



# COLLECTIVE AGREEMENT

BETWEEN

WILFRID LAURIER UNIVERSITY

AND

WILFRID LAURIER UNIVERSITY  
STAFF ASSOCIATION/OSSTF D35

JULY 1, 2020 – JUNE 30, 2023





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## **ARTICLE 1: PREAMBLE**

**1.1** It is the desire of both Parties to this Agreement:

- (i) to establish and maintain satisfactory relations between the University, Members of the Association, and the Association;
- (ii) to secure prompt and equitable disposition of grievances arising out of the administration of the within Agreement;
- (iii) to establish and maintain conditions mutually satisfactory to both Parties;
- (iv) to promote the morale, well-being, and security of all Members;
- (v) to encourage an efficient and productive environment.

## **ARTICLE 2: DEFINITIONS**

### **Act:**

designates The Wilfrid Laurier University Act, S.O. 1973, as amended 2001.

### **Agreement:**

is this collective agreement negotiated between and ratified by the University and the Association.

### **Association:**

is the Wilfrid Laurier University Staff Association (also WLUSA). The Association is a trade union defined in the certificate of the Ontario Labour Relations Board, Number 2465-95-R, dated October 30, 1995, and is hereinafter referred to as the Association.

### **Bargaining Unit:**

is defined and clarified by the certificate of the Ontario Labour Relations Board, number 2465-95-R, dated October 30, 1995, and attached as Appendix A.

### **Board:**

is the Board of Governors of Wilfrid Laurier University, as provided for in the Act.

### **Chief Representative:**

is the elected representative of the Association who acts as the Chief Grievance Officer.

### **Child:**

except where otherwise indicated will include children, adopted children and step-children of Members.

### **Day:**

means a working day, exclusive of Saturdays, Sundays, and all holidays observed by the University, except as otherwise defined in this Agreement.

**Dean/Department Head:**

the senior academic/administrative head of a faculty/department or a person designated to act in this capacity.

**Designate:**

an individual authorized to act on behalf of an officer of the University, or an individual named to represent a Member, group of Members or the Association.

**Full-Time Member:**

one whose regularly scheduled hours of work are twelve hundred and fifty (1250) or more per year.

**Internally:**

is understood to mean within the Bargaining Unit.

**Member:**

when printed with an initial upper case letter is a Member of the Bargaining Unit as defined by the Ontario Labour Relations Board Certificate, number 2465-95-R, dated October 30, 1995, attached as Appendix A.

**Officers:**

are elected representatives of the Association. The Officers include the President, Past-President (Emeritus), Vice-President (Internal), Vice-President (External), Chief Representative, Treasurer, Chief Negotiator, Secretary and two (2) Members-at-Large.

**OSSTF:**

is Ontario Secondary School Teachers' Federation (also Federation)

**Parent:**

is inclusive of step-parents.

**Part-Time Member:**

one whose regularly scheduled hours of work are less than twelve hundred and fifty (1250) hours per year.

**Parties:**

to this Agreement are the University and the Association.

**President:**

the President of the University.

**Reference Salary:**

is the nominal annual salary to which the Member would be entitled if not on a leave or reduced salary program.

**Salary:**

is the annual gross salary paid to a Member excluding overtime payments and other supplementary payments.

**Senate:**

is the Senate of Wilfrid Laurier University, as constituted pursuant to the Act.

**Spouse:**

except where otherwise indicated, is a person married to a Member, or cohabiting with a Member continuously for a period of not less than one (1) year.

**Stewards:**

are the Council Representatives, elected by geographically defined subgroups of Members.

**University:**

means Wilfrid Laurier University, and its designates, the Board of Governors of Wilfrid Laurier University, or any officers authorized to act on behalf of the Board, and is hereinafter referred to as the University.

**ARTICLE 3: RECOGNITION AND RIGHTS AND PRIVILEGES OF THE ASSOCIATION**

**3.1 Recognition**

**3.1.1** The University recognizes the Association as the sole and exclusive bargaining agent for Members as defined by the certificate of the Ontario Labour Relations Board, number 2465-95-R dated October 30, 1995, attached as Appendix A.

**3.1.2** Notwithstanding 3.1.1, persons registered as graduate or undergraduate students of the University employed by the University shall be excluded from the bargaining unit.

Students, for the purpose of this Agreement, who complete their academic program of study by April 30, shall retain their student status for the period of May 1 – August 31, to continue their existing employment position at the University, provided the area in which the student is working does not have any Association Members on layoff during this period.

The University shall provide to the Association, on a monthly basis, the total number of hours paid to graduate and undergraduate students per area, per pay period.

**3.2 Association Facilities and Services**

**3.2.1** The University will provide to the Association, without charge, the use of office space furnished with the following: desk, desk chair, three (3) side chairs, waste basket, filing cabinet and bookcase. The space will consist of two (2) offices and a meeting room to accommodate twelve (12) people, and a storage room in the same building. The University will also provide internal telephone services with external access (provided that the Association will pay all long-distance charges) and use of the intra- and inter-University mail delivery service.

- 3.2.2** The University will make available to the Association duplication, computing and audio-visual services, and such other University services as may be agreed upon from time to time by the Parties at the then current internal departmental rate.
- 3.2.3** The University agrees to permit the posting of Association meetings, functions and other Association-related documents on nine (9) bulletin boards provided by the University on its premises designated by the University for such purposes. All such notices or documents must be approved by an authorized Officer of the Association. The Association agrees to remove out-of-date material forthwith. The Association will have access to the University's web based events module for the purpose of communicating Association meetings and functions.

### **3.3 Facilities**

- 3.3.1** The University will provide the Association access to meeting rooms on campus for Association business through the University's room booking system and following the normal booking procedures and regulations.
- 3.3.2** Within sixty (60) days following ratification of this Agreement, the University shall provide a digital electronic copy (PDF) of this Agreement via email to each Member, unless the Member has indicated that they would like a print copy, which would be provided without charge.
  - 3.3.2.1** New Members will receive a print copy of this Agreement, without charge, as part of their onboarding package.
  - 3.3.2.2** The University shall provide forty (40) copies of this Agreement, without charge, to the Association.

### **3.4 Association Membership and Service**

- 3.4.1** Every Member will have the right to join the Association and thereby participate in its activities. The University will not interfere with members of the Association attending Association meetings or attending to Association business providing that such participation or attendance does not interfere with the fulfillment of the Members' duties.
- 3.4.2** The University agrees to allow from 4:00 pm to 4:30 pm on the last Wednesday of September, November, January and March for Association general meetings. Members who attend these meetings will forgo their afternoon rest periods. Members will request approval to attend such meetings from their immediate supervisor at least one day prior to the meeting. Such approval will be granted except in circumstances where such approval would result in there being insufficient staff remaining to maintain a reasonable level of service in the department.
- 3.4.3** The University agrees to allow a release period of three and a half (3.5) hours (inclusive of the one hour unpaid lunch period) for WLUSA members to attend the Annual General

Meeting with no loss of compensation and benefits. The Association agrees to verify the attendance of any Member if the University requests verification of attendance.

**3.4.4** Members will not unreasonably be denied attendance to two (2) consecutive Association meetings.

### **3.5 Dues Check-Off**

**3.5.1** Each pay period, the University will deduct from each Member an amount equal to such dues as are uniformly and regularly payable by a WLUSA member in accordance with the Constitution and By-Laws of the Association and such other assessments as are authorized in writing to the University by the Association.

**3.5.2** The Association will advise the University in writing of any change in the amount of regular dues or assessments; such notice to be given at least twenty (20) days prior to the effective date of such change.

**3.5.3** When the amounts specified under Article 3.5.1 are remitted, the University will inform the Association electronically of the following for each Member: name; job title; position definition, as per Article 12.1; department; worked hours; gross pay; and dues/assessments deducted. At all times, along with the monthly dues remittance, the University will provide the Members' names, gross pay and dues/assessments deducted. Should the University be delayed in providing the additional information, the Association agrees not to grieve. The University will provide that information and any corrections as soon as possible thereafter.

**3.5.4** The University will, no later than the 15th of the month following in which the deductions are made, remit to the Association the amounts deducted in accordance with Article 3.5.1.

### **3.6 Rights of the Association**

**3.6.1** The University recognizes that Members have the right to attend open meetings of the Board and Senate and to attend any open meetings of committees of those bodies, provided that such attendance does not interfere with the fulfillment of the Members' duties.

**3.6.2** The University recognizes that the Association has the right at any time to call upon the assistance and presence of a duly authorized representative from a law firm or qualified representative of the Association's choice. Such duly authorized representatives will, subject to the provisions of the Act have access to the University's premises to consult with Association Officers and/or Members provided that such activities do not interfere with the fulfillment of the Members' duties.

**3.6.3** No Member will be required or permitted to make any written or verbal agreement that may conflict with the terms of this Agreement.

**3.6.4** Where it is stated in this Agreement that a Member has the right to Association representation, the University shall notify the Member, prior to the start of a meeting, of such right.

**3.7 Release and Assistance to Officers, Stewards and Members**

**3.7.1** The University acknowledges and recognizes the role of the Officers of the Association, one of which will be the Chief Representative, who are authorized to conduct the official business of the Association and to represent Members in discussions and dealings with the University in connection with any matters which may properly arise out of the administration of this Agreement.

**3.7.2** A list of officers, stewards and committee members will be forwarded by the Association to the University within ten (10) working days of their appointment or election. The Chief Human Resources and Equity Officer will inform the relevant supervisors of the names of the Members involved in duties required by the Collective Agreement. The Association acknowledges that its Officers and other representatives have regular duties to perform as employees of the University and agrees that such Members will not leave their regular duties without first receiving permission from their immediate supervisor. Such permission will not be unreasonably withheld.

**3.7.3** The University agrees to provide the Association with a maximum of one hundred fifty (150) hours of release time annually for the purpose of conducting the business of the Association and/or for union training and development for Members. It is understood that the Association will incur all costs for the training and development. In addition, the Association may purchase up to one hundred and twenty (120) hours of release time per month at the rate of the Member for whom the time is being purchased. The Association will inform the University of the names of the Members for whom the release time is being used. The University will issue an invoice to the Association.

**3.7.4 Association President Release**

**3.7.4.1** A Member who has passed their probation period and has been elected to the Association President position will have full release from their primary position when in the Association President role.

**3.7.4.2** The University shall continue the salary for the Association President to an annual maximum of \$60,000 plus full pension and benefits on the Member's reference salary. The Association agrees to reimburse the University for the Association's President's base salary in excess of \$60,000.

**3.7.4.3** Seniority will continue to accrue and at the end of the Association President's role, the Member will return to their primary position.

- 3.7.4.4** The primary position shall be backfilled for the entire duration of their elected leave. Members hired to backfill the position will be hired on a limited term position as outlined in Article 12. External hires will be eligible to apply for posted vacancies as an internal candidate, if hired for more than eighteen (18) months.
- 3.7.5** Five (5) Members of the Association will be granted release time with no loss of compensation and benefits to participate in negotiations, conciliation, and mediation. During the six (6) months prior to the expiration of this Agreement, an additional two (2) days of release time with no loss of compensation and benefits will be granted for the purpose of finalizing the bargaining proposal.
- 3.7.6** Should a Member require release time to participate in an OSSTF committee or related event, OSSTF will issue a time release request to Human Resources outlining the details of the request. The University shall issue an invoice for the reimbursement of costs incurred to replace the Member during this release.
- 3.7.7** Release time to attend to matters arising under Article 30 (Grievance Procedure) is covered under Article 30.1.
- 3.7.8** It is understood that these clauses apply to meetings held during the Member's normal working hours and that, except as provided by legislation or statute, no overtime compensation will be granted for meetings extending beyond or commencing prior to the Member's normal work hours.
- 3.8 Contracting Out**
- 3.8.1** Circumstances may arise where the University considers it appropriate to contract out. In such cases, no Member in a continuing position, as defined under Articles 12.1.1, 12.1.3 and 12.1.7 (ii) shall lose employment, hours of work or salary as a direct or indirect result of contracting out.
- 3.8.2** In the event a position is declared redundant as a result of contracting out, the Member will have access to Article 13: (Position Redundancy/ Layoff), Article 14: (Priority Placement) and Article 15: (Displacement).
- 3.8.3** Affected Members will receive three (3) months notice in addition to the notice period described in 13.8 or six (6) months notice, whichever is greater.
- 3.8.4** The Association has the right to represent the Member throughout the process.
- 3.8.5** In order to enhance a Member's qualifications, the University will provide the Member with a reasonable level of training for a position(s) that becomes available during the Priority Placement period. The Human Resources Department will work with the Member and the Association Representative to identify future possible vacancies to which the Member's training can be applied.



- 3.8.6** From the initial notice of redundancy, for a period of twelve (12) months, the Member may choose severance at twice the rate described in Article 14.12.
- 3.8.7** Should the Member not receive a suitable continuing position during the Priority Placement process and should the Member be unable to displace into a continuing position in accordance with Article 15: (Displacement), then the University will provide the Member with additional Priority Placement rights. Every effort will be made to fully utilize the competencies of the affected Member. The Member agrees to work with the University in such efforts.
- 3.8.8** If the Member's new continuing position is at a lower grade level, the Member will maintain their current salary in accordance with Article 28.2.2.
- 3.8.9** Prior to every JAUC meeting, the University shall provide the Association with either a copy of previously signed contracting out agreements or will use the form in APPENDIX B: if any of the contract(s) contain proprietary or confidential information that cannot be shared.

#### **ARTICLE 4: JOINT ASSOCIATION UNIVERSITY COMMITTEE**

- 4.1** The Joint Association University Committee (JAUC) will attempt to foster effective communications and working relationships between the Parties, and to maintain a spirit of mutual co-operation and respect. This Committee will review matters of concern, arising from the application of this Agreement, excluding any issue that is at that time being resolved under the grievance and arbitration procedures set out in Article 30: (Grievance Procedure).
- 4.2** The JAUC will be comprised of the Association President, (or designate), the Director, Faculty and Staff Relations, (or designate), two (2) additional representatives of the Association and two (2) additional representatives of the University.
- 4.3** A quorum will be four (4) members, provided that two (2) representatives of each Party are present.
- 4.4** The Association President and the Director, Faculty and Staff Relations will serve as joint Chairs who shall be responsible for preparing a mutually agreed upon agenda. The joint Chairs, on an alternate basis, shall be responsible for distributing the agenda, preparing and distributing minutes, and for presiding over the meeting.
- 4.5** The Committee shall not have the power to add to, subtract from, or amend the terms of this Agreement.
- 4.6** The Committee shall meet at least once every two (2) months, and at other times as it decides. Regular meetings may be waived by agreement by both Chairs.

## **ARTICLE 5: CORRESPONDENCE AND INFORMATION**

- 5.1** Except where otherwise specified in this Agreement, correspondence between the Association and the University arising out of this Agreement or incidental thereto will pass between the Chief Human Resources and Equity Officer and the President of the Association, or their designates.
- 5.2** Where written notice is specified in the Agreement, the University's internal mail will be deemed adequate means, unless otherwise specified in this Agreement, or as mutually agreed to by the Parties.
- 5.3** The University will provide the Association with the following information, preferably in electronic format:
- (i) annually, a list containing the names of all Members, their job title and classification
  - (ii) bi-weekly, through the Staff Changes Report, all hires, changes in classification, type or length of appointment, leaves, transfers and terminations involving all Members in positions covered by the bargaining unit;
  - (iii) two (2) copies of the latest University budget and budget report when circulated to the Board;
  - (iv) two (2) copies of the annual audited statement of the University when presented to the Board;
  - (v) notice of meetings, agenda, and a copy of the public minutes of the Board at the time of distribution;
  - (vi) notice of meetings, agenda and a copy of the public minutes of the Senate at the time of distribution;
  - (vii) the names and addresses of all persons appointed or elected to positions on the Board or Senate, together with the names of persons appointed or elected to Board or Senate committees with any terms of reference of those committees at the time of their election or appointment;
  - (viii) approved minutes of the Building and Properties Committee and Finance and Investment Committee of the Board, and the audited and other reports concerning the pension and benefits plans;
  - (ix) such other information as may be set out elsewhere in this Agreement that is required to be given.

- 5.4** The Association agrees to provide the University with the following information, preferably in electronic format:
- (i) a copy of each Association newsletter at the time of distribution to the Members;
  - (ii) a copy of the Constitution and By-laws of the Association as they exist at time of ratification and as they are updated;
  - (iii) a list of the Officers and Stewards of the Association as they exist at time of ratification and as they are updated;
  - (iv) such other information as may be set out elsewhere in this Agreement that is required to be given.

#### **ARTICLE 6: NO DISCRIMINATION**

- 6.1** The Parties recognize the importance of an inclusive work environment and have a joint desire for a workplace free from discrimination. The Parties agree that there will be no discrimination, interference, restrictions, coercion, or intimidation exercised on or practised by the University or the Association in regard to any matter associated with the terms and conditions of employment of Members by reason of race, creed, colour, sex, gender identity, gender expression, marital status, ethnic origin, ancestry, place of origin, political or religious affiliation, sexual orientation, citizenship, age, record of offences, family status, disability, language (unless an occupational requirement of a position), nor by reason of membership or non-membership or activity or lack of activity in the Association. Except as otherwise provided in this Agreement, the interpretation and application provisions of Part II of the Human Rights Code, RSO 1990, Chapter H.19, as amended, shall apply to the administration of this Article.

#### **ARTICLE 7: MANAGEMENT RIGHTS**

- 7.1** The University has the right to manage its affairs subject to the limitations of this Agreement.
- 7.2** Without limiting the generality of the foregoing, the Association recognizes and agrees that the University has the exclusive right and responsibility:
- (i) to manage its business;
  - (ii) to maintain order, discipline, and efficiency including the right to plan, direct, and control the workforce;
  - (iii) to hire, classify, promote, transfer, demote, lay off, or recall employees, and to expand or reduce the size of the workforce;
  - (iv) to alter, combine, or cease any operation, function, or service.

- 7.3** The University has the right to establish and enforce reasonable rules and regulations and to discipline, suspend, or discharge employees for just cause.
- 7.4** The University will exercise the foregoing rights in a manner that is fair, reasonable, and consistent with the terms and provisions of this Agreement. In the event that it is alleged that the University has exercised any of the foregoing rights contrary to the provisions of this Agreement, the matter may be the subject of a grievance.

## **ARTICLE 8: MEMBERS' FILES IN THE HUMAN RESOURCES DEPARTMENT**

### **8.1 Personnel Files**

- 8.1.1** The University and the Association agree that the University must maintain accurate personnel records. The Member will advise the Human Resources Department immediately if there is any change in personal data, such as name change, address or telephone number.
- 8.1.2** The Parties agree that there shall be one official personnel file for each Member and that this file will be maintained in the Human Resources Department. The official personnel file shall include records relating to both the employment status of a Member, including, but not limited to, the original application form/resume, job posting, offer letter, job and salary history and job performance documentation as well as any documentation in accordance with Article 29: (Discipline and Discharge Cases) and Article 12.2 (Probationary Period). The University shall notify the Member of any addition to their official personnel file that pertains to performance.
- 8.1.3** Members will have the right to examine their official personnel files, exclusive of any letters of reference which have been provided on a confidential basis, by application to the Human Resources Department during normal business hours.
- 8.1.4** Any letters related to disciplinary issues as referred to in Article 29: (Discipline and Discharge Cases) that are at least eighteen (18) months old will be removed from a Member's official personnel file and reference will not be made to them, provided that no similar disciplinary documents relating to similar problems have been added to their official personnel file during that eighteen month period.
- 8.1.5** Members may supplement the contents of their personnel files with documents related to their employment by forwarding such documents to the Human Resources Department.

