-Retirement Benefits, see the Post-Retirement Benefits Summary booklet posted on the HR website.

» Claims Process

Managing your health and dental claims effectively can make a big difference in the value you derive from the benefits program. The program makes it easy for you in a number of ways.

ACCESS THE MANULIFE WEBSITE

To register for online access, you will need your **plan contract number (87220)** and your **plan member certificate (Western ID number)** which can be found on either a claim statement or on your benefits card. Go to the [Manulife website](#), hover over the sign in button located at the top of the screen, and select “Plan member” under “Group benefits” from the drop down menu.

On the first visit to the site you will need to fill in all the information on the registration page. Be sure to enter your email address so you will be able to take advantage of the electronic notifications feature.

From the website, you can view the status of your most recent claims, submit online claims, review your claim history, download claim forms, check your HCSA balance, look up drug eligibility, set up direct deposit and access the Manulife Wellness Learning Centre.

ACCESS THE MANULIFE MOBILE SITE AND APP

Installing the Manulife mobile app for your smartphone or tablet allows you the convenience of submitting and reviewing claims on the go. Other benefits include a medication reminder tool and a drug look up tool. The mobile app can be downloaded from the following smartphone app stores:

- Apple App Store SM
- Google Play TM
- BlackBerry [®] World TM
- Windows[®] Store

HOW TO MAKE CLAIMS

There are several ways to make a claim against your Health and Dental benefits or your Health Care Spending Account (HCSA). These include using your pay direct drug card, having your dentist submit your claim, submitting an electronic claim, having your paramedical practitioner submit an eClaim, or submitting a paper claim.

PAY DIRECT DRUG CARD

Your pay direct drug card will be accepted by most pharmacists in Canada and provides immediate confirmation of your covered drug expenses. The pharmacist will direct bill the insurance provider so you only pay your portion of the costs. Once your card has been recorded for you and your dependents, all the information about your plan coverage will be available online to the pharmacist for future claims. When you use the drug card, you do not have to submit a claim form.

DENTAL CLAIMS

Your dental provider may submit your claims electronically on your behalf or they will provide a paper claim for you to submit directly.

ELECTRONIC CLAIMS

You can submit dental, vision care and paramedical practitioner claims electronically through the [Manulife Plan Member website](#) or through their mobile app.

You can request any of your claims to be applied against your HCSA by utilizing the ‘Send a note’ function on the Manulife website or by calling 1-866-896-8515.

You will not need to mail your original receipts unless the provider requests receipts through an audit process. Be sure to retain your original receipts for 12 months from the date of claim submission.

PROVIDER E-CLAIMS (COMING SOON)

eClaims will enable many health care providers such as physiotherapists, chiropractors, vision care providers, as well as acupuncturists, registered massage therapists, naturopathic doctors, to submit claims electronically on behalf of patients at the point of care.

In many instances, this means plan members will only have to pay the amount not covered by the plan for approved claims. To find out if your health care provider is set up for this service, go to the [Manulife eClaims website](#).

PAPER CLAIMS

Paper claim forms for health care, dental and HCSA claims are available on the [HR Benefits and Forms website](#) and on the insurance provider website. You can also request forms by contacting Human Resources.

To use the HCSA for any portion of expenses not covered by Western's plan, check the box on the form to indicate you want the balance to be submitted to your HCSA.

Retain a copy of the completed form and receipts for your records, and then mail both directly to the insurance provider at the address indicated on the form.

DIRECT DEPOSIT

You can receive direct deposit of your claim reimbursements by registering and signing up on the [Manulife website](#). You will then be able to add and update your Direct Deposit information.

CLAIM DEADLINES

We encourage you to submit claims as they are incurred and not wait until the deadline is approaching.

Health Care and Dental Plan

Expenses incurred in a calendar year must be claimed by January 31 of the second year following the year the expense was incurred. For example, eligible expenses incurred in the calendar year 2023 must be claimed by January 31, 2025. In other words, you have 13 months after the end of the year in which an expense is incurred to submit any outstanding claims.

Health Care Spending Account (HCSA)

All claims should be submitted during the same plan year in which you paid the expense. However, your HCSA has a 90-day grace period, which allows up to 90 days after December 31 for Manulife to receive expenses incurred during the previous year.

FORFEITURES

Unused credits in a Health Care Spending Account will be carried forward and available the following calendar year. At the end of the second calendar year any credits remaining from the previous year will be forfeited. In November, those who have forfeited any HCSA credits may wish to re-evaluate credit allocations for the following year.

CHECKING YOUR HCSA AND PER BALANCES

To see the current balance in your Health Care Spending Account, login to the [Manulife Plan Member website](#). Select "My Benefits", then the link

that says HCSA Balance. For the HCSA, you will see amount deposited in current year, claims paid, and your current balance. To see your claims history details for both the HCSA – see 'Claims History' then choose HCSA.

Login to [Western Financials](#) to see the current balance in your Professional Expense Reimbursement Account.

CO-ORDINATION OF BENEFITS

If a spouse has coverage through his/her employer or another retiree program, a member may be able to receive up to 100% reimbursement for medical and dental expenses by submitting claims to both plans using an industry-wide procedure called co-ordination of benefits.

To co-ordinate benefits, first enroll your spouse and children as dependents in the Western benefits program. Your spouse must also enroll you and any children in his/her plan.

Further information on co-ordination of benefits may be found on the [Canadian Life and Health Insurance Association](#) web site.

REMEMBER

- Have claims processed in timely manner to avoid denied claims or forfeiture of any HCSA funds.
- Unused HCSA credits are carried forward one plan year. Credits not used in the second plan year will be forfeited.
- HCSA deadline - All claims should be submitted during the same plan year in which you paid the expense. However, your HCSA has a 90-day grace period, which allows up to 90 days after December 31 for Manulife to receive expenses incurred during the previous year.
- Extended Health and Dental Plans deadline - January 31 of the second year following the year in which the expense was incurred

» Definitions

ACTIVELY EMPLOYED

Means the employee reports for work at his or her usual place of employment with the employer, or such other location as may be required, and is able to perform the Essential and Material Duties of his or her regular occupation on a permanent full-time and full-pay basis for a minimum of 25 hours per week, unless specified otherwise. If an employee is not required to report for work on a specified date, he or she will be considered to be Actively Employed if he or she is not disabled to the degree that he or she could not have reported for work at his or her usual place of employment and performed the Essential and Material Duties of his or her regular occupation.