### **8.2 Confidentiality of Personnel Files**

- 8.2.1** The security and confidentiality of personnel files will be the responsibility of the Office of the Chief Human Resources & Equity Officer.

- 8.2.2** Access to personnel files will be limited to the Member, staff in the Human Resources Department and to the Member's current manager and other authorized University officials in connection with personnel, administrative and/or labour relations matters.
- 8.2.3** When the Human Resources Department receives requests for personal or employment-related information regarding a Member from an external agency, it will confirm employment only. Additional information will only be divulged with the written authorization of the Member.

### **8.3 Member Health Files**

- 8.3.1** All Member health files, including physician statements requested as per Article 25.16 (Sick Leave) will be kept in an area separate from all other personnel files and under secure conditions. Access to the files will be limited to authorized persons within the Human Resources Department.
- 8.3.2** The Safety, Health, Environment and Risk Management (SHERM) department is responsible for the administration of the WSIB program and its related files. These files will be kept in a secure location and accessed solely by authorized personnel in that department.
- 8.3.3** Access will only be provided to any other person(s) with the prior approval of the Member.

## **ARTICLE 9: NEW STAFF ORIENTATION**

- 9.1** The Human Resources Department will notify the President of the Association of the names of new Members prior to their first day of employment.
- 9.2** A representative of the Association will be given the opportunity to meet with new Members at a monthly Orientation Session arranged by the Association. The monthly session will be limited to a maximum of thirty (30) minutes per month, within regular hours, with no loss of compensation and benefits.

## **ARTICLE 10: STRIKES AND LOCKOUTS**

- 10.1** The Association agrees that there will be no strike, slowdown, or other interruption of work during the term of this Agreement.
- 10.2** The University agrees that there will be no lockout during the term of this Agreement.
- 10.3** In the event that any employee of the University other than those covered by this Agreement, engages in a lawful strike and maintains picket lines, Members covered by this Agreement will neither be asked nor be required to perform work normally done by those employees, with the exception of those Members who manage or supervise the work of employees who are covered under the terms and conditions of another collective agreement.

## **ARTICLE 11: SENIORITY**

- 11.1** Seniority is defined as the length of continuous service calculated from the most recent date of employment with the University. One (1) year of seniority will be earned when a Member has been employed for a period of one (1) year in which their regularly scheduled hours are twelve hundred and fifty (1250) or more per year. Seniority will not be affected by absence resulting from vacations, holidays, sick leave or injury, suspensions, or other leaves as provided for in this Agreement.
- 11.2** Seniority of Members whose regularly scheduled hours of work are less than twelve hundred and fifty (1250) hours per year will be determined on a pro-rata basis, in accordance with Article 11.1. Overtime hours worked in excess of regularly scheduled hours will not be used in calculating seniority.
- 11.3** The University will maintain a seniority list showing the date upon which the Member commenced their most recent employment with the University and their total years of equivalent full-time service. An up-to-date seniority list will be sent to the Association and will be posted on agreed-upon bulletin boards in September of each year and, within two (2) weeks, if requested by the Association. Human Resources Department will also post the seniority list on the Human Resources Department website. The Association will post copies of the seniority list on the agreed-upon bulletin boards.
- 11.4** Members will lose their seniority and will be deemed to have terminated their employment with the University for any of the following reasons:
- (i) they complete a limited-term appointment;
  - (ii) they are discharged for just cause and not reinstated;
  - (iii) they resign or retire;
  - (iv) after a layoff they fail to return to work as per Article 16: (Recall Rights);
  - (v) they are laid off for a period longer than provided in Article 16: (Recall Rights);
  - (vi) they have been absent from work because of illness or injury for a period in excess of twenty four (24) months. Such periods may be extended by mutual consent of the Association and University. This clause is subject to the Parties' obligation under the Ontario Human Rights Code. Members on an approved Long Term Disability claim will be eligible for benefits under Article 26.3.1.

## **ARTICLE 12: APPOINTMENT OF MEMBERS**

### **12.1 Position Definitions**

**12.1.1** A Continuing Position is a position, either full-time or part-time, where no ending or renewal date is stated at the time of posting.

**12.1.2** A Limited-Term Position is a position, either full-time or part-time, where an ending date is stated at the time of posting and where there is no employment commitment beyond the specified term. The University may, with the agreement of the Association, establish a Limited-Term Position for a period of greater than twenty-four (24) months. Such agreement by the Association will not be unreasonably withheld.

**12.1.3** A Recurring Position is a Continuing Position, either full-time or part-time that incorporates one (1) regularly scheduled commencement and cessation of employment.

**12.1.4** Limited-Term Positions are not substitutes for, or alternatives to, Continuing Positions and may be made:

- (i) to replace a Member on leave;
- (ii) to replace a Member on an appointment involving changed responsibility (e.g., temporary upgrading);
- (iii) to fill a position made available with funds from sources that stipulate a contractually limited-term availability (e.g., grants);
- (iv) to fill a position made available by the initiation or implementation of a fixed-term activity, such as a fund-raising campaign;
- (v) in the event that the University establishes a new position in response to a new initiative where it is not certain that the position will continue beyond the length of the specified term;
- (vi) to fill a vacant continuing position that because of an upcoming restructuring or the implementation of new technology will not be continued beyond the length of a Limited-Term Position;
- (vii) where the Continuing Position has been identified as an upcoming redundancy to satisfy announced budget reductions.

**12.1.5** It is the intention of the University to replace a Member on leave with a Limited-Term Position of the same grade, hours of work and schedule as the position the Member held prior to the first day of the leave. In the situation where this presents a valid operational concern, mutual agreement between the parties must be sought prior to posting.

**12.1.6** In the event that a Limited-Term Position continues beyond the maximum period:

- (i) the University and the Association may mutually agree to extend the length of the Limited-Term Position. Members hired externally into that position will continue to be eligible to apply for posted vacancies as an internal candidate. A copy of the written extension will be sent to the Association; or
- (ii) the University will post the position as a Continuing Position and will fill the position in accordance with the provisions of the Agreement; the incumbent will be permitted to apply for the posted Continuing Position and will be considered an internal applicant.

Subject to the foregoing, the termination of employment at the end of a Limited-Term Position will not be made subject of a grievance.

**12.1.7** Temporary Positions/Appointments will be made where assistance is needed during specific periods of temporary rush or for specific special assignments or where replacements are needed for Members absent for reasons such as leaves of absence, illness, paid holidays, or vacations.

**12.1.8** Temporary Positions/Appointments are not substitutes for or alternatives to Continuing, Limited-Term, or Recurring positions.

**12.1.9** It is understood that a Temporary Position/ Appointment will not exceed seventy (70) working days. This term can be extended only with the written agreement between the Association and the University. Such extensions will not be unreasonably sought nor denied.

**12.1.10** For positions that are extended beyond seventy (70) days in length, the Member will be eligible to apply for posted vacancies as an internal candidate, receive 4% in lieu of benefits and be placed on an appropriate step on the salary grid. Notwithstanding, a probationary period will only commence once the Member is successful in obtaining a Limited-Term or Continuing Position.

**12.1.11** Members in Temporary Positions/Appointments will be subject to terms and conditions laid out in APPENDIX D:.

**12.1.12** The Association and the University recognize that not all Bargaining Unit positions can operate efficiently under some of the conditions of the current Agreement and that specific employment provisions may be required for certain positions. These positions can be found in Appendix E.



## **12.2 Probationary Period**

- 12.2.1** From the most recent date of employment, a newly hired Member will be on probation for a period of thirteen (13) weeks for positions up to and including grade level seven (7) and a period of twenty-six (26) weeks for grade levels eight (8) and higher.
- 12.2.2** At the time of hire, the manager will advise the Member of the job requirements and the expectations of successful job performance. Throughout the Probationary Period, the Member's progress and performance will be reviewed regularly based on the job requirements and the expectations of successful job performance provided to the Member at the time of hire. Any concerns will be documented with a copy being sent to the Member.
- 12.2.3** If performance is deemed to be satisfactory, the appointment will be confirmed in writing.
- 12.2.4** If the Member's progress and performance is deemed to have been unsatisfactory, the Member's manager will either request an extension of the Probationary Period from the Association, or will terminate the Member's employment. Notwithstanding, the employment of probationary Members may be terminated at the discretion of the University at any time during their probationary period provided that such termination is not arbitrary, discriminatory or in bad faith. Request for an extension will not be unreasonably denied.
- 12.2.5** The Member must be actively at work during the Probationary Period. If the Member is unable to attend work due to scheduled vacation or sick leave the Probationary Period may be extended by the number of days absent.
- 12.2.6** The Association will be notified in advance of all terminations of probationary Members, as per Article 29: (Discipline and Discharge Cases).

## **12.3 Position Posting**

- 12.3.1** The University shall post Bargaining Unit vacancies within twenty (20) working days of the position becoming vacant. If a vacancy is not posted within the time allotted, the University shall provide in writing to the Association, rationale for the delay.
- 12.3.2** Prior to posting, Members on Layoff with Recall Rights (Article 16:) will be considered for vacant positions, followed by Members on Priority Placement (Article 14:). Members with Recall Rights who apply for positions at grade levels higher than they held at the time of layoff will be considered internal candidates. If the position remains vacant after this process, the University will post the position.
- 12.3.3** All Bargaining Unit positions will be posted internally. The University agrees that Members have priority over persons outside the Bargaining Unit.

**12.3.4** Vacancies for new or existing positions as defined in Articles 12.1.1, 12.1.2, and 12.1.3 will be posted electronically, with a copy sent to the Association at the same time, for five (5) consecutive working days from the date of issue. Internal postings of Bargaining Unit positions are available to eligible Members only, as defined in Article 12.3.6.

**12.3.5** The University may post all vacant Bargaining Unit Positions externally immediately after the internal posting deadline date has passed. In cases where the University believes that there are no internal applicants who have the required qualifications, skills and ability, as stated in the job posting, or believes that the terms and conditions of the position are such that no internal applicants would apply for the position, the University may request to post the position both internally and externally at the same time. Such requests would not be unreasonably denied by the Association. The posting will include:

- (i) title, department, and description of the position;
- (ii) position manager/department chair/ administrative manager and, where applicable, immediate supervisor;
- (iii) job grade, salary range and job factor scores;
- (iv) employment category, including the start and end dates for Limited-term and Recurring Positions;
- (v) regular work schedule including any requirements to work evenings, weekends, or be on-call;
- (vi) required qualifications, skills, and ability, including the allowance of equivalencies as defined in Article 12.4;
- (vii) posting date, internal posting deadline, external posting deadline and the expected start date of the successful candidate.

**12.3.6** To be eligible to apply for posted vacancies as an internal candidate, Members must have completed their Probationary period. Members hired externally into a Limited-Term Position can only apply for other vacant positions three (3) months prior to the end of the limited term or, earlier if the limited term position is replaced with a continuing position. Such Members will be notified in their offer of employment.

**12.3.6.1** Notwithstanding 12.3.6, should the Limited-Term Position be extended beyond the original anticipated end date, the Member will continue to be eligible to apply for posted vacancies as an internal candidate.

## 12.4 Equivalencies

**12.4.1** For positions that require legal education certification, such as a Nursing Diploma or Registered Massage Therapist designation, equivalencies will not be permitted.

**12.4.2** For positions where an equivalency may be permitted, internal applicants who do not meet the minimum education requirements would need to possess two (2) additional years of relevant experience for every one (1) year of education that they do not possess to meet the minimum education requirements, using the following chart:

<b>Education Required</b>	<b>Equivalency (related work experience)</b>
Secondary, plus One Year Post-Secondary education	Secondary plus 2 years work experience
College Diploma (2 year program)	1 year post-secondary education plus 2 years work experience
	No post-secondary education plus 4 years work experience
Bachelor's Degree (4 year program)	3 years post-secondary education plus 2 years work experience
	2 years post-secondary education plus 4 years work experience
	1 year post-secondary education plus 6 years work experience
	No post-secondary education plus 8 years work experience

**12.4.3** Notwithstanding Article 12.4.1, should the University determine that a position should not allow equivalencies, the position shall be sent to the Joint Job Evaluation & Pay Equity Steering Committee (JJEPEC) for final decision.

## **12.5 Application Process**

**12.5.1** All internal applicants are required to submit an updated resume with their cover letter as per the instructions on the posting notice. Applications will be accepted up to the internal deadline date. Applications may be accepted up to the external deadline date if the applicant was absent from the workplace during the posting process and only if the selection process has not reached the job offer stage.

**12.5.2** All applications will be considered in strictest confidence.

**12.5.3** The Human Resources Department will not divulge any information pertaining to external applications until the internal applicants have been thoroughly processed and no qualified applicant is found.

## **12.6 Selection Process**

**12.6.1** The University will review the resume and cover letter to determine whether an internal applicant appears to meet the required qualifications, skills, and ability, or appears to possess the equivalent education and experience as described in Article 12.4, as listed in Article 12.3.5 (Position Posting), of the posted vacancy and will be given an interview.

**12.6.2** If there are more than five (5) internal applicants who meet the conditions of Article 12.6.1, the University may, on the basis of seniority, establish a shortlist of at least five (5) applicants.

**12.6.3** The University will use the interview process to confirm the Member's qualifications, skills, and ability. The Hiring Manager may request, from Human Resources, to view letters of discipline that are relevant to the performance of the applicant. Annual Performance Reviews shall not be used in the hiring process.

**12.6.4** No applicant will be deemed unqualified who, with a reasonable amount of training as per Article 12.8.1 would be able to perform the duties of the job.

**12.6.5** Where the skills, ability, relevant past performance, and qualifications of the applicants are relatively equal, the position will be given to the applicant with the most seniority.

**12.6.6** It is agreed that Members will not be considered for position vacancies if the transfer or promotion would result in their supervising or being supervised by a spouse, child, sibling or parent as defined in the Ontario Human Rights Code.

**12.6.7** At the conclusion of the internal selection process, the hiring manager or the Human Resources Department will notify the unsuccessful applicants who, upon request will receive in writing, all the reasons for not being selected. The unsuccessful applicants may also request a follow-up meeting with the hiring manager or the Human Resources

Department for the purpose of receiving feedback and to identify areas for professional development.

**12.6.8** Successful internal applicants will be released from their present position as soon as possible. Once their former position is filled, the applicant may be expected to spend some time assisting with the orientation of the new Member. Such requests will not be unreasonably denied by the applicant or their immediate supervisor.

**12.6.9** In the event that a vacancy occurs within thirteen (13) weeks of the original vacancy posting date, the University may elect to reconsider the original applicants. Such applicants will be advised of the intention to re-open the selection process and will be given the opportunity to provide the Human Resources Department with updated information about their qualifications. The Human Resources Department will notify the Association in writing, no later than five (5) working days following the decision to re-fill the position, that the University has reopened the selection process.

## **12.7 Transfers/Promotions**

**12.7.1** No Member will be required to accept a transfer or promotion to a position outside of the Bargaining Unit without that Member's consent.

**12.7.2** A Member who accepts a management position outside of the Bargaining Unit will cease to accrue seniority and will lose their status as a Member. If they return to a position in the Bargaining Unit within two (2) years from the date of such move, their seniority accrued at the time of leaving the Bargaining Unit will be restored.

**12.7.3** A Member who accepts a non-management position outside of the Bargaining Unit will cease to accrue seniority and will lose their status as a Member. If they return to a position in the Bargaining Unit, their seniority accrued at the time of leaving the Bargaining Unit will be restored.

**12.7.4** If an employee in a non-management position, who at the time of certification was excluded from the Bargaining Unit, gains a position within the Bargaining Unit, their seniority will be calculated based on their years of employment with the University up to the date of certification. These employees may apply for job postings under Article 12.5 (Application Process) and, for that purpose, they will be considered internal applicants under Article 12.3 (Position Posting).

**12.7.5** In order to return to a position within the Bargaining Unit, any of the employees referred to in Articles 12.7.2 and 12.7.3 must apply for the position as an external candidate in accordance with Article 12.3 (Position Posting).

**12.7.6** With the prior approval of their manager, which will not be unreasonably withheld, a Member in a Continuing or Recurring Position who accepts a Limited-Term Position, in accordance with Article 12.6 (Selection Process), will have the option to return to their previous position upon the completion of the Limited-Term Position.

**12.7.7** For limited term positions of twelve (12) months or greater, the Member must return to their continuing position for no less than six (6) months prior to commencing another limited term position unless by mutual agreement between the Member and manager which will not be unreasonably denied.

**12.7.8 Limited-Term Management Positions**

**12.7.8.1** A Member in a Continuing or Recurring position who accepts a limited-term management position may return to their primary position upon completion of the limited-term management position under the following conditions:

**12.7.8.1.1** The Member receives approval from their manager prior to accepting the position, which will not be unreasonably withheld; and

**12.7.8.1.2** If the management position is to replace someone on a Pregnancy, Parental and/or Adoption Leave, the length of the limited term-management position shall be no greater than the length of the Leave. Otherwise, the length of the limited-term management position shall be no greater than twelve (12) months.

**12.7.8.2** It is understood that the University will post a Limited-Term Position whose end date coincides with that of the limited-term management position to replace the Member.

**12.7.9 Limited-Term Non-Management Positions Outside of the Bargaining Unit**

**12.7.9.1** A Member in a Continuing or Recurring position who accepts a limited-term non-management position that is outside of the bargaining unit may return to their primary position upon completion of the limited-term non-management position under the following conditions:

**12.7.9.1.1** The Member receives approval from their manager prior to accepting the position, which will not be unreasonably withheld; and

**12.7.9.1.2** The length of the limited-term non-management position shall be no greater than twenty-four (24) months.

**12.7.9.2** It is understood that the University will post a Limited-Term Position whose end date coincides with that of the limited-term non-management position to replace the Member.

**12.8 Trial Period**

**12.8.1** The purpose of a Trial Period is to give the University an opportunity to assess the ability of the Member to perform the duties of the new position to reasonable expectations. The Member will receive appropriate job instruction during the Trial Period.

**12.8.2** Throughout the Trial Period, training deemed necessary for the job requirements will be provided.

- 12.8.3** There will be a Trial Period of eight (8) weeks for positions up to and including grade level seven (7) and a trial period of twelve (12) weeks for grade levels eight (8) and higher. The Trial Period may be extended in the event the Member is absent from work for a period of five (5) days or more. The extension can be no greater than the number of days absent.
- 12.8.4** The supervisor will review the Member's progress and performance with the Member and, if requested by the Member, their Steward, no later than five (5) days prior to the expiration of the Trial Period.
- 12.8.5** If performance is satisfactory, the Human Resources Department will confirm the appointment in writing with the Member at the end of the Trial Period. If the Member's performance is deemed to be unsatisfactory, the Human Resources Department will notify the Member in writing of the reasons, with a copy to the Association. Where the Member's former position still exists, the Member will be returned to such position. Where the Member's former position no longer exists, the Member may exercise one of the following:
- (i) layoff with recall rights as set out in Article 16: (Recall Rights);
  - (ii) priority placement as set out in Article 14: (Priority Placement);
  - (iii) severance benefits as set out in Article 14.12 (Position Redundancy/Layoff).
- 12.8.6** In the event that the Member is returned to their former position in accordance with Article 12.8.5, all other affected Members will likewise return to their former positions.

## **12.9 General**

- 12.9.1** A Member is not required to perform any duties of a personal nature not connected with the approved operations of the University.

## **ARTICLE 13: POSITION REDUNDANCY/ LAYOFF**

- 13.1** The University may declare a position redundant, or reduce the hours of a position, when necessary to do so due to a lack of work, a reorganization of duties, or a reduction of services.
- 13.2** Two (2) days prior to a redundancy meeting, the University shall submit, in writing to the Association, the reason for the redundancy.
- 13.3** There will be no layoff from the Bargaining Unit until a reasonable attempt has been made by the University, in consultation with the Association, to make the necessary reductions in the work force through attrition. Members in the affected positions will be identified for the purposes of layoff in the inverse order of seniority.
- 13.4** The University shall not layoff any Member of the Bargaining Unit or declare redundant any Bargaining Unit position as a direct result of hiring students to perform bargaining

unit work. If a Member of the Association is laid off or their position is declared redundant, the University shall, upon request, provide the Association with a list of the names of the students employed in the department where the layoff or redundancy occurred and their date of hire.

- 13.5** Should any new position be created as part of a reorganization of duties in the same department or faculty as any position(s) that is to be declared redundant, the Members' notice period will not commence until the new positions have been created, evaluated, and are ready for posting. Affected members who appear to meet the required qualifications, skills, and ability, or appear to possess the equivalent education and experience shall be considered for the new position, in order of seniority, and will be subject to a Trial Period as per Article 12.8.
- 13.6** If, at the end of the Trial Period described in 13.5, the Member's progress is deemed unsatisfactory, the Member will begin their notice period and be eligible for vacant positions through Priority Placement.
- 13.7** A Member may be offered a full time position performing such work in the same department if:
- (i) The Member of the Association's position is declared redundant; and
  - (ii) The Member is unsuccessful in obtaining a position through Priority Placement; and
  - (iii) A student is (or students are) performing bargaining unit work in the same department in which the Member's position was declared redundant; and
  - (iv) It would be operationally feasible to cluster the work and the hours of the students in the department to create a full time position, for which the Member of the Association is qualified, which will be evaluated through JJEC; and
  - (v) The Member has the required qualifications, skills and ability.
- 13.8** Members in the affected position(s) who have successfully completed their probationary period will be issued a written notice of layoff, based on the following schedule:
- (i) one (1) year of service or less - four (4) weeks notice;
  - (ii) more than one (1) year of service - four (4) weeks notice plus one (1) additional week of notice for each year of service after one (1) year, to a maximum of forty (40) weeks.
- 13.9** In order to best serve the interests of the Members, the Parties agree that if layoffs are made, the President of the Association and the Chief Representative will be the last Members laid off provided that they have the skill, demonstrated ability and qualifications to perform the required work.



- 13.10** In the case where a period of notice is given, it will begin from the date on which the Member received written notice (with a copy to the Association). During the notice period, Members will be afforded reasonable time off to seek alternative employment, subject to the advance approval of the Member's manager. Such approval will not be unreasonably withheld. Members may be asked to continue to work during the notice period or the University may invoke the layoff and continue to pay the Members for the duration of the notice period if such work is not available. However, that Member still retains the rights pursuant to Article 14: (Priority Placement) and Article 15: (Displacement). If a Member is on vacation or away on sick leave, the notice will begin on the date notification was received by the Member by registered mail.
- 13.11** If a position's hours are changed, the Association will be notified and consulted on how to minimize the impact of this change. If a position's hours are changed by ten percent (10%) or more from those specified at the time of the Member's appointment to the position, the Member may accept the altered position or may exercise their right described in Article 13.14. If a position's hours are changed by less than ten percent (10%) from those specified at the time of the Member's appointment, the Member may accept the altered position or may exercise their rights described in Article 13.8 (Position Redundancy/Lay-Off) and Article 14: (Priority Placement), save and except displacement as in Article 14.9 (ii).
- 13.12** Notwithstanding Article 13.11, if a position's hours are changed such that entitlement(s) to benefits (Article 26:) and tuition assistance (Article 22.2) have changed, the position must be declared redundant and the new position posted (Article 12.3).
- 13.13** In the case where a position's hours are reduced, the hours of the Member in the same job class in the same department with the least seniority will be reduced.
- 13.14** Members who have been given notice of layoff will participate in Priority Placement (ARTICLE 14:).
- 13.15** Members on Priority Placement will meet with a representative of the Human Resources Department to discuss the Member's current skills and qualifications and to review any internal training opportunities and services that would facilitate the Member's success during the Priority Placement period.
- 13.16** Where the University is unable to provide work for Members because of a short-term disruption of work resulting from fire, lightning, power failure, or similar causes beyond its control, the University may lay off Members for no more than four (4) weeks and is not obliged to provide notice of layoff as set out in Article 13.4. Every effort will be made to minimize the effect of such layoff.
- 13.17** Where the University's normal operations are disrupted due to a work stoppage resulting from a labour dispute, layoffs may take place after four (4) weeks' notice or pay in lieu thereof. In these cases, the University will review its immediate staffing requirements and, where feasible and appropriate, implement alternative measures

prior to instituting such layoffs, including redeployment of Members, appropriate training and professional development, and special programs and projects. It is understood that layoffs could nevertheless follow the exhaustion of such measures.

- 13.18** Members who have been given a notice of layoff prior to beginning a Pregnancy, Parental, or Adoption Leave (Article 25.12) will suspend their notice period until the end of the leave, at which time the balance of the notice period will resume.
- 13.19** Members on Pregnancy, Parental, or Adoption Leaves (Article 25.12) will not receive a notice of layoff during the length of the leave. The notice period will be suspended until the Member returns to work at the expiration date of the leave.

#### **ARTICLE 14: PRIORITY PLACEMENT**

- 14.1** Members on Priority Placement will be notified simultaneously of any vacant positions at the same or lower classification level than the highest classification level of any positions formerly held by the Member for which the Member appears to have the required skills, ability, and qualifications. Such vacant positions will not be subject to the normal posting requirements as described in Article 12.3 (Position Posting) until all Members on Priority Placement have been considered. Such Members (in order of seniority) will meet with the Human Resources Department and the hiring manager in order to confirm the Member's required skills, ability, and qualifications. No other Members will be interviewed or considered for these positions until all those on Priority Placement have been considered. A Member will accept or decline the position within three (3) days of the offer. Members who refuse an offer will not lose their entitlement to other Priority Placements. If a Member cannot be reached within five (5) days of the initial attempted contact, then the Member's opportunity for that Priority Placement is lost.
- 14.2** For the purposes of Priority Placement, a position will not be considered vacant during the period beginning when any Member has been interviewed for the position and ending when all interviewed Members have declined any offers for the position. Neither will a position be considered vacant once an offer has been made to an external candidate. The position will again be considered vacant if said offer, either verbal or written, is declined.
- 14.3** If a Member on Priority Placement accepts a Limited-Term position, through Priority Placement or internal application, the Member's notice period will pause on the date the Member accepted the position and the number of days and/or weeks remaining will be re-activated prior to the end of the Limited-Term position. At no time will this notice period be less than four (4) weeks. At this time, the Member will be notified of vacant positions as per Article 14.1, until the end of their notice period. Two weeks prior to termination of the Limited-Term, the provisions of Article 14.9 will apply.
- 14.4** If there are two (2) or more vacant positions for which the Member has the required skills, ability and qualifications, the preference of the Member will prevail.

- 14.5** Members who accept placement under this Article will be subject to a Trial Period as per Article 12.8. During the Trial Period, training deemed necessary for the job requirements will be provided.
- 14.6** If, at the end of the Trial Period described in Article 14.5, the Member's progress is deemed unsatisfactory, the Member will resume their notice period, at the same salary as their previous position, and be eligible for vacant positions through Priority Placement.
- 14.7** Three (3) weeks prior to the end of the notice period, the Member will be given the opportunity to obtain a position that is currently vacant, has not been posted, and has exceeded the limit of twenty (20) working days (as per Article 12.3.1), provided the Member appears to have the required skills, ability and qualifications to perform the duties of the position. The Member will meet with the Human Resources Department and the hiring manager in order to confirm the Member's required skills, ability and qualifications.
- 14.8** Members on Priority Placement may exercise their rights to severance benefits at any time during the notice period.
- 14.9** Notwithstanding Article 14.10, where a Member does not receive or declines a Priority Placement, two (2) weeks prior to the termination of the notice period the Member must choose one of the following:
- (i) severance benefits (Position Redundancy/Layoff);
  - (ii) displacement as in Article 15: (Displacement); or
  - (iii) layoff with recall rights as in Article 16: (Recall Rights).
- This choice will become effective at the end of the notice period.
- 14.10** In the event that a Member declines two (2) Priority Placements of the same grade and the same scheduled hours and days of work as their current position, such a Member will not have access to Article 15: (Displacement).
- 14.11** In the event that a Member declines a position through Priority Placement, such a Member will not be entitled during the remainder of that notice period (inclusive of an election of a displacement or layoff as per Article 14.9) to subsequently displace the Member holding the declined position.
- 14.12** Severance benefits will be provided to Members who have been given notice of layoff and who choose not to exercise any of the rights under this Agreement at the rate of one (1) week's pay at the Member's actual weekly salary rate for each completed year of service to a maximum of twenty-six (26) weeks plus a lump sum payment for any unused notice period pursuant to Article 13.8. Upon the acceptance of severance the Member's employment with the University will be deemed to have terminated.

## **ARTICLE 15: DISPLACEMENT**

- 15.1** When a Member has chosen Displacement, the Member will become eligible to displace the position of the least senior Member in their grade for which they have the required qualifications, skills and ability.
- 15.1.1** Should the displaced Member not have the required qualifications, skills and ability for a position within their grade they will be eligible to displace the position of the least senior Member in the grade(s) below for which they have the required qualifications, skills and ability.
- 15.1.2** The Member will meet with the Human Resources Department and the hiring manager in order to confirm the Member's qualifications, skills and ability.
- 15.1.3** Members may not displace into positions which are funded through research grants, or Limited-Term positions with six (6) months or less remaining in the assignment.
- 15.2** Failing Displacement under Article 15.1 the eligible Member must choose one of the following:
- (i) Severance benefits (Position Redundancy / Layoff); or
  - (ii) Layoff with recall rights as in Article 16 (Recall Rights).
- 15.3** Any Member displaced by another Member under the provisions of this Article will receive notice as per Article 13: and will become eligible for the provision under Article 14 (Priority Placement).
- 15.4** Members who displace another Member will be subject to a Trial Period as per Article 12.8.
- 15.5** As per Article 12.8, throughout the Trial Period training deemed necessary for the job requirements will be provided.
- 15.6** If the Member's performance in a position obtained through Displacement is deemed to be unsatisfactory, the Member will be given one additional opportunity to exercise their seniority rights in accordance with the procedure in Article 15.1.
- 15.7** If a Member displaces a Member in a Limited-Term Position, upon termination of such position, the displacing Member will exercise their seniority rights in accordance with the procedure described in Article 15.3. However, for the displaced Member, any agreement concerning the length of the appointment will be abrogated.
- 15.8** The displacing Member will be paid the appropriate salary for the position they have obtained through displacement.
- 15.9** The Parties agree that persons hired through externally funded grants, who are Members within the scope of the WLUSA bargaining unit with terms of twenty-four (24)

months or less, will not be eligible for displacement under ARTICLE 15: (Displacement) and Article 14.9 (ii).

#### **ARTICLE 16: RECALL RIGHTS**

- 16.1** Members with less than five (5) years of seniority will have recall rights for eighteen (18) months from the date of most recent layoff. Members that have five (5) years of seniority or more will have recall rights for twenty-four (24) months from the date of most recent layoff.
- 16.2** Members will be recalled in order of seniority provided:
- (i) the vacant position is at the same or a lower grade level than the position held at the time of layoff; and
  - (ii) they are deemed qualified to perform the available work. The Member will meet with the Human Resources Department and the hiring manager in order to correctly assess their qualifications.
- 16.3** Notice of recall will be made by registered mail and by electronic mail to the Member's last address on file in the Human Resources Department. A copy will be sent to the Association. It is the responsibility of Members to keep the Human Resources Department informed of their current mailing address and preferred electronic mail address.
- 16.4** Recall notification will include the position description, salary, and for a Limited-Term Position, the duration of the job.
- 16.5** Upon recall to a position in the same grade level as they held at the time of layoff, the Member will receive the salary they were earning at the time of layoff. If recalled to a position with a lower grade level, the Member will be paid the full Reference Salary that the Member was earning at the time of layoff notice until the end of twelve (12) months following the effective date of layoff. Following the twelve (12) month period, the University will pay the Member the appropriate salary for the position to which the Member has been recalled. Members who have been recalled will be subject to a Trial Period as per Article 12.8.
- 16.6** If the Member's performance in a position obtained through Layoff with Recall Rights (Article 16:) is deemed to be unsatisfactory, the Member will continue to be recalled into vacant positions, as per Article 16:, for the remainder of their recall period.
- 16.7** Members will respond to the University within ten (10) working days of receipt of notice of recall with their intention to accept or, if applicable, decline recall. Laid-off Members on long-term disability or sick leave retain recall rights.
- 16.8** A Member will be required to accept the recall where the available position is at the same grade level, has the same number of hours of work, has the same shift, and is the

same employment category (continuing, limited term, recurring, or temporary) as the position that the Member held at time of layoff. If a Member declines such recall, the Member will be considered to have resigned, will not be entitled to severance, and the employment relationship of that Member will be deemed to have terminated. In all other circumstances, a Member may decline recall without affecting the Member's recall rights.

- 16.9** Except in extenuating circumstances, if a laid-off Member fails to notify the University of an intention to accept or, where applicable, decline recall in accordance with Article 16.8, or having accepted recall, fails to report without reasonable justification for work on the recall date specified by the University, the Member will be considered to have resigned, and the employment relationship of that Member will be deemed to have been terminated.
- 16.10** If a Member has been laid off for a period beyond the limits of their recall rights without having been recalled, or if at any point during their recall period the Member opts to give up their rights to recall, the Member will receive severance benefits (Article 14.12) and the employment relationship of that Member will be deemed to have been terminated.
- 16.11** A laid-off Member with recall rights who accepts a Limited-Term position is entitled to two (2) weeks' notification or pay in lieu thereof if the position is terminated prior to the completion date as stated in the recall notice. In the event a laid-off Member with recall rights accepts such a position, their recall rights remain in effect in accordance with the provisions of this Article, such that the sum total of their entitlement is not diminished by the period worked.
- 16.12** While on layoff, a Member will be eligible to participate under the terms of the Articles 22.2 (Tuition Assistance) and 22.3 (Spousal/Dependent Tuition Benefits).
- 16.13** No appointments will be made to vacant Bargaining Unit positions until all Members on layoff who have the skill, demonstrated ability, and qualifications have had the opportunity to accept recall to the vacant position.
- 16.14** For the first thirty (30) calendar days of a layoff, the benefit coverage and premium payments by the University and the Member will not change. After the first thirty (30) calendar days, the Member will be required to make both the Member and the University contributions towards the cost of the available benefits that the Member wishes to continue and will advise the University in writing of their intention to do so. While on layoff, benefit levels will be based on the Member's referenced salary at the time of layoff, unless otherwise stated in this Article.
- 16.15** Seniority will continue to accrue during the layoff period, in accordance with Article 11: (Seniority).

**16.16** A Member who has been recalled to another position will have first right of acceptance of the position that they held at time of layoff should it become available during the period defined in Article 16.1.

## **ARTICLE 17: JOINT JOB EVALUATION SYSTEM**

### **17.1 General**

**17.1.1** The Association and the University affirm that a gender neutral comparison system (GNCS) has been developed, that a pay equity plan has been posted (April 2005), and that a maintenance plan for pay equity has been developed in accordance with the Pay Equity Act.

**17.1.2** The GNCS includes a job evaluation questionnaire, job evaluation plan with factor descriptions, factor levels, and a scoring and weighting system.

**17.1.3** Job Evaluation for all bargaining unit positions using the GNCS will be the joint responsibility of the Association and the University.

**17.1.4** The Human Resources department will maintain questionnaires and Job Class Scoring Notes for all positions in the Bargaining Unit.

### **17.2 Joint Job Evaluation & Pay Equity Steering Committee**

**17.2.1** The Joint Job Evaluation & Pay Equity Steering Committee (Steering Committee) is composed of three (3) Association Members, including one (1) co-Chair, selected by the Association President and three (3) University representatives, including one (1) co-Chair, selected by the Chief Human Resources & Equity Officer.

**17.2.2** On a rotational basis, one (1) representative from the Association and one (1) representative from the University shall meet and provide an interim evaluation on all new Bargaining Unit positions.

**17.2.3** The Steering Committee shall:

**17.2.3.1** review the job evaluation process to determine if it has been fairly and equitably administered and that pay equity is maintained;

**17.2.3.2** ensure that one-fifth (1/5) of job classes are reviewed annually;

**17.2.3.3** evaluate all requests for reconsideration;

**17.2.3.4** provide evaluation decisions when consensus cannot be reached by the Joint Job Evaluation Committee (JJEC).

**17.2.3.5** receive, quarterly, a master list of all position evaluations from the Human Resources department.

### **17.3 Joint Job Evaluation Committee**

**17.3.1** The Joint Job Evaluation Committee (JJEC) is composed of up to ten (10) representatives from the Association selected by the Association President to represent the diversity of Members, their departments, and work performed and up to ten (10) representatives from the University selected by the Chief Human Resources & Equity Officer from departments in which Association Members are employed.

**17.3.2** Meetings of the JJEC to evaluate positions shall consist of three (3) Association representatives and three (3) University representatives. Quorum shall be maintained provided at least two (2) Association representatives and two (2) University representatives are present.

**17.3.3** JJEC members will not score their own positions, positions in their job class, positions in their department, or any other position where the member is in a conflict of interest.

### **17.4 Evaluation of a New Position**

**17.4.1** When a new position is created, provisional factor scores and a job grade level will be assigned to the position by the Steering Committee, as per Article 17.2.2, following a review of a complete job description submitted by the manager. In reaching a decision, the Steering Committee may request further information and/or clarification of language in the job description.

**17.4.2** After the position has been filled by the same incumbent for a period of nine (9) months, the incumbent(s) will be required to complete a job evaluation, as per Article 17.6.

### **17.5 Re-Evaluation of an Existing Position**

**17.5.1** The incumbent(s) and/or manager may request a re-evaluation of a position if there are changes to the position since the last evaluation was completed. Requests for re-evaluation must be acknowledged by both the incumbent and the manager.

**17.5.2** An existing position must be re-evaluated if a period of five (5) years has passed since the last evaluation was completed.

**17.5.3** Should a manager make changes to an existing position that has no incumbent(s), the position shall be evaluated by the Steering Committee.

**17.5.4** If the position is a multiple incumbent position, the re-evaluation must indicate if the changes impact one incumbent or all incumbents of the position. If one incumbent is selected, it shall indicate that the incumbent is requesting to be separated from the job class. If all incumbents are selected, the signatures of all incumbents must be on the job evaluation questionnaire.



**17.5.5** Upon request, the Human Resources department will send the incumbent(s) a copy of the last questionnaire completed for the position.

## **17.6 Completion of an Evaluation**

**17.6.1** A job evaluation package is comprised of two parts: the job evaluation questionnaire and the position description. The incumbent(s) and the manager will work together to complete the questionnaire and review any required updates to the position description.

**17.6.1.1** Members shall be entitled to use time in their regularly scheduled work day to complete an evaluation. The University shall provide an alternate workspace for this purpose upon request.

**17.6.2** The incumbent(s) shall submit the completed questionnaire to their manager for review. The manager shall review the questionnaire, provide comments as required, and shall provide updates to the position description.

**17.6.3** The incumbent(s) and their manager shall discuss and review the package and work together to resolve any concerns or discrepancies. Upon request, the Association and the University may be contacted to provide support on any outstanding issues. If an agreement cannot be reached, the Association may utilize the grievance process to resolve the matter.