ACTIVE TREATMENT

Means the ongoing and continuous medical or surgical inpatient treatment of a sickness or injury in the acute phase, including active treatment of a chronic sickness.

DUE DILIGENCE

Means a process the insurance provider follows to assess new drugs, existing drugs with new indications, services or supplies to determine eligibility under the plan. This process may use Pharmacoeconomics, cost effectiveness analysis reference information from existing federal or provincial formularies, recognized clinical practice guidelines, or an advisory body.

ELIMINATION PERIOD

Means the period of Total Disability that must elapse before Long Term Disability benefits become payable. The Elimination Period is 105 consecutive working days. In the case of an employee who is absent from work as a result of an unpaid leave of absence approved by the employer, the Elimination Period will not commence until the day such employee is scheduled to return to work.

ESSENTIAL AND MATERIAL DUTIES

Means the duties which are required for the performance of an occupation and which cannot be reasonably omitted or modified.

GOVERNMENT PLAN

Means any plan or arrangement provided by or under the administrative supervision of any government, including any provincial health insurance plan, workers' compensation act or any workplace safety and insurance act.

INDEXED PRE-DISABILITY EARNINGS

Means for the first 12 months in which the employee is Totally Disabled or Partially Disabled, the employee's Indexed Pre-Disability Earnings are his or her Pre-Disability Earnings. After this period, the employee's Indexed Pre-Disability Earnings will increase on the anniversary of the date the employee's Total Disability began, by the Cost of Living adjustment. The employee's Indexed Pre-Disability Earnings will not be decreased by a drop in the Consumer Price Index.

LOWER COST ALTERNATIVE

Means if two or more drugs, supplies or services result in therapeutically similar results, the Lower Cost Alternative will be considered.

MEDICALLY NECESSARY

Means accepted and recognized by the Canadian medical profession and the insurance provider as effective, appropriate and essential treatment of a phase of an illness or injury. The insurance provider has the right after Due Diligence has been completed to determine whether the drug, service or supply is eligible.

NON-EMERGENCY TREATMENT

Means treatment received outside of the covered person's province of residence that requires immediate attention, but is not considered emergency or life threatening.

NORMAL RETIREMENT DATE

The first day of the month next following a staff member's sixty-fifth birthday.

PARTIALLY DISABILITY OR PARTIALLY DISABLED

Means that, after a period of Total Disability, an employee returns to any occupation and is earning less than 80% of his or her Indexed Pre-Disability Earnings as a result of continuation of a degree of incapacitation which originated with the Total Disability.

PLAN PERIOD

Means a 12-month period beginning on January 1 and ending December 31.

PRE-DISABILITY EARNINGS

Means for taxable plans, the gross monthly earnings received by the employee immediately prior to the date the Total Disability began; and for non-taxable plans, the gross monthly earnings as defined above minus income tax.

PRIOR AUTHORIZATION

Means a claims management feature applied to a specific list of drugs, supplies or services to determine eligibility based on predefined clinical criteria and a Pharmacoeconomic or cost effectiveness evaluation.

PROOF OF GOOD HEALTH

Means all statements of medical evidence of a person's health and other information as required by the insurance provider. All Proof of Good Health must be submitted to the insurance provider for approval.

REASONABLE AND CUSTOMARY

Means a charge which is usually made in the absence of this or any similar coverage, for a specific type of care, service or supply, based on representative fees and prices in the geographic area in which the charge for the care, service or supply was incurred, as determined by the insurance provider.

TOTAL DISABILITY OR TOTALLY DISABLED

An employee will be considered Totally Disabled or to have a Total Disability if, due to sickness or bodily injury, he or she is unable to perform the Essential and Material Duties of any occupation for which he or she is reasonably fitted, or could so become, by training, education or experience and is not engaged in any occupation or employment for wage or profit.

TOTAL DISABILITY WAIVER OF PREMIUM BENEFIT

If the employee becomes Totally Disabled prior to the normal retirement date, the insurance provider will continue the amount of coverage in effect on the date the employee became Totally Disabled, without payment of premiums, provided all requirements are met.

» Costs

MONTHLY GROUP BENEFIT PLAN PREMIUM RATES AS AT MAY 1, 2025

Benefit Plan	Your Premium				Employer Premium
Basic Life Insurance:	\$0.174 / \$1,000				\$0.174/ \$1,000
Extended Health:					Single: \$179.88 Family: \$418.66
Dental:					Single: \$85.99 Family: \$219.10
Dependent Life Insurance: Spouse: \$40,000 Eligible Child(ren): \$10,000	\$8.22				
Optional Life Insurance	Per: \$1,000				
Age Band	Male Non-Smoker	Female Non-Smoker	Male Smoker	Female Smoker	
Less than 24	.020	.014	.049	.020	
24 - 34	.027	.020	.057	.032	
35 - 39	.032	.027	.065	.040	
40 - 44	.049	.032	.088	.057	
45 - 49	.073	.051	.159	.087	
50 - 54	.137	.087	.282	.145	
55 - 59	.231	.137	.471	.231	
60 - 64	.340	.225	.680	.376	
65 - Normal Retirement	.492	.369	.984	.593	
Voluntary Personal Accident Insurance:	Single: \$0.015 / \$1,000 Family: \$0.024 / \$1,000				
Long Term Disability:					\$2.74/\$100 Benefit

» Contact Us

MANULIFE FINANCIAL

Extended Health, Dental, Life Insurance, Disability Insurance and Health Care Spending Account

Group Benefits – Health Claims
PO Box 1653
Waterloo, Ontario. N2J 4W1

Group Benefits – Dental Claims
PO Box 1654
Waterloo, Ontario. N2J 4W2

Phone: 1-866-896-8515

Website: www.manulife.ca/planmember

For all correspondence with Manulife Financial please include your plan contract number (87220) and your certificate number found on your Manulife Card.

GLOBAL EXCEL MANAGEMENT

Emergency Travel Assistance

Phone:

1-800-265-9977 (Canada/United States)

Country Code + 800-9221-9221 (International)

SUN LIFE FINANCIAL

Western Pension Plan

Sun Life Financial Customer Care Centre

Phone: 1-866-733-8612 any business day between 8 a.m. and 8 p.m. ET

Website: www.sunlife.ca/western

Sun Life Retirement & Savings Plan for Western Retirees

Retirees and those within five years of retirement can call 1-866-224-3906 (choose option 1) any business day between 8 a.m. and 6 p.m. ET to speak with a Sun Life Retirement Consultant.

Voluntary Personal Accident Insurance

Sun Life Assurance Company of Canada
Group Life Claims
1155 Metcalfe St.
Montreal QC H3B 2V9

Phone: 1-877-893-9893

TELUS HEALTH

Your Employee (and family) Assistance Program

Phone: 1-855-597-2105 (24 hours)

Website: <http://www.uwo.ca/hr/benefits/eap/>

WESTERN UNIVERSITY

Pension Plan, Benefit Plans provisions and Other Benefits

Human Resources
Support Services Building, Room 4159
London, ON N6A 3K7

Use [ASK HR](#) to submit your inquiry or

Phone: 519-661-2194 (Monday to Friday, 8:30 a.m. to 4:30 p.m., ET)

Fax: 519-661-4104

Website: http://www.uwo.ca/hr/benefits/your_benefits/index.html

FINANCE

Professional Expense Reimbursement

Finance

Support Services Building, Room 6100
London, ON N6A 3K7

Phone: 519-661-3839 (Monday to Friday, 8:30 a.m. to 4:30 p.m., ET)

Email: travel@uwo.ca Fax: 519-661-4104

Website: http://www.uwo.ca/hr/benefits/your_benefits/index.html

PROFESSIONAL AND MANAGERIAL ASSOCIATION

Western University

Room 351, University Community Centre
London, Ontario, Canada N6A 3K7

Phone: 519-661-3005

Email: pmaoffice@uwo.ca

Website: <http://www.uwo.ca/pma/index.html>

PRIVACY STATEMENT

Western is committed to protecting the privacy of personal information that is shared with us of all individuals who come into contact with it, be they students, alumni, faculty, staff, or members of the general public. It strives to collect only the specific personal information that is related directly to, and needed for, operating its programs and activities. Personal information will be used, maintained, disclosed and disposed of in accordance with the applicable provincial or federal legislation. Western records that are not subject to statutory privacy rules will be protected in accordance with Western policies and agreements.

Collecting personal information about you is essential to our benefit providers to effectively administer your coverage, to offer you high quality insurance products and to provide you with on-going service. Our benefit providers take great care to keep your personal information confidential and secure.

IMPORTANT NOTE

The information contained in this booklet is intended to provide a summary of benefits available to eligible full-time members of the Professional and Managerial Association and does not contain all of the plan provisions. Many aspects of the benefits are provided through a group insurance contract with the insurance provider and your full benefits and rights are governed by the terms of the Group Master Contract with the insurance provider, the Pension Plan for Administrative Staff and your contract with Western University through your agreement with the Professional and Managerial Association. In the event of a discrepancy between this summary and the official plan documents, the official plan documents will prevail.

Contact Human Resources using [ASK HR](#) or call 519-661-2194 if you have any questions about your compensation and benefits programs.



Western
UNIVERSITY • CANADA



at May 2024

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» Welcome to Your Retirement Journey





» Welcome to Your Retirement Journey

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APPROACH TO RETIREMENT SAVINGS
CONTRIBUTIONS
INVESTMENTS
RETIREMENT INCOME
RETIREMENT AGE¹
LEAVING WESTERN
IN THE EVENT OF YOUR DEATH

You can retire from Western and start receiving retirement income from the Plan as early as 10 years before your normal retirement date, or wait until a later date to start drawing your retirement income, as long as your retirement income begins no later than December 31 of the year you reach age 71.

Except as noted, membership in the Plan – as well as your contributions and Western's – will end, at the latest, on December 31 of the year in which you reach age 69. If you are an eligible member of the Professional and Managerial Association, OPSEU Local 102, IUOE or CUPE 2692 (Hospitality Services), contributions will end on the earlier of this day and the day you reach 95 points (when you are at least age 65 and your age plus service equal 95).

¹Effective September 2021, for members represented by UWOF, including Librarians and Archivists, membership in the Plan - as well as your and Western's contributions- will end, at the latest, on December 31 of the year in which you reach age 71. Termination of membership for all other members of the Academic Plan and Administrative Plan is outlined above.

» Your **Responsibilities**

» **Joining the Plan**

REGULAR FULL-TIME EMPLOYEES

OTHER THAN REGULAR FULL-TIME EMPLOYEES

Membership in the Plan is optional for employees who are not regular full-time, except as noted below.

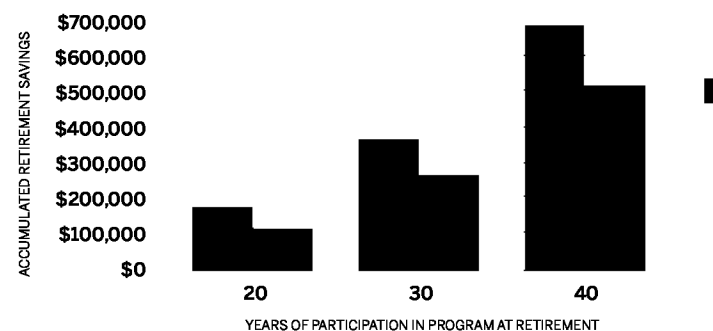
Members who are not represented, or are represented by UWOSA, SAGE, CUPE 2361, or CUPE 2692 will be automatically enrolled in the plan unless they elect to opt out using the prescribed form and within 30 days of being notified of eligibility.

² For members represented by UWOFA, including Librarians and Archivists, you may not join the Plan after December 31 of the year in which you reach age 71 - the day when membership in the Plan ends.