**17.6.4** The completed questionnaire and the update position description shall be submitted to the Human Resources department for scoring.

## **17.7 Scoring of the Evaluation**

**17.7.1** Job evaluation packages shall be scored by the JJEC. The completed package will be provided to JJEC members at least five (5) calendar days prior to a meeting of the JJEC.

**17.7.2** The JJEC reviews the questionnaire to determine the points, job grade, job class and job title for the submission and shall use the updated job description to assist in their assessment, when required. When the JJEC reaches consensus on the scoring of a position, the results shall be recorded on the Job Class Scoring Notes form. The form includes the points, the job grade, the job class and the job title. A copy of the Job Class Scoring Notes form will be sent to the incumbent and manager by the Human Resources department.

**17.7.2.1** Should the JJEC not reach consensus on the scoring of a position, the package will be forwarded to the Steering Committee for scoring. In such cases, the Steering Committee will determine the points, job grade, job class and job title for the position and will record the results on the Job Class Scoring Notes form.

## **17.8 Requests for Reconsideration**

- 17.8.1** After receiving the Job Class Scoring Notes and reviewing the factor scores, the incumbent(s) and/or manager may submit a request for reconsideration within thirty (30) calendar days if they believe there is an error in one or more factor scores or if they disagree with the job class into which the member was placed. If the position is a multiple incumbent position, the submission must be signed by at least two-thirds of the incumbents.
- 17.8.2** The request for reconsideration shall identify each factor in dispute and provide a rationale and examples to support the proposed change for each factor score.
- 17.8.3** Requests for reconsideration must be acknowledged by both the incumbent and the manager and shall be submitted to the Human Resources department for scoring.
- 17.8.4** Four (4) representatives of the Steering Committee, equally represented by the Association and the University:
- 17.8.4.1** shall review the decision of the JJEC and the information provided by the incumbent(s) and their manager in the request for reconsideration;
- 17.8.4.2** may request that the incumbent(s) and manager attend the meeting to clarify information contained in the request for reconsideration. Attendance at such meetings is mandatory;
- 17.8.4.3** shall reach consensus on factor scores under review and complete a new Job Class Scoring Notes form. A copy of the Job Class Scoring Notes form will be sent to the incumbent and manager by the Human Resources department.
- 17.8.5** The decision of the Steering Committee is final and no further reconsideration can be requested.

## **17.9 Impact of Evaluation on Salary**

- 17.9.1** If the evaluation results move the position into a higher job grade than the existing grade, appropriate salary adjustments shall be made, retroactive to the following date:
- 17.9.1.1** For new positions, retroactivity shall go back to the date the incumbent started in the position, provided the start date is no more than one (1) year prior to the submission date. If the start date is more than one (1) year prior to the submission date, retroactivity shall go back one (1) year.

**17.9.1.2** For existing positions that were evaluated as per Article 17.5.1, retroactivity shall go back to the effective date indicated in the job evaluation questionnaire, provided the effective date is no more than three (3) months prior to the submission date. If the effective date is more than three (3) months prior to the submission date, retroactivity shall go back three (3) months.

**17.9.1.3** For existing positions that were evaluated as per Article 17.5.2, retroactivity shall go back to the submission date.

**17.9.1.4** The submission date will be the earlier of the following:

**17.9.1.4.1** The date the completed evaluation is submitted to the Human Resources department; or

**17.9.1.4.2** Four (4) weeks after the completed evaluation is submitted to the incumbent's manager.

**17.9.1.5** Notwithstanding 17.9.1.1, 17.9.1.2, and 17.9.1.3, extensions or changes to the length of retroactivity may be considered based on specific extenuating circumstances. In such cases, approval from the Association and the University is required.

**17.9.2** If the evaluation results move the position into a lower job grade than the existing grade, the following shall occur:

**17.9.2.1** For new positions, the incumbent(s) will continue to be paid at the higher salary level. Progression through the salary grid will be based on the provisional level as long as the incumbent remains in the position.

**17.9.2.2** For existing positions, the incumbent(s) shall maintain their current hourly rate of pay until their next anniversary date, when they will advance to the first Step at the new grade level which would result in an increase in salary. If their hourly rate is above the maximum at the new grade level, they will be red-circled and paid as per Article 28.2.2.

## **ARTICLE 18: EMPLOYMENT EQUITY**

**18.1** The University agrees to remain committed to providing a workplace environment that is free of discrimination as stated in Article 6: (No Discrimination), and to provide equity in employment for those who identify as: Indigenous persons, women, racialized persons, person in a sexual and/or gender minority and person with disabilities, hereinafter referred to as "the equity seeking group".

**18.2** The University agrees to continue to staff the position of Equity & Accessibility Officer, reporting to the President or designate, to assist the University in fulfilling its commitment as stated in this Article.

**18.3** The Association will have the right to appoint two (2) representatives to the University's Employment Equity Advisory Committee. The Parties agree to work together, through the Committee to:

- (i) advise the President and the Association concerning the realization of the University's commitment to non-discrimination and equity and inclusion in employment of members from equity seeking groups;
- (ii) identify any artificial or systemic barriers in recruitment, employment, and promotion policies and procedures that discriminate against members from one or more equity seeking groups;
- (iii) identify and recommend measures to increase the representation of members from equity seeking groups where such are found to be under-represented;
- (iv) receive and review reports on matters pertaining to equity issues at the University and the reports of the Equity & Accessibility Officer;
- (v) review on an on-going basis employment equity plans at other universities in Canada;
- (vi) provide copies of all Committee reports and recommendations to the Association.

**18.4** The Association appointees will be provided with the following:

- (i) time off with no loss of compensation and benefits to attend all meetings of the Committee, sub-committees, or working groups formed by the Committee; if additional time is warranted and recommended by the Equity & Accessibility Officer, it will be granted subject to the approval of the Chief Human Resources and Equity Officer.
- (ii) support of the Equity & Accessibility Officer in the discharge of their responsibility.

**18.5** Annually, the University will provide the Association with the employment equity report. It is understood that this report will include the composition of those from equity seeking groups within the Association.

## **ARTICLE 19: HARASSMENT**

**19.1** The Parties to this Agreement are committed to creating and maintaining a working and learning environment that is supportive of scholarship and founded on the fair treatment of all members of the University community and a workplace that is free of harassment and discrimination. The Parties do not condone behaviour which may undermine work relationships or academic achievement of any Member, faculty member, staff member, student, or University administrator.

**19.2** Harassment means engaging in a course of vexatious comments or conduct, related to one or more of the prohibited grounds under the Ontario Human Rights Code,

subsection 1(1) of the Ontario Occupational Health and Safety Act, and under Article 6: (No Discrimination) of this Agreement, that is known or ought reasonably be known to be unwelcome. Harassment also includes personal harassment as defined under Article 19.3 (Personal Harassment) and sexual harassment as defined under Article 19.4 (Workplace Sexual Harassment).

### **19.3 Personal Harassment**

**19.3.1** Personal harassment is a form of discrimination that is not based on the prohibited grounds in the Human Rights Code and serves no legitimate work purpose. It means any improper behaviour by a person that is directed at and/or is offensive to any Member and which that person knew or might reasonably have known would be inappropriate, unwelcome, unwanted or likely to create an intimidating or hostile work environment.

**19.3.2** In assessing whether personal harassment has occurred, the standard of the reasonable person shall apply and shall not include the bona fide exercise of management rights as outlined in Article 7:.

**19.3.3** The Parties agree that a negative or poisoned environment is created by one or a series of comments or conduct and is related to the prohibited grounds. The comments or conduct must be of a significant nature and have the effect of "poisoning" the work environment. It includes conduct or comments that create an offensive, hostile, or intimidating workplace.

**19.3.4** With respect to complaints arising from student conduct, the Member shall, within five (5) days, advise their manager who shall intervene and try to resolve the Member's complaint. If the Member's complaint is not resolved to the Member's satisfaction, the Member, with the assistance of the Association, shall submit their complaint in writing to their manager. The manager shall investigate the complaint and attempt to resolve the complaint. If the manager fails to provide a resolution satisfactory to the Member, the manager, with the consent of the Member, shall file the complaint under the procedures outlined within the Non-Academic Student Code of Conduct.

### **19.4 Workplace Sexual Harassment**

**19.4.1** Sexual harassment is defined as:

(i) Engaging in a course of vexatious comment or conduct against a worker in the workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or

(ii) Making sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker or student and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Sexual harassment includes conduct of a sexual nature such as, but not limited to, sexual assault, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours, or unwelcome and repeated innuendos or taunting about a person's body, appearance or sexual orientation, and constitutes sexual harassment when:

- (i) submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an individual's employment, academic status, or academic accreditation; or
- (ii) submission to or rejection of such conduct by an individual is used as the basis for employment, or for academic performance, status or accreditation decisions affecting such individual; or
- (iii) such conduct interferes with an individual's work or academic performance; or
- (iv) such conduct creates an intimidating, hostile or offensive working or academic environment.

## **19.5 Complaint Procedure**

**19.5.1** Members may consult with a representative of the Association to discuss possible situations which may or may not constitute harassment.

**19.5.2** Notwithstanding 19.5.1, Members shall refer to the approved *Procedures Relating to the Prevention of Harassment and Discrimination Policy 6.1* to seek advice and support of the Senior Advisor Dispute Resolution and Sexual Violence Support, or designate, in order to clarify or discuss possible situations which may or may not constitute harassment and/or discrimination.

**19.5.3** The Association shall be notified, in writing, of any complaints made by, or against, a Member(s) unless the Member(s) has advised the Senior Advisor Dispute Resolution & Sexual Violence Support, in writing, that the Association is not to be notified.

**19.5.4** Should the University conduct a Formal Investigation that involves a Member(s) (as per Procedure 5 in the Policy), the Association shall be notified, unless the Member has provided a written request that they do not wish the Association to be involved. The University shall provide a copy of the written notification to the Association should there be a legal obligation to do so.

**19.5.5** A Member who is a participant in these procedures may consult with the Association.

**19.5.6** The Association shall be permitted to file a grievance if the Member alleges that:

**19.5.6.1** there has been non-compliance with the procedures set out in 19.5.2;

**19.5.6.2** there has been an unreasonable delay in carrying out the procedures set out in 19.5.2;  
or

**19.5.6.3** the procedures have been carried out in a manner that is arbitrary, discriminatory, or in bad faith.

## **19.6 Office of Dispute Resolution and Sexual Violence Support**

**19.6.1** The Office of Dispute Resolution and Sexual Violence Support will be accountable for receiving complaints and implementing Harassment policies and procedures. The University will ensure persons accountable will have training in the resolution of disputes involving accusations of harassment.

**19.6.2** In the event that the Senior Advisor Dispute Resolution & Sexual Violence Support has a conflict of interest, or knows of any other circumstance which would inhibit fulfilling their role in a fair and impartial manner, the University will appoint a designate to serve in the place of the Senior Advisor Dispute Resolution & Sexual Violence Support.

**19.6.3** By June 1 each year, the Senior Advisor Dispute Resolution & Sexual Violence Support will make an annual report to the University with a copy to the Association. The report will provide a statistical record of complaints, informal resolutions, mediations, and formal investigations, and will include any observations and recommendations the Senior Advisor Dispute Resolution & Sexual Violence Support may have with respect to this Article.

## **ARTICLE 20: HEALTH AND SAFETY**

### **20.1 General**

**20.1.1** The University is committed to the health and safety of Members and in providing a safe and healthy work environment at all times. This commitment is fulfilled by striving to identify and minimize workplace hazards and the prevention of work-related injuries and illnesses, including ergonomic related injuries. The University will operate and the Members shall work in compliance with the Ontario Occupational Health and Safety Act (OHSA), Environmental Protection Act, their regulations, and any applicable municipal, provincial and/or federal legislation. The University and the Members shall take all reasonable steps to prevent personal injury, and to maintain safe working conditions. The University will make every effort to ensure that all Members comply with the legislation and with the occupational health and safety practices, procedures and policies established by the University.

**20.1.2** The University will provide safety training to Members and the Members will participate in such training. Training deemed necessary by the Director, Safety, Health, Environment & Risk Management (SHERM) will be made available to all Members and be paid for by the University.

**20.1.3** The University agrees to provide protective equipment and clothing when required by the OHSA and/or University policies, and to ensure that safety equipment, materials and protective devices are maintained in good condition.

- 20.1.4** Managers, in consultation with the Safety, Health, Environment & Risk Management (SHERM) department will identify equipment that represents a level of hazard sufficient to warrant formal operating information and instructions. Any Member who is required to operate such equipment will receive information and instruction by the University to ensure the health and safety of the Member and the safe operation of the equipment.
- 20.1.5** In accordance with the OHSA, a Member may refuse to work or do particular work where they have reason to believe that the work is likely to endanger them or another worker. In this case, the Member shall immediately notify their manager. No Member will be disciplined for exercising their right to refuse unsafe work in accordance with OHSA.
- 20.1.6** The Director, SHERM and/or appropriate department manager will advertise any health and safety related seminars and instruction to all Members and will inform all Members of environmental, health and safety procedures or policies established by the University.
- 20.1.7** Members will be informed of the written procedures that outline safe practices for the workplace. Where Standard Operating Procedures (SOP) are required, they will be posted in the Member's designated workplace.
- 20.1.8** The Workplace Safety and Insurance Act (R.R.O. 1990, Reg. 1101) requires that the workplace contain first aid stations and that the workplace have workers certified in first aid to provide treatment when needed. The University will provide training to at least the number of Members required by the regulations, and will offer training as resources permit to additional Members. Members who attend first aid training will be provided with time off with full compensation and benefits. A list of qualified first aid personnel will be maintained at the SHERM website.

## **20.2 Joint Health and Safety Committee**

- 20.2.1** To assist in this process, the Joint Health and Safety Committee (JHSC) will function as mandated in the OHSA. With the assistance of the Director, SHERM, the JHSC will help to stimulate awareness of safety issues, recognize workplace hazards, and make recommendations to deal with these hazards.
- 20.2.2** The University acknowledges that the Association has the right to appoint three (3) representatives to this Committee. The Association representatives will be provided with time off with full compensation and benefits to attend all meetings of the Committee, to fulfill all responsibilities to the Committee, sub-committees, or working groups formed by the Committee. If additional time off is warranted and recommended by the Committee, it will be granted subject to the approval of Member's manager and the Director, SHERM.



**20.2.3** In accordance with Laurier's Terms of Reference document, Members of the JHSC and the Auxiliary Worker Members (AWM) shall inspect the workplace on a regular basis for the purpose of examining the physical conditions of the workplace with inspections scheduled at least once per month and the entire university being inspected on an annual basis.

**20.2.4** Any Members wishing to serve on committees created through the activities of JHSC will be afforded the same rights and responsibilities as Members serving on JHSC as described in Article 20.2.2.

### **20.3 Video Display Terminals**

**20.3.1** Members who are required to work continuously in a concentrated manner with VDTs will be provided with a ten (10) minute period at the end of each hour of VDT work away from the VDT and from concentrated visual activity. It is understood that alternate work-related duties will be performed during this time.

### **20.4 Uniforms and Personal Protective Equipment**

For Members who have been informed by the University that they are required to wear them, the University agrees to supply the following:

- (i) five (5) articles of clothing (shirts, shorts, pants) and one (1) article of outer wear per year to each Member in Distribution Services; and
- (ii) an allowance of \$200 every year for safety shoes/boots upon submission of appropriate receipts; and
- (iii) reimbursement for 100% of the cost of one pair of prescription safety glasses (lenses and frames) to a maximum of \$250 every 24 consecutive months in addition to vision benefits under the Extended Health Care Plan.

All University-provided clothing and footwear must be worn and be used in the performance of work-related duties.

### **20.5 Ergonomics**

**20.5.1** All Members must have a comfortable and safe work environment that does not adversely affect their health.

**20.5.2** If a Member has concerns about the ergonomics of their workstation, a request for an ergonomic assessment for their station will be made in writing to the Member's manager. This request will not be unreasonably denied.

**20.5.3** The Member's manager will forward an authorized written request for the ergonomic assessment to SHERM. SHERM will endeavour to direct a member of the Ergonomics Assessment Group (EAG) to conduct the assessment within one month of the receipt of the written request. Recommendations will be provided in writing to the Member and

the Member's manager. The manager will provide a response to the recommendations within thirty (30) calendar days of receipt, with a copy to the Member. Follow-up assessments by the EAG will occur as needed.

## **20.6 Workplace Violence and Workplace Harassment**

- 20.6.1** Both parties are committed to providing an environment that is free of violence, bullying, domestic violence and workplace harassment as per the OHSA.
- 20.6.2** The University shall ensure that all Members are provided with the appropriate information and instruction to protect them from workplace violence and workplace harassment.
- 20.6.3** When there is a threat of violence, violence is in progress, or violence is imminent, Members shall immediately contact Special Constable Services or dial 9-1-1.
- 20.6.4** The Member shall report any incidents of workplace violence to their manager and inform the Association. The Member may also contact the Senior Advisor Dispute Resolution & Sexual Violence Support.
- 20.6.5** Procedures for filing a complaint of workplace violence will be in accordance with *University Policy 7.18 as revised June 2, 2020* and the *Workplace Violence Prevention Program as amended May 20, 2013*.

## **20.7 Surveillance Equipment**

- 20.7.1** Surveillance equipment may be installed by the University to protect critical areas from theft, and/or to enhance the personal safety of Members.
- 20.7.2** Surveillance equipment will not be used in Member-occupied areas during working hours without the knowledge of the Members in the area and the Association.
- 20.7.3** The University will not use surveillance equipment, or any evidence from that surveillance, to monitor or discipline Members for work performance.

## **ARTICLE 21: TECHNOLOGICAL CHANGE**

### **21.1 General Statement**

- 21.1.1** The Parties recognize the concerns that Members may have regarding the impact of technological change upon terms and conditions of employment. The University agrees to notify the Association two (2) months in advance of any planned technological change that will have an adverse impact on a Member's terms and conditions of employment.
- 21.1.2** This notice will be given in writing and will contain pertinent data including:
  - (i) the nature of the change;

- (ii) the date on which the University proposes to effect the change;
- (iii) the number of Members, their locations, and the types of positions likely to be affected by the change; and
- (iv) the effects the change may be expected to have on the Members' working conditions and terms of employment.

## **21.2 Implementation of Technological Change**

**21.2.1** Within ten (10) days of notification pursuant to Article 21.1 (General Statement) and upon the Association's request, the Parties will meet to discuss possible options which may be utilized in developing a plan for minimizing the adverse effects of the planned technological change.

## **21.3 Retraining**

**21.3.1** Members whose existing positions are affected by such technological change will be given, in order of seniority, preferential consideration for the retraining required to perform the new and/or revised duties, provided that the Member will be qualified at the end of the retraining period.

## **21.4 Compensation during Retraining**

**21.4.1** Members to be retrained will not suffer a loss of compensation during the training period.

## **ARTICLE 22: HUMAN RESOURCES DEVELOPMENT**

### **22.1 Annual Performance and Development**

**22.1.1** The Association and the University recognize the organizational and individual benefits to be gained through staff development and performance feedback

**22.1.2** Annually, the Member and their manager(s) will meet to discuss and support the Member's career development, and review the Member's progress utilizing the *Summary of Annual Performance Form*. The manager and the Member will each complete the relevant section of the form and then meet to discuss. The completed form will be signed by both parties.

**22.1.2.1** The manager shall forward the form to Human Resources. The Member shall be provided with a copy of the submitted form. The form shall be placed in the Member's official personnel file.