» Joining the Plan

ARE YOU ELIGIBLE TO JOIN THE PLAN BUT
HAVEN'T YET? CONSIDER IT!

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YOUR
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CONTRIBUTIONS

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» Contributing

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MAXIMIZING YOUR CONTRIBUTIONS TO THE PLAN

³ For members represented by UWOFA, including Librarians and Archivists, no contributions shall be permitted beyond December 31 of the year in which you reach age 71- the date at which membership ends.

» Contributing

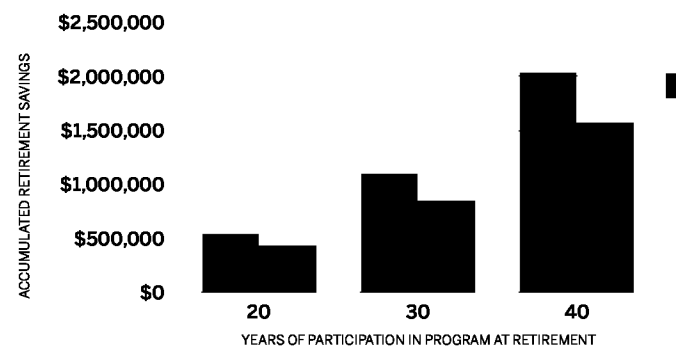
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MAXIMIZING YOUR CONTRIBUTIONS TO THE PLAN
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GET TO KNOW [SUNLIFE.CA/WESTERN](https://www.sunlife.ca/western)

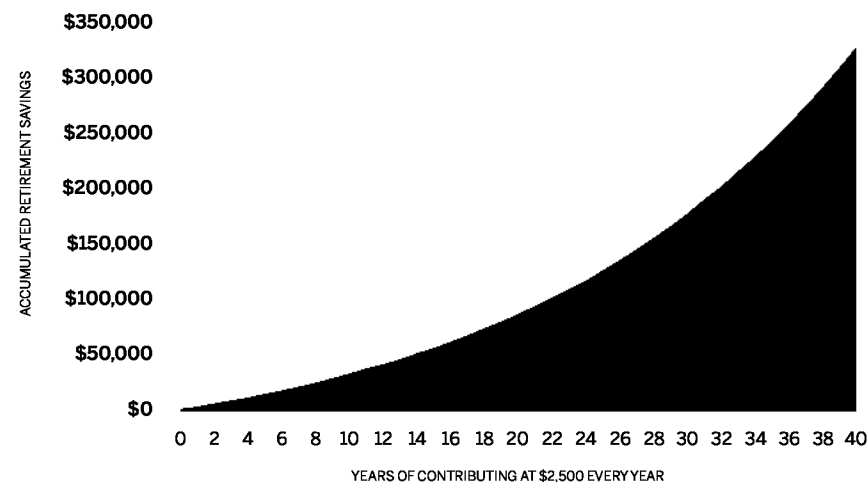
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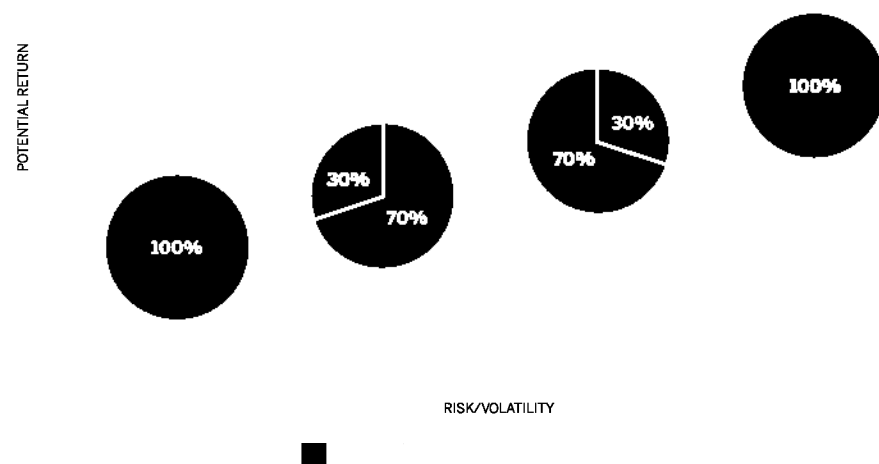
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SUNLIFE.CA/WESTERN

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» **Planning Your Retirement Journey**

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EMPLOYER-SPONSORED PLANS

» Planning Your Retirement Journey

PERSONAL SAVINGS

Personal savings play an important role in your retirement income, topping up your pension income from employer-sponsored and government-sponsored plans to ensure you have a financially comfortable retirement.

Many people use RRSPs to build these savings. You can make tax-deductible contributions to a personal or spousal RRSP, up to specified limits.

Your RRSP contribution limit is set by the Canada Revenue Agency (CRA). The total you can contribute for the year – your RRSP deduction limit – depends on your earned income and your Pension Adjustment (PA). CRA lets you know your RRSP contribution room on the Notice of Assessment you receive when you file your income tax return. You can carry forward unused contribution room. This may allow you, for example, to contribute a larger amount to your RRSP in a future year.

You can turn your RRSP into income at the same time you retire, if you wish. Or, you can maintain it until the end of the year in which you reach age 71.

Another way to build your retirement income is with a Tax-Free Savings Account (TFSA). With a TFSA, you may make annual contributions up to a specified limit. In 2025, this limit is \$7,000. Here are some of the highlights of a TFSA:

» **Administration of the Plan**

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PRINCIPLES OF THE JOINT PENSION BOARD



» **Contacts**

Visit our website

Use ASK HR to contact Human Resources



» Glossary

The Sun Life Retirement & Savings Plan for Western Retirees offers an outstanding opportunity for Western retirees, looking to take an income from their retirement savings. The Sun Life Plan provides access to a broad range of quality investment choices (including those familiar to Western Pension Plan Members), a high degree of flexibility including the option to transfer-in outside assets and spousal accounts, and convenient financial planning support. Western has negotiated very competitive group fees, lower than you would expect to pay as an individual investor. For those who join the Plan **between May 1, 2015 and May 1, 2025**, these fees are guaranteed for life.