- 22.1.3** A *Summary or Annual Performance* which indicates *Review in three (3) months* shall outline a detailed action plan for performance improvement. After the three month review, a follow up letter will be placed in the Member's official personnel file and copied to the Member.
- 22.1.4** Only the two most recent Performance Reviews and follow up letters, if applicable, will be retained in a Member's official personnel file.
- 22.1.5** The results of the Annual Performance Review will not be subject to the grievance process.
- 22.1.6** The provision of additional skills upgrading, especially those provided in-house, will be encouraged. All Members of a department will be given reasonable opportunities to participate. Members will request approval to attend such training programs from their manager at least three (3) days prior to the workshop.
- 22.1.7** The University agrees to meet with the Association annually to discuss human resource development needs and propose programs.
- 22.1.8** Members who participate in seminars, conferences, conventions, and workshops at the request of the University during Member's normal working hours will do so without loss of compensation or benefits.
- 22.1.8.1** Members who are provided with the opportunity to attend seminars, conferences, and workshops outside of the Member's normal working hours, inclusive of travel, but are not required to do so, will not be compensated for additional hours.
- 22.1.8.2** Members who are required to participate in seminars, conferences, and workshops outside of the Member's normal working hours will be compensated for all time worked. Time worked will include travel and time not available for personal use. Time spent at the hotel or attending elective social activities will not be compensable.
- 22.1.8.3** Registration fees will be paid by the University, and Members incurring travel expenses will be reimbursed in accordance with the University's Expense Reimbursement Handbook.

## **22.2 Tuition Assistance**

- 22.2.1** In the interest of encouraging Members to participate in personal and professional development, the University will provide tuition assistance to Members who take undergraduate and graduate courses at Wilfrid Laurier University and Martin Luther University College.
- 22.2.2** Full-time Members with continuing status, and who have completed their probationary period, or a Member who has retired from the University, are eligible to receive a one-hundred percent (100%) waiver of the domestic academic tuition fees (or equivalent) for eligible undergraduate and graduate courses taken at Wilfrid Laurier University and

at the Martin Luther University College. Credit courses and degree programs that receive government grant funding are eligible for the waiver. Non-credit and deregulated courses and programs are not eligible for the waiver. This waiver is restricted to three (3) full courses or six (6) half courses in each twelve (12) month period, commencing May 1 each year. Members will be responsible for the cost of private instruction, course material, books, registration and examination fees, exemption fees, and other incidental fees.

**22.2.3** Full-time Members with a Limited-Term appointment of one (1) year or more, with an anticipated end date that is after the final add date for the applicable academic term in which the appointment ends, and who have completed their probationary period, are eligible to receive a one-hundred percent (100%) waiver of the domestic academic tuition fees (or equivalent) for undergraduate and graduate courses taken at Wilfrid Laurier University and at the Martin Luther University College, with the exception of the MBA Program offered at the Toronto campus, and an executive style graduate degree program. This waiver is restricted to three (3) full courses or six (6) half courses in each twelve (12) month period, commencing May 1 each year. Members will be responsible for the cost of private instruction, course material, books, registration and examination fees, exemption fees, and other incidental fees.

**22.2.3.1** Should the University end the Member's appointment prior to the anticipated end date, and the Member has registered for courses in the academic term in which the appointment ends, the Member shall be eligible for the tuition waiver.

**22.2.4** Part-time Members with continuing status, and whose regularly scheduled work hours total 900-1249 per year are eligible to receive a fifty percent (50%) waiver of the domestic academic tuition fees (or equivalent), as described in Article 22.2.2. In addition, for this group, the University will provide the following option, which may be selected at the discretion of the Member in any particular fiscal year during the term of this contract. Under this option, the Member would be eligible to receive a one hundred percent (100%) waiver of the academic tuition fees for any undergraduate course, offered in the evening for which they register as a part-time student.

**22.2.5** Part-time Members who have a Limited-Term appointment of one (1) year or more, with an anticipated end date that is after the final add date for the applicable academic term in which the appointment ends, and whose regularly scheduled work hours total 910-1249 per year are eligible to receive a fifty percent (50%) waiver of the domestic academic tuition fees (or equivalent), as described in Article 22.2.2. In addition, for this group, the University will provide the following option, which may be selected at the discretion of the Member in any particular fiscal year during the term of this contract. Under this option, the Member would be eligible to receive a one hundred percent (100%) waiver of the academic tuition fees for any undergraduate course, offered in the evening for which they register as a part-time student.

- 22.2.5.1** Should the University end the Member's appointment prior to the anticipated end date, and the Member has registered for courses in the academic term in which the appointment ends, the Member shall be eligible for the tuition waiver.
- 22.2.6** The tuition waiver program will only be applied to an eligible course once. If a Member drops a course after the final allowable drop date or fails a course, the tuition waiver will not apply to that same course in the future.
- 22.2.7** The University will reimburse full-time Members (as defined in 22.2.2) one hundred percent (100%) of the applicable tuition fees upon the successful completion of a work-related course at a college or university when the course is not available at Wilfrid Laurier University, and where the course has been recommended by the Member's manager. Members will be responsible for the cost of private instruction, course material, books, registration and examination fees, exemption fees, and other incidental fees.
- 22.2.8** Generally courses will be taken outside of the Member's normal working hours. However, where such courses are offered only during the Member's working hours, the Member may, with the approval of their immediate supervisor, make up the lost time through flexible work arrangements, banked overtime and/or vacation entitlement. Such approval will not be unreasonably withheld.
- 22.2.9** When Members are required to write examinations during working hours for courses taken under the tuition assistance policy, this time away from work will be in accordance with Article 25.12 (Personal Leave).

### **22.3 Spousal/Dependent Tuition Benefits**

- 22.3.1** The spouse and dependent children of a Member who meet one of the following criteria will be eligible to receive a tuition waiver for eligible undergraduate and graduate courses taken at Wilfrid Laurier University and at the Martin Luther College University. Credit courses and degree programs that receive government grant funding are eligible for the waiver. Non-credit and deregulated courses and programs are not eligible for the waiver:
- (i) the Member holds a full-time continuing appointment, or a full-time limited-term appointment of at least one (1) year's duration with an end date that is after the final add date for the applicable academic term as outlined in which the appointment ends;
  - (ii) the Member is retired from the University and is receiving benefits from the Wilfrid Laurier University Pension Plan;
  - (iii) the Member died while employed by the University;
  - (iv) the Member is currently on leave receiving disability benefits from the University.

(v) the Member holds a part-time continuing appointment and has regularly scheduled work hours totalling 910-1249 per year. For these Members, the tuition benefit is according to that specified in 22.3.2.

**22.3.1.1** Should the University end the Member's appointment prior to the anticipated end date, and the Member's spouse and/or dependent children have registered for courses, the Member's spouse and/or dependent children shall be eligible for the tuition waiver in the academic term in which the appointment ends.

**22.3.2** The Member's spouse and dependent children are eligible for Tuition Waiver as follows:

(i) With the Member's written permission, a Member's spouse and dependent children are eligible for a tuition waiver equal to the domestic tuition fees (or equivalent) charged for undergraduate and graduate courses taken at Wilfrid Laurier University and at the Martin Luther College University. Credit courses and degree programs that receive government grant funding are eligible for the waiver. Non-credit and deregulated courses and programs are not eligible for the waiver.

(ii) The spouse and dependent children of Part-time Members as per Article 22.3.1 (v) will, with the Member's written permission, be eligible to receive a 50% waiver of the domestic academic tuition fees (or equivalent) towards four (4) half-credit undergraduate courses in each twelve (12) month period, commencing May 1 each year.

**22.3.3** For the purpose of this Article, the following definitions apply:

(i) dependent children means natural, adopted or step-children who are under twenty-six years of age and either live at home or are financially supported by a Member;

(ii) a spouse is a person legally married to the Member, or a person who has been cohabiting with a Member continuously for a period of not less than one (1) year.

**22.3.4** The tuition waiver program will only be applied to an eligible course once. If a spouse or dependent drops a course after the final allowable drop date or fails a course, the tuition waiver will not apply to that same course in the future.

## **22.4 Joint Staff Development Committee**

**22.4.1** The Association and the University acknowledge the mutual benefits to learning and development and agree to maintain a Joint Staff Development Committee (JSDC).

**22.4.2** The JSDC will be responsible for providing feedback of learning needs to the Talent and Organizational Development department, identifying learning opportunity gaps, suggesting topics for learning opportunities based on the needs of Members, and provide input on the development of the annual learning and development plan.

**22.4.3** The JSDC will be comprised of the Association's Education Services Officer (ESO), the Director, Talent and Organizational Development, two (2) additional representatives of the Association and two (2) additional representatives of the University. Members will serve a three year term on the committee.

**22.4.4** Quorum will be four (4) members, provided that two (2) representatives of each Party are present.

**22.4.5** The ESO and Director, Talent and Organizational Development will co-chair the committee and meet at least once per academic term.

## **ARTICLE 23: HOURS OF WORK AND OVERTIME**

### **23.1 Normal Hours of Work**

**23.1.1** The University's normal work period will be seven (7) hours per day, excluding a one (1) hour unpaid lunch period, and thirty-five (35) hours per week. For further clarity, a reduction in the one (1) hour unpaid lunch period cannot occur in order to shorten the work day. This provision does not constitute a guarantee of hours of work per day or hours per week. Existing employees in Printing Services immediately prior to the date of ratification by both parties shall have their hours of work grandfathered for as long as they hold or have a right to their current position within the department.

### **23.2 Scheduling of Hours**

**23.2.1** The Parties agree that no single schedule of hours will accommodate the work requirements of all departments and that some flexibility is necessary for the operational efficiency of the University. Weekend work will only be made part of a Member's regular schedule if:

- (i) it is stated on the position posting at the time of hire; or
- (ii) there is mutual agreement between the University and the Association.

**23.2.2** The University will make every effort to avoid split shifts but where necessary they will only be made part of the Member's schedule if:

- (i) it is stated on the position posting at the time of hire; or
- (ii) there is mutual agreement between the University and the Association.

**23.2.3** It is agreed that any variation in hours be predictable enough so that the Member will have adequate notice of the varied hours in order to minimize the disruption to the Member's personal life. Where a Member's regular schedule or shift is to be changed by the University on a temporary basis and where the position posting stipulated that the shift changes would include weekend and/or evening work at the time of hire, the Member will be provided with one (1) month notice. The following provisions apply:



- (i) the Member will be paid a shift premium, as per Article 23.6; or
- (ii) overtime will apply to hours worked in excess of seven (7) per day or thirty-five (35) per week;

If the notice is not provided, the Member will not be required to work the altered shift. However, if the Member agrees to work outside their regular schedule, the Member will be compensated at the applicable overtime rate.

**23.2.4** In the situation where the requirement for shift changes that would include weekend and/or evening work was not stipulated in the position posting at the time of hire, the Member will have the option to decline the shift change without reprimand.

**23.2.5** Where a Member's regular schedule, shift, or hours of work per day or week are to be changed on a permanent basis:

- (i) notice of ongoing changes to a Member's regular schedule, shift or hours of work per day or week will be provided in writing to the Member and the Association three (3) months prior to the change;
- (ii) if the changes include evening and/or weekend work, the position will be subject to Request for Re-evaluation as per Article 17.10;
- (iii) where the changes involve the number of hours worked per day, per week, or per year, Article 13.11 (Position Redundancy/Layoff) will apply.

**23.2.6** If changes to a Member's hours of work are not covered under Articles 23.2.3 or 23.2.4, overtime will apply to all hours worked outside the Member's regular schedule. The University cannot abruptly vary a Member's working schedule in order to accommodate a sudden or immediate need.

**23.2.7** When scheduling work outside of the standard hours of work, seniority will be the determining factor.

**23.2.8** If a Member is required to travel on approved University business for the day, their manager will attempt to incorporate the travel time into the Member's normal work schedule. If the Member's schedule, inclusive of travel time, exceeds their normal work schedule, overtime, as per Article 23.5.2, will apply.

### **23.3 Absence Reporting**

**23.3.1** Members who find it necessary to be absent from work will, or will have someone on their behalf, notify their manager and supervisor (if applicable), by phone or by email, in accordance with departmental practices, prior to the commencement of their work period or as soon as is reasonably possible.

**23.3.2** Members may be disciplined if they are absent from work in excess of one (1) working day without notifying their immediate supervisor unless such lack of notice is reasonably justified.

#### **23.4 Overtime**

**23.4.1** The University will avoid, through careful planning of work schedules, the necessity for Members to work overtime. However, the Parties agree that occasions may arise that require a reasonable amount of overtime for the efficient operation of the University. The University will endeavour to provide Members reasonable notice of the need to work overtime. While overtime is voluntary, Members are expected to co-operate.

**23.4.2** Overtime is defined as any period of time worked by a Member in excess of the Member's normally scheduled work hours. Overtime must be authorized in advance by the Member's Manager:

(i) in writing, or

(ii) verbally by phone with follow up confirmation in writing or by email

#### **23.5 Compensation for Overtime**

**23.5.1** Compensation may be taken in the form of either compensation in addition to regular compensation or as time off. However, the University's overtime compensation policy encourages Members to take time off in lieu of payment at a time that is mutually agreeable to the Member and the department. The Member's agreement to this must be obtained prior to the overtime being scheduled. Members will not be required to take time off during regular working hours to equalize any overtime worked. Once approved, overtime scheduled as time off in lieu cannot be revoked by the manager without the agreement of the Member.

**23.5.2** Approved overtime will be compensated as follows:

(i) time off in lieu of payment or payment at one and one-half (1 ½) times the Member's regular hourly rate for all hours worked in excess of thirty-five (35) hours per week or seven (7) hours per day. Existing employees in Printing Services immediately prior to the date of ratification by both parties will be compensated for overtime for all hours in excess of forty (40) hours per week or eight (8) hours per day and shall be grandparented for as long as they hold their current position within the department.

(ii) time off in lieu of payment or payment at two (2) times the Member's regular hourly rate for all hours worked on a Sunday or Paid Holiday, except floating days.

**23.5.3** Overtime will be offered to the Members in the following order:

(i) if the work is already in progress, to the Member(s) already performing the work;

(ii) if declined under (i) or if it is work not yet assigned, it will be equitably offered to qualified Members under the direction of the immediate supervisor in order of seniority on a rotational basis;

(iii) if the work is still unassigned, then to qualified Members in the department in which the work originates.

**23.5.4** The departmental record of overtime will be made available upon request.

**23.5.5** Members shall record overtime on the WLUSA Supplemental Pay Form and submit the form to their manager in the pay period it is worked. The manager shall forward the completed form to Payroll prior to the next pay period.

**23.5.6** When Members transfer to another position, all overtime accumulated prior to the transfer will be paid out. In exceptional circumstances, consideration will be made on a case by case basis

**23.5.7** Members may carry-over a maximum of seventy (70) hours of accumulated overtime into the new budget year starting May 1 of each year. All overtime hours exceeding seventy (70) as of May 1, which are not used as paid time off during the period from May 1 to August 31 of each year, will be paid to the Member on the first pay in October.

## **23.6 Shift Premium**

**23.6.1** All regularly scheduled hours worked outside of 8:00 am to 8:00 pm will be paid a premium of an additional two and a half percent (2.5%) of the hourly rate, subject to the following conditions:

(i) if less than or equal to 50% of the shift is outside of 8:00 am to 8:00 pm, the shift premium will apply only to those hours;

(ii) if more than 50% of the shift falls outside of 8:00 am to 8:00 pm, the shift premium will apply to all hours worked.

**23.6.2** Members shall record shift premiums on the WLUSA Supplemental Pay Form and submit the form to their manager in the pay period it is worked. The manager shall forward the completed form to Payroll prior to the next pay period.

## **23.7 Rest Periods**

**23.7.1** Members are allowed one fifteen (15) minute rest period for each three (3) hours worked, at times arranged with their immediate supervisor.

**23.7.2** Work performed during rest periods will not be considered as work in excess of a Member's normally scheduled work hours and therefore will not be eligible for overtime compensation. These rest periods cannot be accumulated or banked and taken as paid time off except as provided for elsewhere in this Agreement.

## **23.8 Flexible Work Arrangements: Flextime and Compressed Work Week**

**23.8.1** The University recognizes the importance of helping Members balance their work and family responsibilities. Therefore, Members may work flexible hours (i.e. altering starting and stopping times) subject to the following conditions:

- (i) the Parties recognize that departments have an obligation to provide the highest level of service possible to the broader University community. Furthermore, the Parties recognize that the University has certain operational requirements that must be met, including having a sufficient number of staff available during the hours that a Member's department is open. Any request for flexible hours or compressed work week arrangement must consider these obligations and requirements and may be denied by the University if service or operational requirements is adversely affected;
- (ii) requests for flexible working arrangements must be made, through the completion of the appropriate *WLUSA Flexibility in Hours of Work* form, to the Member's manager at least three (3) weeks prior to the desired start date. Requests for flexible working arrangements shall not be unreasonably sought by a Member nor denied by the manager. When approved, a copy of the Member's new regular schedule, signed by the Member and the manager, will be sent to the Association.
- (iii) an agreement for a Member to work flexible hours shall not be considered to be an ongoing commitment. Agreements to work flexible time may be time limited or may be terminated by the Member or the manager. A Member's flexible work arrangement shall not be terminated by either the Member or the manager without reasonable prior consultation and notice to the Association. Such consultation will include the reasons for such termination;
- (iv) Shift Premiums (Article 23.6) will not apply to flexible working arrangements. For flextime arrangements, overtime will apply as per Article 23.5.2. For compressed work week arrangements, overtime will apply only to hours worked in excess of the Member's hours approved in Article 23.8.1(ii).
- (v) On an ad hoc basis, a flexible working arrangement that is requested by the Member and agreed to by the manager, including a reduction in the lunch period to no less than 30 minutes or working greater than 7 hours per day to a maximum of 35 hours/week, may be granted.

**23.8.2** Flextime is an arrangement, initiated by Members and approved by managers, whereby Members can vary the scheduling of their working hours. Members on flextime will continue to work their normal work period of seven (7) hours per day and thirty-five (35) hours per week except for Members in Printing Services who will continue to work eight (8) hours per day and forty (40) hours per week.

**23.8.3** A compressed work week is an arrangement initiated by Members and approved by managers, whereby Members can complete their weekly working hours in a period of

other than five (5) working days provided that the Members work their normally scheduled seventy (70) hours in a pay period, or eighty (80) hours for Members in Printing Services. Compressed work week arrangements are available for the period of May 1 - August 31 of each year. Consideration for compressed work week arrangements outside of the above periods may be approved.

## **23.9 Working from Home**

**23.9.1** Circumstances may arise in some departments where it may prove productive for the operation that a Member work from home. In these exceptional circumstances the manager will discuss the opportunity with the Member and, if mutually agreed upon, the Member will be permitted to work from home on a without prejudice or precedent basis.

**23.9.2** Ongoing work from home arrangements are only permitted if outlined in the offer of employment.

**23.9.3** Reasons to work from home may include, but are not limited to, the following:

**23.9.3.1** The Member works in a cubicle space or an area with high traffic and working from home would allow for focus and productivity during peak periods or around tight projects timelines;

**23.9.3.2** The Member has meaningful and time sensitive work that can be performed at home, but cannot reach the workplace due to inclement weather and the University is open;

**23.9.3.3** The Member is required to travel to a different campus or to an off-campus location as part of their workday and that location is close to their home;

**23.9.3.4** The Member holds a position which requires them to monitor and interact with the systems on a predictable basis, outside of normal work hours, and the Member has been provided with task appropriate devices to perform the work;

**23.9.3.5** The Member has work that can be done outside of their normal working hours (i.e. overtime) that can be performed from a remote location;

**23.9.4** Notwithstanding Article 23.9.3.5, Members are not eligible for additional compensation arising from this arrangement, unless provided for under the Collective Agreement.

**23.9.5** The manager will supervise the work from home by tracking the success and completion of the deliverables and tasks which may be used to extend or cancel the arrangement.

**23.9.6** Arrangements to work from home do not constitute a formal home office and as such, Members participating in ongoing arrangements will sign a waiver, copied to the Association, acknowledging that while working from home, the Member will not hold the University responsible for accidents or damages that occur.

**23.9.7** Annually, the University shall provide a report, by department, on the number of Members that have a Work from Home arrangement.

### **23.10 On-Call**

**23.10.1** Members, as part of their regular duties and responsibilities, may be required by their immediate supervisor to be on-call.

**23.10.2** While on-call, Members must be available to return to the work place within two (2) hours, if required, or otherwise be available to take remedial action.

**23.10.3** Members will receive one (1) hour of compensation at their regular hourly rate for each evening they are on-call during the week (Monday through Thursday).

**23.10.4** Members will receive two (2) hours of compensation at their regular hourly rate for each unit of the weekend they are on-call. For the purposes of this provision, the weekend is broken down into two units:

- (i) Friday after the close of the Member's workday until Saturday at 12:00 midnight and
- (ii) From 12:00 midnight on Saturday until the beginning of the Member's workday on Monday.

**23.10.5** Members required to come into work while on-call will also be entitled to Call Back pay (Article 23.11).

**23.10.6** Members may not be on-call during vacations or any other approved leave of absence.

### **23.11 Call Back**

**23.11.1** Call back is defined as an emergency when Members who have completed their normal work day and have left the University premises are required to return to work.

**23.11.2** Members called back will be paid a minimum of four (4) hours at time and one-half (1½) times the Member's regular hourly rate or at the applicable overtime rate for the actual overtime worked, whichever is greater.

**23.11.3** If a Member is required by their manager to log on, from their home or from a remote location to the University's computer system or to engage in a telephone conversation to conduct work will be paid a minimum of one (1) hour at time and one-half (1 ½) times the Member's regular hourly rate or at the applicable overtime rate for the actual overtime worked, whichever is greater.

## **ARTICLE 24: REDUCED WORK PROGRAM**

### **24.1 Purpose**

**24.1.1** During a Member's working career, circumstances and conditions frequently change that might best be addressed by a revision in the Member's work arrangement with the

University. The objective of this policy is to facilitate such arrangements where modifications can be accommodated to the mutual satisfaction of both the Member and the University.

## **24.2 Eligibility**

**24.2.1** All Members in a full-time continuing position will be eligible to initiate this program.

## **24.3 Program**

**24.3.1** Reduced work programs may take the form of a shorter work year, a shorter work week, or a shorter work day. However, this program will not apply if it would result in a Member becoming subject to part-time status as defined in Article 2: (Definitions).

## **24.4 Procedure**

**24.4.1** A Member will submit a letter of application to their manager with a copy to the Human Resources Department.

**24.4.2** The application will include:

- (i) the period of time for the reduced workload or work period, maximum duration of 24 months;
- (ii) a detailed plan of the nature of the reduction;
- (iii) the reasons supporting the request;
- (iv) any other conditions the Member deems relevant.

**24.4.3** The manager will consider the Member's needs in light of operational needs and workload implications.

**24.4.4** Once the reduced work program has been mutually agreed to by the Member and their manager, a recommendation will then be forwarded to the appropriate Assistant Vice-President (AVP) or Dean for a decision.

**24.4.5** The details of the approved reduced work program will be confirmed in writing to the Member by the manager.

## **24.5 Compensation Procedure**

**24.5.1** All of the conditions of Article 28: (Compensation) of this Agreement will continue to apply to a Member on a reduced work program.

**24.5.2** The Member may opt to receive salary payments only during the actual time worked or have them spread over the entire work reduction period, and will advise the Human Resources Department of their intention, in writing.

## **24.6 Benefit Continuation**

**24.6.1** Benefit plans and benefit coverage will be continued during the reduced work program.

**24.6.2** While on the reduced work program, the University and Member will continue to pay all applicable premiums, which will be based on the Member's Reference Salary, unless otherwise stated in this Article.

**24.6.3** The contributions and coverage under the Long Term Disability Plan shall be based on the Member's actual salary.

## **24.7 Pension Plan**

**24.7.1** The Member may elect to discontinue participation in the Pension Plan during non-work periods of one (1) month or more in duration, but must advise the Human Resources Department of their intention in writing. Pensionable service will be based on participation in the plan subject to Income Tax Act Regulations.

**24.7.2** The Member and University contributions to the Pension Plan shall be based on the Member's reference salary.

## **24.8 Vacation Accrual**

**24.8.1** Vacation accrual will be pro-rated in accordance with the reduced work program.

## **24.9 Sick Leave Entitlement**

**24.9.1** Sick leave entitlements will be pro-rated in accordance with the reduced work program. Sick leave will only be used during a period when the Member is scheduled to work.

## **24.10 Holidays**

**24.10.1** Payment for paid holidays as defined in Article 25.11.1 will be based on the Member's scheduled hours of work. Where these hours differ from day to day, the rate of pay will be based on the average of the Member's daily earnings, exclusive of overtime for the days worked in the thirteen (13) week period immediately preceding the holiday.

## **ARTICLE 25: LEAVES**

### **25.1 Leave of Absence without Compensation**

**25.1.1** The University recognizes that Members may, on occasion, desire, or need to take a temporary leave of absence from their regular duties for various personal reasons other than illness.

**25.1.2** A Member may request a Leave of Absence without Compensation up to a maximum of twelve (12) months. Requests for such a Leave will be submitted in writing to the Member's immediate supervisor, who will forward a copy to the appropriate Dean or



Vice-President, at least four (4) weeks before the date of desired commencement of absence from work. The request will include the duration of and reason for the leave.

**25.1.3** The appropriate Dean or Vice-President will inform the Member of the disposition of the request, in writing, no later than ten (10) working days following receipt of the request for leave. Granting of permission for leave will not be unreasonably withheld provided that the leave can be reasonably accommodated. The withholding of such permission may become the subject of a grievance. Such a grievance will be initiated at Step 2 of the grievance procedure.

**25.1.4** For the first thirty (30) calendar days of a Leave of Absence without Compensation, the benefit coverage and premium payments by the University and the Member will not change. After the first thirty (30) calendar days, the Member will be required to make both the Member and University contributions toward the cost of the available benefits that the Member wishes to continue and will advise the University in writing of their intention to do so. The University will continue to make employer contributions to the Pension Plan unless the Member has advised the University in writing that the Member does not wish to continue to make the Member contributions. The Human Resources department will consult with the Member regarding the ramifications of discontinuing contributions to the Pension Plan. While on leave, benefit levels will be based on the Member's reference salary unless otherwise stated in this Article.

**25.1.5** A Member who elects to return from a Leave of Absence without Compensation prior to the original date of return will notify their supervisor in writing at least four (4) weeks in advance, giving the revised date of return. In the event that the Member's position has been filled for the duration of the leave, the Member seeking an early return to work will provide notice equal to the amount of notice required to displace the incumbent.

**25.1.6** Upon return to work from a Leave of Absence without Compensation, a Member will resume their former position provided that it still exists, with full salary and benefits. If their former position no longer exists, Article 13: (Position Redundancy/Layoff), Article 14: (Priority Placement), and Article 15: (Displacement) will apply.

**25.1.7** Article 25.1.6 will not apply in situations where a Member accepts a position at the University outside of the bargaining unit during a Leave of Absence Without Compensation; Article 12.7 (Transfers /Promotions) will apply.

## **25.2 Association Federation Leave**

**25.2.1** If a Member is elected to serve in a full-time capacity with the Ontario Secondary School Teachers' Federation (OSSTF), the University agrees to provide the Association with a maximum of 1820 hours of release time annually for the Member without loss of compensation and benefits. OSSTF will reimburse the University for all costs associated with this release including compensation, benefits, and pension. The Member will notify their immediate supervisor at least one (1) month in advance of the release.

- 25.2.2** If a Member is elected to serve in a part-time capacity with OSSTF, the Member will make arrangements with their immediate supervisor for leave with full compensation and benefits, at least one (1) month in advance of the leave. Such leave will not be unreasonably denied. The Association will reimburse the University for all leave periods at the full cost of the Member's compensation and benefits.
- 25.2.3** The University shall post a Limited-Term Position with a term length that coincides with the term of the Federation Leave. Should an existing Federation Leave continue for another term, the University shall extend the current Limited-Term Position or post a new Limited-Term Position.
- 25.2.4** If a Member requires an extension of the leaves of absence under Articles 25.2.1 and 25.2.2, they must submit the request in writing at least four (4) weeks prior to the desired start of the extended leave period, to their immediate supervisor, who will forward a copy to the appropriate Vice-President.
- 25.2.5** The appropriate Vice-President will inform the Member of the disposition of the request, in writing, no later than ten (10) working days following the receipt of the request. Granting of permission of the leave extension will not be unreasonably withheld provided that the leave can be reasonably accommodated.
- 25.2.6** Upon return to work from a Federation Leave, the Member will resume their former position provided that it still exists, with full Reference salary and benefits. If their former position no longer exists, Article 13: (Position Redundancy/ Layoff), Article 14: (Priority Placement), and Article 15: (Displacement) will apply.

### **25.3 Bereavement Leave**

- 25.3.1** In the event of a death in a Member's immediate family, defined as spouse as per Article 2: (Definitions), son, daughter, children of the Member's spouse, children of common-law spouse, step-children, ward, guardian, brother, sister, and parent, a Member will be entitled to a leave of absence with full compensation and benefits for up to five (5) consecutive working days.
- 25.3.2** In the event of a death of a non-immediate family member, defined as father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother and grandfather, and grandparents of the Member's spouse, the Member will be entitled to a leave of absence with full compensation and benefits for up to three (3) consecutive working days.
- 25.3.3** A leave of absence with full compensation and benefits of one (1) day may be granted if a Member is unable to attend the funeral of a member of the immediate family because of distance, but requires the day to make funeral arrangements and/or to attend a local service.
- 25.3.4** In the case of the death of a close friend or relative not mentioned in this Article, a leave may be granted in accordance with Article 25.13 (Personal Leave).

- 25.3.5** If extensive travel is required to attend the funeral of a family member, an additional leave with full compensation and benefits to a maximum of two (2) days may be granted.
- 25.3.6** Where bereavement in accordance with this Article occurs during a Member's vacation period, the Member may substitute bereavement leave for the period in question provided that the Member contacts their immediate supervisor during the vacation period and provides evidence satisfactory to the supervisor. The Member would then be eligible to schedule the unused portion of their vacation at a later date.

#### **25.4 Committee Leave**

- 25.4.1** Where a Member is required to serve on a University Committee as an Association representative, the Member will make a request to their immediate supervisor for the necessary time off with no loss of compensation and benefits for activities, including meetings required by the Committee Chairperson. Such requests will not be unreasonably denied.
- 25.4.2** When such meetings require attendance of a Member outside of their normally scheduled hours of work, the Member will be granted overtime in accordance with Article 23: (Hours of Work and Overtime). Overtime will not be granted for periods of time less than thirty (30) minutes.

#### **25.5 Compassionate Leave**

- 25.5.1** Members who care for a terminally ill family member under the terms of the Employment Insurance Act and who apply and are approved for EI benefits are eligible for a supplementary employment benefit as follows: a Member shall receive 100% of his/her Reference Salary for two weeks, and for the period up to a maximum of 6 additional weeks, the Member shall receive an amount equal to the difference between the Employment Insurance benefits received and 95% of the Member's Reference Salary.
- 25.5.2** To receive the supplementary employment benefit in 25.5.1, the Member shall supply the University with proof of application to the Employment Insurance Commission, and the payment of the supplementary employment benefit shall be in accordance with 25.12.4.6.
- 25.5.3** During a Compassionate Leave, the University and Member will continue to make contributions toward the cost of the available pension and benefit plans, unless the Member has advised the University, in writing, that the Member does not wish to continue to make the Member contributions to such plans. The University will continue to make employer contributions to the Pension Plan unless the Member has advised the University in writing that the Member does not wish to continue to make the Member contributions. The Human Resources department will consult with the Member regarding the ramifications of discontinuing contributions to the Pension Plan. Benefit

levels will be based on the Member's reference salary, unless otherwise stated in this Article.

## **25.6 Court Duty and Citizenship Leave**

**25.6.1** A leave of absence without loss of compensation and benefits will be granted to Members who are summoned to be witnesses or jurors by a court or any body with the power of subpoena. Members will notify their immediate supervisor of the summons as soon as possible, and provide them with a copy of the summons.

**25.6.2** A Member becoming a Canadian citizen will be entitled to a full day with no loss of compensation and benefits in order to attend the citizenship proceedings.

## **25.7 Educational Leave**

**25.7.1** The University recognizes the importance of human resources development and therefore may authorize Educational Leaves to improve the effectiveness and efficiency of its Members and to provide opportunities for personal growth.

**25.7.2** All Members having five (5) or more years of service with the University are eligible for an Educational Leave of up to two (2) years in length.

**25.7.3** Eligible Members may request, in writing to their supervisor, an Educational Leave for the purpose of completing a college or university education. Application must be made three (3) months prior to the commencement of the leave.

**25.7.4** The request must set out the objectives for the leave, the start date, proof of acceptance to or eligibility for continuance in an academic program, the proposed length of absence, and the expected benefits to both the Member and the University. The supervisor will forward the request to the appropriate Vice-President with a copy to the Chief Human Resources & Equity Officer.

**25.7.5** The Member will be notified of the granting, denial or deferral of an Educational Leave within two (2) months of submitting the application to their supervisor. Granting of permission will not be unreasonably withheld provided that the leave can be reasonably accommodated. The withholding of such permission may become the subject of a grievance.

**25.7.6** Throughout the Educational Leave period, Members will receive twenty-five percent (25%) of their current salary on their regular pay cycle.

**25.7.7** For the first thirty (30) calendar days of an Educational Leave, the benefit coverage and premium payments by the University and the Member will not change. After the first thirty (30) calendar days, the Member will be required to make both the Member and University contributions toward the cost of the available benefits that the Member wishes to continue and will advise the University in writing of their intention to do so. The University will continue to make employer contributions to the Pension Plan unless

the Member has advised the University in writing that the Member does not wish to continue to make the Member contributions. The Human Resources department will consult with the Member regarding the ramifications of discontinuing contributions to the Pension Plan. While on leave, benefit levels will be based on the Member's reference salary, unless otherwise stated in this Article.

**25.7.8** The contributions and coverage under the Long Term Disability Plan shall be based on the Member's actual salary.

**25.7.9** A Member who elects to return from an Educational Leave prior to the original date of return will notify their supervisor in writing at least four (4) weeks in advance, giving the revised date of return. In the event that there is a replacement employee, the Member seeking an early return to work will provide notice equal to the amount of notice required to displace the incumbent.

**25.7.10** Upon completion of the leave, Members are required to return to the University for a minimum of one (1) year or, failing this, they will be required to reimburse the University for any salary received during the Leave.

**25.7.11** Upon return to work from an Educational Leave, a Member will resume their former position, provided that it still exists, with full salary and benefits. If their former position no longer exists, Article 13: (Position Redundancy), Article 14: (Priority Placement) and Article 15: (Displacement) will apply.

## **25.8 Election Leave**

**25.8.1** In Federal Elections, Members who are eligible to vote will be granted a leave with pay where required to ensure that the Member has a period of four (4) consecutive hours for the purpose of voting during the time that polls are open on election day. In Provincial and Municipal Elections, the leave will be granted to ensure that the Member has a period of three (3) consecutive hours for the purpose of voting. Any such leave must be arranged with the Member's immediate supervisor.

## **25.9 Official University Closure**

**25.9.1** Should the President declare the University closed temporarily due to environmental conditions, utility disruptions, road conditions, acts of God, or other similar emergencies, Members will receive their regular salary and benefits during the closure.

**25.9.2** The University assumes that Members will make every effort to get to work on time during inclement weather. When storms occur, Members are expected to make arrangements that will enable them to arrive as soon as possible and to notify their immediate supervisor of possible delays or absence.

**25.9.3** Severe weather may lead to a decision either to cancel classes, in which case all other normal activities of the University continue, or to close the University with the exception of essential services. Consistent with the University Policy 7.6 (Severe

Weather Closing) the positions of Animal Care Technician and Supervisor may be designated essential services.

**25.9.4** The decision to close the University or to cancel classes will be made by 7:00 a.m. for day classes and scheduled events, and by 2:00 p.m. for classes and scheduled events after 5:30 p.m.

**25.9.5** All Members identified under Article 25.10.3 required to work when the University is closed will be entitled to receive compensation of time and one-half either as time in lieu or in pay for all hours worked during the closure.

**25.9.6** In the event of a power outage, the Research Instrumentation Technician and the Animal Care Supervisor (or the Animal Care Technician) will be required to work. Compensation will be as follows:

(i) if the power outage results in the closure of the University during normal working hours, the Research Instrumentation Technician and the Animal Care Supervisor (or the Animal Care Technician) will be entitled to receive compensation of time and one-half either as time in lieu or in pay for all hours worked during the closure.

(ii) if the power outage occurs outside of normal working hours, the Research Instrumentation Technician and the Animal Care Supervisor (or Animal Care Technician) will be compensated as per Article 23.10 (Call Back).

**25.9.7** A leave with full compensation and benefits of up to one (1) day per fiscal year will be granted to a Member who is absent from work as a result of extreme weather conditions when the University is open. Further leaves of this nature may be granted in accordance with Article 25.12 (Personal Leave).

## **25.10 Paid Holidays**

**25.10.1** The University recognizes the following as paid holidays:

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

In addition, there will be three (3) floating days which will be designated annually that will normally fall within the Christmas break.

**25.10.2** Members will receive their regular daily rate of pay for the above paid holidays provided the Member has worked on their last scheduled work day preceding the paid holiday and their first scheduled work day following the paid holiday unless absent due to an illness or an approved leave.

**25.10.3** The Member's regular daily rate of pay is determined by multiplying the Member's hourly rate of pay by the number of hours the Member would normally have worked on the day the paid holiday falls.

**25.10.4** The regular daily rate of pay for Members whose hours of work vary considerably from day to day will be determined by averaging their daily hours, exclusive of overtime, for the days worked in the thirteen (13) weeks preceding the paid holiday.

**25.10.5** Members required by the University to work on any of the paid holidays listed in Article 25.11.1, excluding the "floating" days, will, in addition to their holiday pay, receive:

- (i) compensation at the rate of two (2) times their salary rate for hours worked; or
- (ii) time off in lieu of payment equivalent to two (2) times the hours worked.

**25.10.6** Members will not normally be required to work on a designated floating day. Members who are required to work on a floating day will be compensated as per Article 23.10 (Call Back).

**25.10.7** Paid holidays falling on a Saturday will normally be observed the preceding Friday; those falling on a Sunday will normally be observed the following Monday.

**25.10.8** When any of the holidays defined in Article 25.11.1 fall during a Member's vacation period, the Member will receive an additional day of vacation.

**25.10.9** Holiday pay will not apply to those Members on long-term disability, layoff, WSIB benefits, or on approved Leaves of Absence without Compensation.

## **25.11 Pregnancy, Parental, Adoption Leave**

### **25.11.1 Pregnancy Leave**

**25.11.1.1** A Member who is pregnant will be entitled, upon their application to their supervisor, to a leave of absence of seventeen (17) weeks, or such shorter leave as she may request, commencing during the seventeen (17) weeks immediately preceding the estimated birth date, provided that the Member has been employed by the University for at least thirteen (13) weeks before the expected birth date.