**The University of Western Ontario Faculty Association and CUPE Local 2361.2
Collective Agreement Expiring December 31, 2028**

APPENDIX E – SALARY RANGES

BAND	Job Rate (January 1st, 2026)			
	Start	Mid	Mid High	High
1 (352-411)				
VACANT	\$80,857.65	\$83,523.27	\$86,188.91	\$88,854.54
2 (412-471)				
Communications & Engagement Officer	\$91,716.15	\$94,739.76	\$97,763.36	\$100,786.98
Member Services Officer	\$91,716.15	\$94,739.76	\$97,763.36	\$100,786.98
Operations Officer	\$91,716.15	\$94,739.76	\$97,763.36	\$100,786.98
Research & Data Officer	\$91,716.15	\$94,739.76	\$97,763.36	\$100,786.98
3 (472-531)				
VACANT	\$102,574.65	\$105,956.24	\$109,337.82	\$112,719.40
4 (532-591)				
VACANT	\$113,433.17	\$117,172.72	\$120,912.28	\$124,651.83

BAND	Job Rate (January 1st, 2027)			
	Start	Mid	Mid High	High
1 (352-411)				
VACANT	\$82,879.09	\$85,611.35	\$88,343.63	\$91,075.91
2 (412-471)				
Communications & Engagement Officer	\$94,009.05	\$97,108.25	\$100,207.45	\$103,306.65
Member Services Officer	\$94,009.05	\$97,108.25	\$100,207.45	\$103,306.65
Operations Officer	\$94,009.05	\$97,108.25	\$100,207.45	\$103,306.65
Research & Data Officer	\$94,009.05	\$97,108.25	\$100,207.45	\$103,306.65
3 (472-531)				
VACANT	\$105,139.02	\$108,605.14	\$112,071.26	\$115,537.39
4 (532-591)				
VACANT	\$116,269.00	\$120,102.04	\$123,935.09	\$127,768.12

**The University of Western Ontario Faculty Association and CUPE Local 2361.2
Collective Agreement Expiring December 31, 2028**

BAND	Job Rate (January 1st, 2028)			
	Start	Mid	Mid High	High
1 (352-411)				
VACANT	\$85,365.46	\$88,179.70	\$90,993.94	\$93,808.18
2 (412-471)				
Communications & Engagement Officer	\$96,829.32	\$100,021.50	\$103,213.67	\$106,405.85
Member Services Officer	\$96,829.32	\$100,021.50	\$103,213.67	\$106,405.85
Operations Officer	\$96,829.32	\$100,021.50	\$103,213.67	\$106,405.85
Research & Data Officer	\$96,829.32	\$100,021.50	\$103,213.67	\$106,405.85
3 (472-531)				
VACANT	\$108,293.19	\$111,863.30	\$115,433.40	\$119,003.51
4 (532-591)				
VACANT	\$119,175.73	\$123,104.59	\$127,033.46	\$130,962.33

An employee moves across the chart (i.e., from "Start" to "Mid" to "Mid High" to "High" as follows:

1. After the first six (6) months of employment, an employee would move from "Start" to "Mid".
2. One (1) year after transitioning to "Mid" the employee would progress to "Mid High".
3. One (1) year after transitioning to "Mid High" the employee would progress to "High".

APPENDIX F – CONFIRMATION OF PARTICIPATION IN PMA BENEFITS PLAN

LETTER TO DR. SELIGMAN FROM GLITTA KULCZYCKI RE: BENEFITS



October 8, 2004

Dr. Clive Seligman
Treasurer, Faculty Association
The University of Western Ontario

Dear Dr. Seligman,

In response to your email of September 23rd, I've confirmed that both of the Faculty's employees, Lauren Tremblay and Jane LaForge, receive the same benefits as Western's Professional & Managerial Association employees. We in turn charge the Faculty Association a rate of 28.5% for these benefits.

I'm sending you two copies of Western's *Benefits At A Glance* that outlines the benefit coverage and some correspondence related to the Professional Development Allowance Plan.

Trusting this provides you with the information requested.

Sincerely,


Glitta Kulczycki

AGREEMENT FOR THE PROVISION OF SERVICES

Between

The University of Western Ontario

(hereinafter referred to as "Western")

- and -

University of Western Ontario Faculty Association.

(hereinafter referred to as "UWOFA")

Effective January 1, 2010

Whereas UWOFA is an entity, separate and distinct from Western; and,

Whereas the collective agreement between Western and UWOFA effective July 1, 2006, Association Rights article 3.3 requires that UWOFA employees have access to Payroll, Benefit and Pension Administration Services from Western; and,

Whereas the parties agree and acknowledge that all employees, current and future, of UWOFA are not employees of Western;

The parties hereto agree as follows:

Payroll Services

- 1.0 UWOFA will purchase payroll services from Western.
- 2.0 UWOFA employees' payroll will be administered through Western's Human Resource Information System. All payments shall be subject to the withholding and remittance by Western to appropriate government agencies of all taxes and other statutory obligations, on behalf of UWOFA and UWOFA's employees. All salaried employees of UWOFA will be paid monthly, by direct bank deposit, on the second last working day of the month, or in accordance with any revised payment schedule established by Western, but not less frequently than on a monthly payment schedule. All non-salaried, temporary, part-time, or hourly paid employees will be paid weekly, two weeks in arrears, by direct bank deposit, or in accordance with revised payment schedules established by Western.

- 3.0 Western will administer the issuance of T4, T4A, and Non-Resident tax forms to UWOFA employees annually on behalf of UWOFA.
- 4.0 It is agreed that Records of Employment for terminated or laid-off UWOFA employees will be generated by Western and submitted in accordance with governing statute(s) and administrative policies established by Western. UWOFA is responsible for notifying Western of the termination date of the employee.
- 5.0 UWOFA agrees to follow all administrative requirements for the implementation of pay for its employees in accordance with those procedures set out by Western, as may be amended from time to time by Western. Western reserves the right to limit direct electronic access to the payroll system for employees of UWOFA.
- 6.0 Western agrees to inform UWOFA of any changes to Western's payroll, benefit and pension administration procedures at the same time as Western departmental administrators are informed.