**25.11.1.2** A Member will give their immediate supervisor two (2) weeks notice, in writing, of the day on which they intends to commence her pregnancy leave, and the intended duration of such leave. Should their immediate supervisor require a certificate, signed

by a legally qualified medical practitioner, stating the estimated birth date, the University will reimburse the Member for the full cost of the certificate.

**25.11.1.3** The University will make reasonable effort to accommodate a pregnant Member to perform the essential duties of their position.

**25.11.1.4** A Member who returns to work on the expiration of their Pregnancy Leave will be reinstated in their former position with full Reference Salary and benefits. If their former position no longer exists, the reinstatement provisions as stated in the Employment Standards Act, 2000 and as amended from time to time will apply. Seniority will accrue during the leave.

**25.11.1.5** A Member wishing to return prior to the original date of return will notify their supervisor in writing of her intentions, at least four (4) weeks in advance, giving the revised date of return.

### **25.11.2 Post-Natal Leave**

**25.11.2.1** On the occasion of the birth of a child, the child's parent who is not taking a Pregnancy Leave will be entitled to a leave with no loss of compensation and benefits of up to five (5) days, to be taken within four (4) weeks of the birth. A Member will apply in writing to their supervisor two (2) weeks prior to the commencement of the leave.

### **25.11.3 Parental Leave**

**25.11.3.1** A Member who is a parent and who has been employed by the University for a period of at least thirteen (13) consecutive weeks prior to the start of the leave or thirteen (13) weeks before a child comes into the parent's custody, care and control for the first time will be entitled to a leave of absence without pay of up to sixty-one (61) weeks.

**25.11.3.2** The Parental Leave of a Member who has taken Pregnancy Leave will commence immediately upon the completion of their Pregnancy Leave or when the baby first comes into the custody, care and control of the parent. For other parents, including adoptive parents, Parental Leave will commence within seventy-eight (78) weeks of the birth or after the child first comes into the custody, care and control of a parent. The provisions of the Parental Leave will be in accordance with the Employment Standards Act, 2000 and as amended from time to time.

**25.11.3.3** A Member will give written notice to their supervisor at least two (2) weeks prior to the commencement of a Parental Leave. This notice will include the intended duration of the leave.

**25.11.3.4** A Member wishing to return from Parental Leave prior to the original date of return will notify their supervisor, in writing, at least four (4) weeks in advance, giving the revised date of return.



**25.11.3.5** A Member who returns to work on the expiration of their Parental Leave will be reinstated in their former position with the full salary that they would have been entitled to had they not taken the leave. If their former position no longer exists, the reinstatement provisions as stated in the Employment Standards Act, 2000 and as amended from time to time will apply. Seniority will accrue during the leave.

#### **25.11.4 Supplementary Benefits for Pregnancy and Parental Leave**

**25.11.4.1** Supplementary benefits are only available to Members who hold a continuing or recurring position.

**25.11.4.2** During the period of Pregnancy Leave, the Member is entitled to supplementary benefits as follows:

- (i) for the first two (2) weeks, the Member will receive one hundred percent (100%) of their full Reference Salary;
- (ii) for a maximum of fifteen (15) additional weeks, the Member will receive an amount equal to the difference between the Employment Insurance benefits received and ninety-five (95) percent of their full reference salary.

**25.11.4.3** A Member who has not received supplementary benefits for a pregnancy leave under 25.11.4.2 shall be eligible to receive:

- (i) 100% of their reference salary for the first two (2) weeks of Parental leave, and
- (ii) an amount equal to the difference between the Employment Insurance benefits received and ninety-five (95) percent of the Member's Reference Salary for the next ten (10) weeks of Parental Leave.

**25.11.4.4** A Member who becomes a primary caretaker of their spouse's child because of the death or total dismemberment of the birth mother at the time of birth will, in addition to 25.11.4.3, be entitled to an amount equal to the difference between the Employment Insurance benefits received and 95% of the Member's Reference Salary for an additional seventeen (17) weeks.

**25.11.4.5** A Member who has received supplementary benefits for a pregnancy leave under 25.11.4.2 and who has been employed by the University for at least twelve (12) months immediately preceding the birth of a child shall be entitled to supplementary benefits for a Parental Leave, equal to the difference between the Employment Insurance benefits received and 95% of the Member's Reference Salary for up to twelve (12) weeks.

**25.11.4.6** A Member on Parental Leave who is the primary caretaker for a newly adopted child will be entitled to supplementary benefits as follows:

- (i) for the first two (2) weeks, the Member will receive one hundred (100) percent of their current salary;

- (ii) for a period of up to ten (10) additional weeks, the Member will receive an amount equal to the difference between the Employment Insurance Benefit received and ninety-five (95) percent of the Member's current salary.

**25.11.4.7** To receive the supplementary employment benefit defined in Article 25.11.4, the Member will provide the University with proof of application to Human Resources Development Canada. The payment of the supplementary employment benefit will be as follows:

- (i) the University will estimate the amount of the Employment Insurance payment and provide a supplementary payment to the Member on the usual salary payment schedule and this supplementary payment will be regarded as an advance;
- (ii) upon receipt of that information, the Member will provide evidence of the actual payments received from Human Resources Development Canada;
- (iii) the subsequent payments to the Member will be adjusted up or down to reflect the actual Employment Insurance payment.

**25.11.4.8** Should a Member fail to return to work for a minimum period of six (6) months or on a reduced workload (as per Article 24: Reduced Work Program) for an equal number of hours, pro-rated over a longer period of time not to exceed twelve (12) months, following the expiration of the Pregnancy and/or Parental Leave, they will be required to repay the Supplementary Benefit they have received, except when the Member provides satisfactory evidence of the illness of the Member or the child or when the Member is laid off.

#### **25.11.5 Extended Parental Leave**

**25.11.5.1** An Extended Parental Leave without compensation, up to a maximum of fifty-two (52) weeks, will be given to any Member who has been employed by the University for at least fourteen (14) months immediately preceding the commencement of a Parental Leave (Article 25.11.3). Extended Leave will commence immediately upon the completion of a Parental Leave. The Member will give written notice to their immediate supervisor at least three (3) months prior to the commencement of the Extended Parental Leave.

**25.11.5.2** A Member wishing to return from Extended Parental Leave prior to the original date of return will notify their supervisor, in writing, at least four (4) weeks in advance, giving the revised date of return.

#### **25.11.6 Other**

**25.11.6.1** During a Pregnancy or Parental Leave, the University and Member will continue to make contributions toward the cost of the available benefit plans unless the Member has advised the University, in writing, that the Member does not wish to continue to make the Member contributions to such plans. The University will continue to make

employer contributions to the Pension Plan unless the Member has advised the University in writing that the Member does not wish to continue to make the Member contributions. The Human Resources department will consult with the Member regarding the ramifications of discontinuing contributions to the Pension Plan. Benefits levels will be based on the Member's reference salary, unless otherwise stated in this Article.

**25.11.6.2** During an Extended Parental Leave, the Member will be required to make both the Member and the University contributions toward the cost of the available benefits that the Member wishes to continue and will advise the University in writing of their intentions to do so. The University will continue to make employer contributions to the Pension Plan unless the Member has advised the University in writing that the Member does not wish to continue to make the Member contributions. The Human Resources department will consult with the Member regarding the ramifications of discontinuing contributions to the Pension Plan. Benefits levels will be based on the Member's reference salary, unless otherwise stated in this Article.

**25.11.6.3** Upon return to work from an Extended Parental Leave, a Member will resume their former position provided that it still exists, with full Reference salary and benefits. If their position no longer exists, Article 13: (Position Redundancy), Article 14: (Priority Placement) and Article 15: (Displacement) will apply.

## **25.12 Personal Leave**

**25.12.1** Members may be granted a Personal leave without loss of compensation and benefits of up to three (3) working days per fiscal year by their manager, to accommodate absence resulting from, but not limited to:

- (i) illness in the Member's immediate family;
- (ii) relocation of their household; or
- (iii) preparation for and writing examinations; or
- (iv) legal appointments; or
- (v) major property damage caused by fire; or
- (vi) additional Bereavement Leave as required; or
- (vii) the observance of religious holidays that are not identified as Paid Holidays under this Collective Agreement.

**25.12.2** Members must request such leave as far in advance as possible. In requesting such leave, Members need to indicate that the leave is in compliance with Article 25.13.1.

**25.12.3** Requests for Personal leave will not be unreasonably denied provided that the leave can be reasonably accommodated.

### **25.13 Professional Development Leave**

- 25.13.1** The University recognizes the importance of human resource development and therefore may authorize Professional Development Leaves to provide opportunities for personal growth and for the enhancement of experience and/or knowledge, and/or the acquisition of new skills in the Member's area of responsibility.
- 25.13.2** All Members having five (5) or more years of service with the University may apply for a Professional Development Leave not to exceed six (6) months.
- 25.13.3** Eligible Members may request, in writing to their immediate supervisor, a Professional Development Leave. Application must be made at least three (3) months prior to the proposed leave commencement date.
- 25.13.4** The request must set out the objectives for the leave, the start date, the proposed length of absence, and the expected benefits to both the Member and the University. The supervisor will forward the request to the appropriate Vice-President with a copy to the Chief Human Resources & Equity Officer.
- 25.13.5** In arriving at a final decision to approve or not approve a Professional Development Leave application, the Vice-President will base the decision on the application, the recommendation of the Chief Human Resources & Equity Officer, the merits of the leave request as it applies to the Member, and the merits of the leave request as it applies to the University.
- 25.13.6** The Member will be notified of the granting, denial, or deferral of a Professional Development Leave within two (2) months of submitting the application to their supervisor.
- 25.13.7** The Member will receive seventy-five percent (75%) of their Reference salary, on their regular pay cycle, for the duration of the Leave.
- 25.13.8** During a Professional Development Leave, the University and Member will continue to make contributions toward the cost of the available pension and benefit plans, unless the Member advises the University in writing that the Member does not wish to make the Member contributions to such plans. The University will continue to make employer contributions to the Pension Plan unless the Member has advised the University in writing that the Member does not wish to continue to make the Member contributions. The Human Resources department will consult with the Member regarding the ramifications of discontinuing contributions to the Pension Plan. While on leave, benefits levels will be based on the Member's reference salary, unless otherwise stated in this Article.
- 25.13.9** The contributions and coverage under the Long Term Disability Plan shall be based on the Member's actual salary.

**25.13.10** Upon completion of the Leave, Members are required to return to the University for a period equivalent to the duration of the Leave or, failing this, will be required to reimburse the University for any salary, benefit, and pension payments received during the Leave.

**25.13.11** Upon return to work from a Professional Development Leave, a Member will resume their former position, provided that it still exists, with full salary and benefits. If their former position no longer exists, Article 13: (Position Redundancy/ Layoff), Article 14: (Priority Placement), and Article 15: (Displacement) will apply.

#### **25.14 Public Service Leave**

**25.14.1** The University recognizes and supports the right of Members to participate in public affairs through acceptance of candidacy for and service in political office.

**25.14.2** Where a Member has been nominated to a seat in the Federal parliament or Provincial legislature, the Member will be entitled to a Public Service Leave without compensation for the period from the issuance of the election writ to the day following the election, and if elected, for the duration of the electoral mandate. Any extension of leave beyond five (5) years, whether continuous or discontinuous will be subject to the consent of the University.

**25.14.3** While a Member is on Public Service Leave under the provisions of 25.15.1 and 25.15.2, the Member will be required to make both the Member and University contributions toward the cost of the available benefits that the Member wishes to continue, and will advise the University in writing of their intention to do so.

**25.14.4** Upon return to work from such leave, the Member will resume their former position, provided that it still exists, with full Reference Salary and benefits. If their former position no longer exists, Article 13: (Position Redundancy/Layoff), Article 14: (Priority Placement), and Article 15: (Displacement) will apply.

**25.14.5** Where a Member has been nominated for and/or elected to a position in local or regional government, or board of education, the Member will negotiate with the University terms of leave and remuneration consistent with the nature and scope of their public duties.

#### **25.15 Military Reservist Leave**

**25.15.1** A Member is entitled to a Leave of Absence without Compensation (Article 25.1) if the Member is a reservist and:

- (i) the Member is deployed to a Canadian forces operation outside Canada; or
- (ii) the Member is deployed to a Canadian forces operation inside Canada that is or will be providing assistance in dealing with an emergency or with its aftermath;

(iii) the Member is on military training for a maximum of two (2) weeks training per year.

**25.15.2** Members must provide notice in writing to their immediate supervisor before beginning and ending a Military Reservist Leave.

**25.15.3** Benefit coverage during a Military Reservist Leave will be as defined in Article 25.1.4.

**25.15.4** Upon return to work from a Military Reservist Leave, the Member will resume their former position, provided that it still exists, with the full salary and benefits. If their former position no longer exists, Article 13: (Position Redundancy/Layoff), Article 14: (Priority Placement) and Article 15: (Displacement) will apply.

## **25.16 Sick-Leave**

**25.16.1** The University recognizes that unavoidable absences may occur because of illness or accident and for this reason provides a sick-leave benefit that provides income protection during these situations.

### **25.16.2**

- (i) Sick-leave means the period of time a Member is absent and unable to work because of illness, disability, or injury for which the Member is not receiving Workers' Safety and Insurance Board (WSIB) benefits, or any other compensation for loss of earnings.
- (ii) During an approved WSIB Lost Time Leave, the University will compensate a Member the difference between their regular salary and the amount received from the Workplace Safety and Insurance Act in accordance with the Wilfrid Laurier University Workplace Injury Accommodation Practice. This equivalent amount compensated shall be deducted from, and be limited to, the Member's sick leave credit balance.
- (iii) Members are also eligible to use their sick leave to a maximum of fifty (50) days per calendar year when prevented from attendance at work in order to attend a child, spouse, parent, or sibling who is sick and dependent upon the Member for health care. In exceptional circumstances, a manager may approve additional sick leave; such approval will not be unreasonably denied. The Member may be required to verify the basis for the absence by providing supporting documentation. If a physician's statement is requested, the University will reimburse the Member for up to \$30 per certificate.

**25.16.3** All full-time Members will accumulate sick-leave credits as follows:

- (i) new Members will be credited with twenty (20) days after their first day of employment; and

- (ii) Members will be credited with an additional one and one half (1½) days for each month in which work was actually performed or in which the Member was absent on vacation, or a paid leave, except sick leave.

These credits will accumulate to a maximum of one hundred and five (105) working days.

**25.16.4** All part-time Members will accumulate sick-leave credits as follows:

- (i) new Members will be credited with ten (10) days after their first day of employment; and
- (ii) Members will be credited with an additional day for each month in which work was actually performed or in which the Member was absent on vacation, or a paid leave, except sick-leave.

These credits will accumulate to a maximum of one hundred and five (105) working days.

**25.16.5** For the purposes of this Article, one (1) day is defined as a period equal to the Member's normally scheduled daily work period.

**25.16.6** During the first one hundred and twenty (120) consecutive calendar days of absence due to the Member being unable to perform their job due to illness, disability, injury or recuperation, Members will receive:

- (i) one hundred percent (100%) of their salary in effect at the time of absence for the period equal to the number of sick-leave credits accumulated at the time of absence; or
- (ii) For absences greater than five (5) consecutive working days and where no sick-leave credits are available, Members will be eligible to receive sixty-six and two-thirds percent (66 2/3%) of their current salary in effect at the time of absence where no sick-leave credits are available, subject to the completion of a Medical Certificate of Disability acceptable to the University in accordance with the Sick Leave and Disability Management Policy.

**25.16.7** If an absence is due to the same illness or injury within 30 days of returning from the original absence, it will be classified as a continuation of the same absence and only the balance of the unused portion will apply. A Member will be required to provide the University with a Medical Certificate of Disability verifying the illness or injury, in accordance with the Sick Leave and Disability Management Policy. The University will reimburse the Member up to \$50 for the cost of the Medical Certificate of Disability, or another amount as determined by the University.

- 25.16.8** Should the absence extend beyond one hundred and twenty (120) consecutive calendar days, those Members enrolled in the University's Long-Term Disability Plan will apply for benefits under that plan. Members not enrolled in the University's Long-Term Disability Plan may make application for Employment Insurance benefits.
- 25.16.9** A Member's accumulated sick-leave credits will be reduced equal to the period of absence due to sickness or injury.
- 25.16.10** Benefits coverage and applicable premium payments by the Member and the University will continue during periods of paid sick-leave.
- 25.16.11** For the first thirty (30) calendar days of a sick leave without pay, the benefit coverage and premium payments by the University and the Member will not change. After the first thirty (30) calendar days, the Member will be required to make both the Member and University contributions toward the cost of the available benefits that the Member wishes to continue, and will advise the University in writing of their intention to do so. The University will continue to make employer contributions to the Pension Plan unless the Member has advised the University in writing that the Member does not wish to continue to make the Member contributions. The Human Resources department will consult with the Member regarding the ramifications of discontinuing contributions to the Pension Plan. While on leave, benefit levels will be based on the Member's reference salary, unless otherwise stated in this Article.
- 25.16.12** When an absence exceeds five (5) consecutive work days, the Member will be notified by Human Resources and will be required to have their physician complete and submit a Medical Certificate of Disability verifying the illness or injury, in accordance with the Sick Leave and Disability Management Policy.
- 25.16.13** Where there are frequent absences of a shorter duration, patterns of absences and/or absences suspect in nature, a Member may be required to have their physician complete and submit a Frequent / Patterned Absences Referral Form verifying the illness or injury, in accordance with the Sick Leave and Disability Management Policy.
- 25.16.14** The University will reimburse the Member up to \$50 for the cost of the Medical Certificate of Disability or the Frequent / Patterned Absences Referral Form or another amount as determined by the University.
- 25.16.15** Refusal to comply with these requirements may result in a denial of paid sick leave during the period of absence.
- 25.16.16** If, during their vacation period, a Member is hospitalized or suffers a medically documented incapacitating illness or injury in circumstances under which they would have been eligible for leave under this Article, they will be granted leave and their vacation pay credits will be restored to the extent of any concurrent leave granted.



**25.16.17** WLUSA reserves the right to grieve the application of the Sick Leave and Disability Management Policy if such application adversely affects the compensation of the Member.

**25.16.18** A Member shall have the right to Association representation at any meeting where the Member's attendance history is to be discussed.

**25.16.19** Should the University request from the Member an independent medical examination, the University will make every reasonable effort to provide a list of three (3) medical practitioners of which the Member may select one (1). The University will reimburse the Member for costs associated with the independent medical opinion.

**25.16.20** A Member shall have the right to Association representation during any accommodation or return to work meeting. The Association President will be provided with a copy of the accommodation or return to work plan for that Member.

#### **25.16.21 Medical/Dental Appointments**

**25.16.21.1** The University and the Association recognize that every attempt will be made to arrange medical and dental appointments outside of normal working hours. However, it is realized that in certain situations it may not be possible to make appointments outside of working hours. If Members are unable to make appointments outside of normal working hours, such time is to be deducted from accumulated sick leave credits and will be calculated to the nearest one-half ( $\frac{1}{2}$ ) hour.

**25.16.21.2** If a Member has no sick-leave credits accumulated, the Member may:

- (i) with the approval of the manager, make up the time lost for the appointment through a flexible work arrangement;
- (ii) take a leave without compensation for the duration of the appointment; or
- (iii) have the time taken for the appointment deducted from available vacation credits or accumulated overtime.

#### **25.17 Vacations**

**25.17.1** A Member's vacation year begins with the first day of employment with the University without a break in service. Vacation entitlement will accrue monthly at the appropriate rate based on years of service.