Benefits

- 1.0 UWOFA will purchase from Western and make available to its full-time employees the same group insurance benefits that are currently provided by Western to its regular full-time Professional and Managerial Association employees. For greater clarity, these group insurance benefits are as follows: Basic Life Insurance, Optional and Dependent Life Insurance, Voluntary Personal Accident Insurance, Extended Health, Dental, Visioncare and Long Term Disability (the "Group Insurance Benefits"). Effective January 1, 2009, the Group Insurance Benefits will include a Health Care Spending Account for eligible medical expenses up to \$200 per year for an employee with single coverage and \$325 per year for an employee with family coverage. Western shall also provide annual summary statements of all benefits available to each UWOFA employee.
- 2.0 Employees will be deemed to be full-time and therefore eligible for the group insurance benefits described in paragraph 1.0 above, provided their hours of work per week are at or above 25 hours.
 - 2.1 Notwithstanding 2.0, Monique Izzard is deemed to be full-time on reduced responsibility until the end of her current employment contract.
- 3.0 UWOFA will purchase from Western and make available to its full-time employees the same Supplemental Employment Insurance Benefits, Employee Assistance Program, Educational Assistance, Dependent Tuition Benefit Plan, Professional Development Allowance Plan,

Staff/Faculty Health Service access, Computer Purchase program, Rehabilitative and Ergonomic Services. It is agreed and understood that UWOFA employees will not be eligible for any other benefits provided by Western to its own employees, including but not limited to Long Service Recognition Awards, Retirement gifts, safety equipment and negotiated salary increases.

- 4.0 It is agreed that any changes to the Group Insurance Benefits provided to Western's regular full-time Professional and Managerial Association employees will also be applied to UWOFA employees. Notice will be provided to UWOFA to facilitate UWOFA's communication with its affected employees.
- 5.0 UWOFA agrees to furnish and keep in full force and effect during the term of this Agreement Workplace Safety and Insurance Board ("WSIB") insurance, as may be required by WSIB, covering all UWOFA employees who are or may be situated on the Western campus. Upon written request by Western, UWOFA shall furnish a certificate of insurance verifying WSIB coverage, if required, or confirmation from WSIB that coverage is not required. It is agreed and understood that any Workplace Safety and Insurance claim involving UWOFA employees will be directed through UWOFA and not Western.

Pension Administration

- 1.0 UWOFA will purchase from Western and make available to its employees participation in the Western Administrative Staff Pension Plan.
- 2.0 UWOFA may set the pension contribution rate for its employees in accordance with their employment contracts, subject to a maximum employer contribution rate of 8.5% of pensionable earnings and an overall maximum (employer plus employee contributions) in accordance with the Income Tax Regulations (Canada).
- 3.0 It is agreed and understood that the provisions of the Western Administrative Staff Pension Plan as contained in the Official Plan Document, as may be amended from time to time, will apply to UWOFA employees.
- 4.0 It is agreed and understood that the administration of the Western Pension Plan for Administrative Staff is by the Administrative Staff Pension Board.
- 5.0 It is agreed and understood that the terms and conditions of the Administrative Staff Pension Plan, as contained in the Official Plan document, will strictly govern UWOFA employees' entitlement to pension benefits.

Legal Status of UWOFA Employees

- 1.0 Each party is independent from each other and the parties agree that no oral agreement or provisions to this Agreement shall be construed as to constitute UWOFA or any of its employees as being agents, servants or employees of Western, or to create a partnership, joint venture, or employment relationship. The instruction, management, and control of UWOFA employees shall always remain with UWOFA. Neither UWOFA nor Western will have any authority to make statements, representations, or commitments of any kind, or to take any action which shall be binding upon the other, except as provided for herein or authorized in writing by Western or UWOFA to the other.
- 2.0 UWOFA shall be independent of Western, and as such shall have the right to select the manner and method of performing the work of UWOFA. UWOFA shall have the sole responsibility of disciplining its own employees. UWOFA shall have its own employee relations personnel to deal directly with UWOFA's employees.
- 3.0 It is acknowledged that all employment decisions with respect to the employees of UWOFA are made by UWOFA and not by Western. It is acknowledged and agreed that any liabilities due to severance or termination costs relating to UWOFA employees will be borne by UWOFA as the employer and not by Western.
- 4.0 The parties agree that UWOFA employees will be eligible to have a Western email account. Western may, at its discretion, deny any UWOFA employee access to a Western email account upon written notice to UWOFA. It is agreed and understood that UWOFA employees shall abide by all Western policies applicable to this privilege as a condition of obtaining and maintaining a Western email account
- 5.0 The parties agree that UWOFA employees will be eligible for staff parking privileges, campus recreation staff membership rates and library privileges. It is agreed and understood that UWOFA employees shall abide by all Western policies applicable to these privileges as a condition of obtaining and maintaining these privileges.

General

- 1.0 The parties agree that the aforesaid administration services shall be provided to UWOFA at the cost of i) the benefit expense recovery rate for all employment related payments issued through Human Resources, as posted by Western, currently at a rate of 27.5% of salary, paid monthly, and 13% of T4 income paid to non-salaried UWOFA employees payable each pay period and ii) a per annum charge of \$200.00 per UWOFA

employee. Western shall submit an invoice to UWOF A for this per annum charge on a bi-annual basis for all active employees as of June 30, and December 31 each year. UWOF A shall pay same within fifteen (15) business days of receipt.

- 2.0 Upon retirement of an employee who has met the eligibility requirements for post retirement health, dental and life insurance coverage, an actuarial analysis of the value of these benefits at the retirement date will be compared to the accumulated value of premiums paid by UWOF A for these benefits. The excess, if any, of the value of the benefits over the accumulated value of the premiums ("Unfunded portion") will be invoiced to UWOF A for payment.
- 3.0 Payment of post retirement benefits life insurance (\$15,000 benefit) will be a one time cost in the year of retirement (current premium approximately \$5,100). Payment of the unfunded portion of the post retirement health and dental benefits may be amortized over a period, at UWOF A's discretion, up to 15 years, or may be paid in one lump sum. Alternatively, UWOF A may elect to pay annual premiums for as long as the retired employee and their dependents are covered, at a rate equal to the average per capita cost of health and dental benefits for retired staff and faculty from Western, as determined by actuarial assessment each year.
- 4.0 The parties agree that a UWOF A employee who has met the eligibility requirements for post retirement benefits may continue to have access to e-mail accounts, retired staff parking and retired staff library privileges, subject to Western policies applicable to these privileges.
- 5.0 As a condition of enrolment of UWOF A employees on Western's payroll, benefit and pension administration services, UWOF A agrees to have all of its employees sign an acknowledgment that they are employees of UWOF A. This acknowledgement will be in the form attached hereto as Appendix A.
- 6.0 It is agreed and understood that all UWOF A employees will be subject to applicable Western corporate policies while situated on the Western campus. These policies are detailed at <http://www.uwo.ca/univsec/maop/>. All UWOF A employees are obligated to abide by any and all rules, regulations, by-laws, policies or procedures adopted by Western at all times. Western shall provide UWOF A access to all the rules and regulations, by-laws, policies and procedures adopted by Western and UWOF A shall be responsible for ensuring their employees are in compliance with same.
- 7.0 In consideration of the services to be provided to it under this Agreement, UWOF A hereby agrees to indemnify and save Western harmless from any and all claims or demands of any kind whatsoever, including the costs of

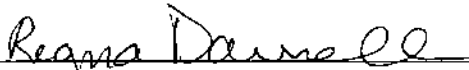
defending such claims or demands, arising out of or related to the proper provision of services described in this Agreement.

- 8.0 UWOFA further undertakes and agrees to defend and indemnify Western, its directors, officers, employees, agents and representatives, in respect of any claim, demand, action, cause of action, damage, loss, cost, liability or expense, including legal fees, which may be made or brought against Western or which Western may suffer or incur directly or indirectly as a result of, in respect of or arising out of any breach, or non-fulfilment, of any covenant or agreement on the part of UWOFA under this Agreement to be observed or performed, or as a result of any negligence on the part of UWOFA, its directors, officers, employees, agents or representatives. Such defence and indemnity shall not apply to any misconduct, malfeasance or negligence of Western, its directors, officers, employees, agents and representatives.
- 9.0 UWOFA undertakes and agrees to defend and indemnify Western and hold Western harmless, at UWOFA's sole expense, from any and all claims, demands, suits, losses, costs, damages and expenses Western may sustain or incur by reason of:
 - 9.1 Any claim or finding that UWOFA employee(s) are employee(s) of Western or are in any employment relationship with Western or are entitled to any employment benefit of any kind from Western; or,
 - 9.2 Any liability on the part of Western under the *Income Tax Act*, *Workplace Safety and Insurance Act*, *Employment Insurance Act* and *Insurance Act*, or any other statute (including, without limitation, any employment benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments or to make any related interest or penalties, by virtue of UWOFA employee(s) being declared to be employee(s) of Western.
- 10.0 It is agreed and understood that UWOFA possesses errors and omissions and liability insurance which provides coverage for its employees and agents and that such employees and agents are not covered by Western's liability insurance provisions.
- 11.0 Either Western or UWOFA reserves the right to terminate this Agreement at any time, upon provision of ninety (90) days' written notice to the other, without prejudice to any claim which Western or UWOFA may have against the other for any breach of any term(s) of this Agreement, at common law or in equity.

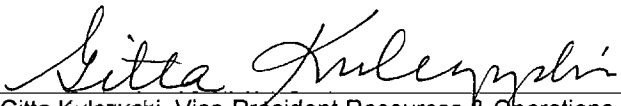
This Agreement is in effect commencing January 1, 2010 until such time as the contract is terminated under 11.0.

Signed this 13th day of Jan, 2010.

For UWOFA


Regina Darnell
President, UWO

For The University of Western Ontario


Gitta Kulczycki, Vice-President Resources & Operations


Irene Birrell, University Secretariat

APPENDIX "A"

I [UWOFA employee's name] hereby acknowledge and agree that I am an employee of The University of Western of Ontario Faculty Association ("UWOFA"). I understand, acknowledge and agree that there is no employee and employer relationship between The University of Western Ontario ("Western") and myself. Furthermore, this Agreement does not allow or permit Western to exercise any control or direction over my employment with UWOFA nor does it obligate me to provide any assistance to Western.

Witness

[Signature of UWOFA Employee]

Date



POLICY 6.11 – Pregnancy and Parental Leaves and Supplemental Employment Insurance Benefits

Policy Category: Personnel

Subject: Pregnancy & Parental Leaves and Supplemental Employment Insurance Benefits

Approving Authority: Board of Governors

Responsible Officer: Vice-President, Operations and Finance

Responsible Office: Human Resources

Related Procedures: Administrative Procedures for Pregnancy and Parental Leave and Supplemental Employment Insurance Benefits

Related University Policies:

Effective Date: July 1, 2013

Supersedes: December 1, 1998; April 28, 2005, June 20, 2013

(Incorporated Policy 6.16 – Parental Leave, Policy 6.17 – Pregnancy Leave and Policy 6.18 – University Supplemental Employment Insurance Benefits (SEIB) Plan)

I. PURPOSE

This policy defines the leave arrangements for pregnancy and parental leaves and supplemental employment insurance benefits available to PMA Eligible staff at Western. It is in accordance with all applicable federal and provincial legislation including, but not limited to the Ontario *Employment Standards Act*.

II DEFINITIONS

Pregnancy Leave – A leave of absence of up to 17 weeks for a PMA staff member who is pregnant.

Parental Leave – A flexible leave of absence of up to 35 or 37 weeks for PMA staff members who have recently become parents of a newborn or newly adopted child(ren).

Parent - Includes a birth parent, an adoptive parent (whether or not the adoption has been legally finalized), or a person who is in a relationship of some permanence with a parent of the child and who intends to treat the child(ren) as his or her own.