**25.17.2** Members shall accrue vacation in the following manner:

- (i) at the rate of one (1) working day per month for each of the first twelve (12) complete calendar months of continuous employment (up to twelve (12) working days per year); or

- (ii) upon completion of one (1) year of continuous employment, 1.25 working days per month (three (3) weeks (fifteen (15) working days) per year; or
- (iii) upon completion of five (5) years of continuous employment, 1.67 working days per month (four (4) weeks (twenty (20) working days) per year; or
- (iv) upon completion of fourteen (14) years of continuous employment, 2.08 working days per month (five (5) weeks (twenty-five (25) working days) per year; or
- (v) upon completion of twenty-four (24) years of continuous employment, 2.5 working days per month (six (6) weeks (thirty (30) working days) per year.

**25.17.3** Vacation entitlement for Members who work less than or more than 1820 hours per year will be prorated in accordance with their regular work schedule, such that they will receive the equivalent percentage of vacation hours at their regular hourly rate of pay.

**25.17.4** Accrued vacation credits will be added to the Member's vacation bank on the last day of each calendar month.

**25.17.5** Members having temporary appointments/ positions will receive five percent (5%) vacation pay.

**25.17.6** Members may take their vacation entitlement at their discretion, subject to the prior approval of their manager, and to the functional requirements of their department. Managers will approve vacation in a fair and equitable way, and will respond to vacation requests, in writing, in a timely manner. Once approved, vacation cannot be revoked by the manager without the agreement of the Member. Vacation may be taken prior to accrual, up to the Member's current annual entitlement.

**25.17.7** Vacation entitlement will be used in the vacation year in which it is earned.

- (i) Members may carry over unused vacation into the next vacation period as follows:

Years Completed Service	Allowable Carryover
1	12 days
5	15 days
14	20 days
24	25 days

- (ii) In exceptional circumstances, or as otherwise provided in the Agreement, managers may approve carryover days that exceed these limits.

(iii) Any unused vacation entitlement additional to (i) and (ii) above, shall be scheduled by the manager and used within the first ten (10) months of the next vacation year.

**25.17.8** Vacation credits will accrue while a Member is on maternity leave, parental leave, sick-leave of less than thirty (30) calendar days, and any leaves of absence of less than thirty (30) calendar days duration.

**25.17.9** Terminating Members or the estate of a Member who dies while employed by the University will be entitled to receive payment for any unused vacation entitlement accrued in accordance with Articles 25.18.2 and 25.18.5.

**25.17.10** A former Member who returns within one (1) year of termination will be credited with previous service for purposes of vacation entitlement.

**25.17.11** If the Member transfers from one area to another after receiving approval for vacation, the Member will renegotiate the scheduling of the vacation with their new supervisor. Such requests will not be unreasonably denied.

## **ARTICLE 26: BENEFITS**

### **26.1 Benefits for Members**

**26.1.1** The terms and levels of benefits in effect as of the ratification of this Agreement are defined by legislation and by the respective Benefits Plans.

**26.1.2** The University agrees to maintain the Benefits Plans listed in Article 26.1.3 except as they are modified by this Agreement, or except as, with the consent of the Association, changes are made to the benefits provided to eligible Members under these plans. All changes will be extended to eligible Members as of the effective date of the change.

**26.1.3** For the purpose of this Agreement, the Benefit Plans, in addition to the Ontario Health Insurance Plan, are those in effect as of the ratification of this Agreement as follows:

**26.1.3.1** Extended Health Care Plan;

**26.1.3.2** Dental Care Plan;

**26.1.3.3** Basic Group Life Insurance Plan;

**26.1.3.4** Long-Term Disability Plan;

**26.1.3.5** Optional Group Life Insurance Plan;

**26.1.3.6** Optional Accidental Death and Dismemberment Plan;

**26.1.3.7** Optional Critical Care Plan.

**26.1.4** For all full-time Members, the University will pay one hundred percent (100%) of the costs for the plans listed in Article 26.1.3.1, 26.1.3.2, and 26.1.3.3.

- 26.1.5** For part-time Members scheduled to work between 910 and 1249 hours per year, the University will pay one hundred percent (100%) of the costs for their choice of either the Extended Health Care Plan (26.1.3.1) or the Dental Care Plan (26.1.3.2). The Member shall have the option of purchasing membership in the other plan.
- 26.1.6** For part-time Members scheduled to work fewer than 910 hours per year, the University will provide them an amount equal to four percent (4%) of their salary in lieu of benefits.
- 26.1.7** The Parties agree that the following improvements shall be made in the Benefit Plans, effective July 1, 2020:
- 26.1.7.1** Improve Vision Benefits to \$500 per person in any 24 month period;
- 26.1.7.2** Improve Vision Benefits such that prescription sunglasses are included in the list of allowable expenditures under this benefit;
- 26.1.7.3** Improve Paramedical Benefits by including psychotherapists in the benefit provided by psychologists, social workers, and clinical counsellors:
- 26.1.8** The University shall reimburse the Member for the cost of the *Request for Brand Name Drug Coverage* form, to a maximum of \$30.00 per form.
- 26.2 Benefits for Retirees**
- 26.2.1** Members who have retired according to the provisions of this Agreement, and have completed at least ten (10) years of consecutive, full time service at the University immediately prior to retirement, will be able to participate in the following plans based on the terms and conditions specified in the plans:
- (i) the Extended Health Care Plan to a maximum of \$30,000 per calendar year;
- (ii) the Dental Care Plan.
- 26.2.2** Members who withdraw the commuted value of their pension will not be eligible for Post-Retirement Benefits.
- 26.2.3** For Members who are eligible for post-retirement benefits and who retire early and have an alternate benefit plan through employment elsewhere, the alternate plan will be the first payer on benefits claims and the University shall serve as the second payer.
- 26.2.4** Members will pay fifteen percent (15%) of the premiums for retirees eligible under 26.2.1.
- 26.2.5** Current Retirees, retired Members, and those receiving benefits from the Long-Term Disability Plan will have access to the University library, University Computing facilities, the athletic facilities, and to parking on the same basis as Members.

**26.2.6** Current Retirees, retired Members, and those receiving benefits from the Long-term Disability Plan will be eligible for Tuition Assistance as per Article 22.2 and Spousal/Dependent Tuition Benefits as per Article 22.3.

### **26.3 Former Employees in Receipt of Long Term Disability (LTD) Benefits**

**26.3.1** Members who have lost seniority and have been deemed to have terminated their employment with the University as per Article 11.4 (vi) (Seniority) and who remain on an approved LTD claim will be able to participate in the following plans based on the terms and conditions specified in the plans for the duration of the approved claim:

- (i) the extended health care plan to a maximum of \$30,000 per calendar year;
- (ii) the dental care plan;
- (iii) as per Article 27.1.5 (Pension Plan) the University will make both the Member and University contributions to the Member's Money Purchase Account for any Member, who by reason of disability, is in receipt of Long Term Disability from the University's insurance provider.

### **26.4 Information and Reporting**

**26.4.1** The University agrees to supply the Association with a copy of the master policy of each of the plans specified in Article 26.1.2

**26.4.2** The University agrees to report to the Association (in such a way as to not breach confidentiality of individuals) all problems arising with respect to the application of these plans to Members.

**26.4.3** The University will provide all Members with information with respect to the benefit plans in force. Such information will be made available on the Human Resources Department web site. A hard copy of this information will be made available to any Member upon request.

### **26.5 General Liability Insurance**

**26.5.1** The University will maintain appropriate General Liability Insurance.

### **26.6 Athletic Facility Use and Parking**

**26.6.1** Members shall have the right to use the University's athletic facilities at a rate as defined by the WLUFA Full-time Collective Agreement.

**26.6.2** In each contract year, Members shall have the right to park in the University's parking lots upon payment of an annual fee. Bi-weekly fees will be as follows (plus applicable taxes):

**26.6.2.1** July 1, 2020: \$17.20

**26.6.2.2** July 1, 2021: \$18.62

**26.6.2.3** July 1, 2022: \$20.06

**26.6.3** Part-time continuing staff and part-time limited term staff working fewer than 24 hours per week will be subject to a twenty-five (25%) discount. A per term permit will be available for full-time contract staff at 1/3 the annual rate.

**26.6.4** The University shall maintain no less than 925 spaces in Waterloo and 29 spaces in Kitchener exclusively for the use of faculty and staff, excluding reserved spaces.

**26.6.5** The parking lots designated for the use of faculty and staff shall be reserved for their use Monday to Thursday, 8:30 am to 10:00 pm and Friday 8:30 am to 5:00 pm.

**26.6.6** Annually on May 1, the University shall provide a statement to the Association of the number of parking spaces available to the members on the Waterloo campus.

## **26.7 Guaranteed Housing Loan**

**26.7.1** The University will continue the University Guaranteed Housing Loan Plan currently in effect, including the following provisions:

- (i) the maximum loan available to participants in the plan is \$75,000;
- (ii) the location of the residence will be within a one hundred (100) kilometre radius of the University campus; and
- (iii) there is no limit on the total amount of approved housing loans.

## **26.8 Financial Assistance for Computer/Peripherals Purchase**

**26.8.1** The University will provide financial assistance to full-time or part-time Members with continuing appointments, who have passed their Probationary Period, for any computer and/or computer peripherals purchase, and software available at the University's Bookstore, within the price range of \$500-\$5000.

**26.8.2** This financial assistance will be limited to one purchase per Member every twenty-four (24) months while employed at the University. The twenty-four (24) month period will commence on date of invoice payment.

**26.8.3** Members must purchase the computer and/or computer peripherals through the University's Bookstore department. The Member will repay the university in equal, bi-weekly instalments over a maximum period of twenty-four (24) months.

**26.8.4** The University will apply an interest rate no greater than the prescribed interest rates as defined by the Canada Revenue Agency.

**26.8.5** Members shall be required to sign a waiver permitting the University to deduct the remaining balance from their last pay, inclusive of vacation pay, upon termination.

**26.8.6** Computers and/or computer peripherals purchased through this option will become the property of the respective Member who, as a direct owner of the equipment, will be responsible for the maintenance, repair, and upkeep of this equipment.

#### **26.9 Access to University Facilities**

**26.9.1** For the duration of this Agreement, Members will have access to the University library and computing facilities in accordance with existing practices.

#### **26.10 Day Care**

**26.10.1** The University agrees to continue to make available to Members a daycare program at an appropriate location. In light of the increased demand for places by Members, other employee groups and students, the University agrees to maintain an advisory committee with representation from all user groups to review day care arrangements.

### **ARTICLE 27: PENSION PLAN**

#### **27.1 General**

**27.1.1** The Parties agree to continue the Wilfrid Laurier University Pension Plan, in effect and as revised and restated on July 1, 2012, or as the same may be amended by the Board from time to time during the term of this Agreement. Any amendment to the Plan during the term of this Agreement will be subject to the agreement of the Association. For the purposes of any dispute arising under Article 27: (Pension Plan), the terms and conditions of the WLU Pension Plan will be those described in the copy of the Plan filed with the Pension Commission.

**27.1.2** All full-time Members are eligible to become enrolled in the WLU Pension Plan on the first day of the month coinciding with or following their first day of employment with the University.

**27.1.3** All part-time Members are eligible to become enrolled in the WLU Pension Plan following two consecutive calendar years of employment in which they have either earnings greater than thirty-five percent (35%) of the Canada Pension Plan Yearly Maximum Pensionable earnings, or have worked seven hundred (700) hours in each of the two (2) years.

- 27.1.4** Members shall make contributions of eight (8) percent for earnings below the YMPE and ten (10) percent for earnings above the YMPE of a Member's Reference Salary to the Member's Money Purchase Account. The University shall make contributions of seven (7) percent of a Member's Reference Salary to the Member's Money Purchase Account and in addition, shall contribute such amount as is certified by the plan Actuary as appropriate to make provision for the funding of the benefits to be provided from the Minimum Guarantee Pension.
- 27.1.5** The University will make both the Member and University contributions to the Member's Money Purchase Account for any Member, who by reason of disability, is in receipt of Long Term Disability Benefits from the University's insurance provider.
- 27.1.6** Members who withdraw the commuted value of their pension will not be eligible for Post-Retirement Benefits.
- 27.1.7** Subject to legislative limitations, the Minimum Guaranteed Pension Benefit will be adjusted annually by an amount equal to the increase in the Consumer Price Index for the previous year, to a maximum of four percent (4%) per year, cumulative from retirement for service accrued up to December 31, 2012. For service accrued under the Minimum Guarantee Pension Benefit on or after January 1, 2013 the Minimum Guaranteed Pension Benefit will be adjusted annually by an amount equal to fifty (50) percent of the increase in the Consumer Price Index (CPI) for the previous year, to a maximum adjustment of four percent (4%) per year, but no accumulation from retirement will apply.
- 27.1.8** For members who take early retirement from active service with the University, the current early retirement reductions will apply to the portion of the member's Minimum Guaranteed Pension Benefit. For service accrued up to December 31, 2012, the reductions will be 1.5% per year if retirement is between age 60 and age 65 and an additional 2.5% per year for each year prior to age 60. For service accrued on or after January 1, 2013 the reductions will be 3% per year if retirement is between age 60 and age 65 and an additional reduction of 5% per year for each year prior to age 60.
- 27.1.9** A Member who is eligible to transfer funds from a previous employer's pension plan directly to the WLU Pension Plan may choose to have such funds placed as additional voluntary contributions or placed in the Money Purchase Plan with service credit for the funds transferred. In the case of service credit, the Member shall receive from the University the actuary's report which will include a statement of the years of service credit. An estimate of the pension income resulting from the proposed transfer will be provided upon request.

## **27.2 Normal Retirement Date**

- 27.2.1** The Normal Retirement Date for a member of the WLU Pension Plan will be the first day of the month coincident with or next following the Member's sixty-fifth (65th) birthday.



A Member may opt to postpone retirement and continue working past the Normal Retirement Date.

**27.2.2** Pension benefits are paid monthly commencing on the first of the month following retirement.

### **27.3 Postponed Retirement Date**

**27.3.1** A Member may postpone retirement after attaining the Normal Retirement Date.

**27.3.2** Members who choose to continue employment beyond the Normal Retirement Date will be required to commence receiving pension payments no later than the end of the calendar year in which the Member attains age 71 or such later date as may be permitted under the Income Tax Act at which time both the Member and the University will cease contributions to the WLU Pension Plan and the period of continued service will not be counted as pensionable service for the calculation of pension benefits. While working beyond the Normal Retirement Date the Member may continue to make contributions to the WLU Pension Plan and, by so doing, for the purposes of pension benefit calculations receive matching University contributions and additional pensionable service for the period worked.

**27.3.3** A Member who has postponed retirement, in accordance with Article 27.3 (Postponed Retirement Date), and who has elected to continue to make contributions during the postponed period, will have pension benefits calculated in the same manner as at normal retirement.

**27.3.4** Members are advised to provide as much written notice as possible of their intention to retire to allow for administrative processing and orderly planning. The recommended time frame is a minimum of three (3) months prior to the proposed retirement date.

### **27.4 Early Retirement**

**27.4.1** A Member may retire on the first day of any month following the attainment of age fifty-five (55). A retirement after age fifty-five (55) and before sixty-five (65) is considered an Early Retirement.

### **27.5 Benefits for Early Retirees**

**27.5.1** Members electing Early Retirement as set forth in Article 27.4 (Early Retirement) will be entitled to the benefits listed in 26.2 (Benefits for Retirees).

### **27.6 Information**

**27.6.1** The University will make available retirement counselling services to Members fifty-five (55) years of age and older. Counselling will include (a) retirement planning and (b) personal aspects of retirement.

- 27.6.2** Annually, the University will distribute to all Members and to the Association a WLU Pension Plan Annual Information Brochure, including a summary of the WLU Pension Plan, a statement of the Minimum Guarantee Formula including any limits which may apply, and a listing of all actuarial assumptions.
- 27.6.3** The University will provide the Association with three (3) copies of the WLU Pension Plan and any amendments as filed with the Pension Commission.
- 27.6.4** The University will provide to the Association actuarial reports and other information concerning the funding, liabilities, and terms and conditions of operations of the WLU Pension Plan as soon as reasonably possible after such information is available.

## **ARTICLE 28: COMPENSATION**

### **28.1 General**

- 28.1.1** The University and the Association acknowledge that the Job Evaluation System and the Salary Grid will be maintained in accordance with the Pay Equity Act.
- 28.1.2** Jobs will be classified in accordance with the Joint Job Evaluation System (Article 17:) and paid in accordance with the grade levels and Salary Grid attached as APPENDIX C:.
- 28.1.3** On initial appointment, a new Member's starting salary will be determined by the hiring department in consultation with Human Resources, and such salary must be the equivalent of a step on the grid and no less than the first step of the applicable grade level.
- 28.1.4** Members in Temporary Positions/Appointments will be paid a minimum of the hourly rate for the first step for Grade Level 1 of the Salary Grid (APPENDIX C:). When hired to replace a Member who is absent and, if required to perform the essential duties, the Member in the temporary position/appointment will be compensated at step 1 of the grade level of the absent Member.

### **28.2 Salary Adjustment**

- 28.2.1** During the term of this Agreement, the salary grid will be adjusted as follows:
- (i) effective July 1, 2020 - 1.00% increase
  - (ii) effective July 1, 2021 – 1.00% increase
  - (iii) effective July 1, 2022 - 1.00% increase
- 28.2.2** Members who are red-circled, i.e., who are above the maximum for their grade will receive a lump sum payment equal to the economic adjustment in Article 28.2.1. When the new maximum, following an economic adjustment in Article 28.2.1, equals or exceeds that of a red-circled Member, the Member's salary will be moved to the new maximum and the balance of the economic increase will be paid to the Member as a

lump sum. The University and the Member will make pension contributions on lump sum payments.

### **28.3 Progression Adjustments**

**28.3.1** All Members who have completed their probationary period and whose salary is below the maximum for their grade level will advance through the Salary Grid by way of annual progression increments until the highest step is attained.

**28.3.2** The annual progression through the Salary Grid will occur on the anniversary date of the Member's hire, transfer, or promotion into their current Grade Level.

### **28.4 Promotions and Transfers**

**28.4.1** When a Member transfers or is appointed to another position at the same grade level, they will be paid at the same step in their new position and their anniversary date, as per Article 28.3.2, will not be adjusted.

**28.4.2** In those situations where a Member is requested to temporarily take on all, or a significant part of the duties and responsibilities of a position of a higher grade level, the Member will receive acting pay, which is defined as a premium of five percent (5%) of their regular hourly rate or the minimum of the salary band for the work being performed, whichever is greater.

**28.4.3** Upon return to their former position, the Member's salary will be reduced to the former level with any adjustments that would have taken place had the Member not accepted the temporary assignment.

**28.4.4** To receive a promotional increase, a Member must have a definite change in job status under one of the following conditions:

(i) the Member is transferred or appointed to a position at a higher grade level;

(ii) the Member's position is reclassified to a higher grade level.

**28.4.5** Promotional increases are awarded to recognize a change in a Member's responsibilities as defined in Article 28.4.4 above.

(i) Members who are transferred or appointed to a position at a higher grade level will receive no less an increase in salary than the equivalent of one step increase at the previous grade level;

(ii) Members whose positions are reclassified to a higher grade level will be placed in the new grade level at the same step they held in the previous grade level.

**28.4.6** Transfers or appointments to a position at a lower grade level than the Member's may result in a reduction in salary when:

- (i) a Member requests such an appointment or transfer; or
- (ii) the transfer results from Article 14: (Priority Placement), Article 15: (Displacement), or Article 16: (Recall Rights).

The resulting salary will be at a step on the grid which is closest to, but lower than the Member's current salary.

**28.4.7** Salary changes will take effect as of