POLICY 6.11 – Pregnancy and Parental Leaves and Supplemental Employment Insurance Benefits

III POLICY

1. Pregnancy Leave

- (a) PMA staff members who have thirteen (13) continuous weeks of service at the university as outlined in the Employment Standards Act are eligible for pregnancy leave under this policy.
- (b) Pregnancy Leave may be initiated at any time within 17 weeks of the staff member's expected delivery date, but in any case no later than the day the child is born.
- (c) Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy, and/or delivery of the child(ren), will be treated in accordance with **Policy 6.9 – Sick Leave and Long Term Disability**.
- (d) During the Pregnancy Leave a staff member may qualify for Employment Insurance benefits and may also be eligible for Supplemental Employment Insurance Benefits (SEIB) under the university's SEIB plan as outlined in the **Procedures for Pregnancy and Parental Leave and Supplemental Employment Insurance Plan**.

2. Parental Leave

- (a) To be eligible for parental leave a staff member must have been employed by the university for at least 13 continuous weeks before the start of the parental leave. In the event of a newborn child(ren), the birth mother shall be entitled to a leave of up to 35 weeks; the other parent shall be entitled to a leave of up to 37 weeks. In the event of an adoption, both parents shall be entitled to a leave of up to 37 weeks.
- (b) A female staff member who has taken a pregnancy leave and who elects to take a parental leave, shall take the parental leave immediately following the pregnancy leave, unless the child has not come into the care, custody and control of the mother at the end of the pregnancy leave (e.g., is hospitalized). In such a case, alternative arrangements respecting the timing of the parental leave may be made providing the parental leave starts anytime within 52 weeks of the child(ren)'s birth or the date the child(ren) first come into the mother's care, custody and control.
- (c) All other staff members must begin a parental leave no later than 52 weeks after the date of the child(ren)'s birth or the date the child(ren) first come into their care, custody and control.

3. Continuance of Entitlements and Benefits

- (a) Vacation entitlement and service continue to accrue during pregnancy leave and parental leave.
- (b) During any period of unpaid pregnancy or parental leave, the university-paid portion of the staff member's group insurance benefits premiums and pension contributions will be continued on the same basis as provided for prior to the unpaid leave of absence without alteration or interruption. The staff member may make arrangements with Human Resources to pay his/her share of any paid group insurance benefits premiums and pension contributions.

POLICY 6.11 – Pregnancy and Parental Leaves and Supplemental Employment Insurance Benefits

4. Supplemental Employment Insurance Benefits

PMA eligible staff members who qualify for pregnancy and/or parental leave may be eligible for Supplemental Employment Insurance Benefits as outlined in the **Procedures for Pregnancy and Parental Leave and Supplemental Employment Insurance Benefits** if they meet the following requirements:

- (a) have been employed at the university for a minimum of one (1) year as of the delivery date of the child(ren) or if the child(ren) is adopted, the date on which the child(ren) comes into the care and custody of the adoptive parent(s). The one-year period may be waived in the case of the adoption of a child where the date that the child comes into the care and custody of the parent is outside the control of the parent.
- (b) qualify and are in receipt of Employment Insurance Benefits.

In the case where both parents are employees of Western, the seventeen weeks of SEIB may be taken by one parent or shared between the parents.

5. Return to Work

A staff member who has received Supplementary Employment Insurance Benefits during a pregnancy or parental leave is expected to return to work for the university for a minimum of six months following the date of return from a pregnancy and/or parental leave. If the staff member does not satisfy this condition, he/she will be indebted to the university for the sum of monies paid to him/her by the university during the leave.

A staff member who is on a pregnancy or parental leave shall be informed at the earliest opportunity of any changes in the faculty/administrative unit that have a direct impact upon the staff member's position.

Upon return to work, the staff member is to return to the same position if it still exists or to a comparable position if it does not. If no comparable position exists, the staff member will be treated in accordance with **Policy 6.15 – End of Employment Relationship**.

APPENDIX H - ANNUAL PLAN AND REVIEW FOR UWOF A EMPLOYEES

The purpose of this document and the associated process is:

1. to give employees an opportunity to reflect on where they have performed well over the previous year and where they believe they could improve their performance;
2. to give employees an opportunity to suggest areas of their work where they would like to improve their skills in the coming year and/or particular directions in which they would like their jobs to go, within the context of their job descriptions;
3. to provide a formal process by which employees can reflect on how UWOF A provides services to the members of the faculty and librarian & archivist bargaining units, offer suggestions on how those services could be improved, and outline how they think they could contribute to any such improvements; and
4. to give the UWOF A President and Vice-President designate an opportunity to provide feedback to employees on their performance, and to discuss with employees how their suggestions for improvements to the services offered by UWOF A could be accommodated within UWOF A's long- range planning process.

Employee Name:

Date:

Instructions to employees:

Please provide your responses to the following questions to the UWOF A president by May 1, 20XX. Following your submission, a meeting will be scheduled with the UWOF A president and vice-president between May 15 and May 31 to discuss this self-assessment and plan for the future. The UWOF A president will then provide a response to your comments and a record of the discussion that occurred at the meeting, by June 15. This Annual Plan and Review document will then be placed in your Personnel File.

1. In the space below, please provide a self-assessment of your performance over the last year (May 20XX to April 20XX)
 - a) In what areas or in what ways do you think that you performed especially well in the past year?
 - b) In what areas or in what ways do you think that you could have improved your performance in the past year?
2. In the space below, please suggest areas in which you would like to improve your performance or skills over the coming year (May 20XX to April 20XX), or areas in which you would like to develop your responsibilities. If you have specific ideas of how you might do so, please indicate them.
3. In the space below, please provide comments on areas in which you believe that UWOF A could improve the services that it offers to its members. Please also indicate if there are specific ways that you think you could contribute to any such improvements.

Feedback from the UWOFA President and Vice-President on your responses, and report of the discussion that took place at the Annual Review meeting will be entered in the space below.

UWOFA President Signature

Date:

I acknowledge that the Annual Plan & Review has been shared with me, however I may not necessarily agree with the contents. I have had an opportunity to make written comments in the appropriate section.

Employee signature

Date: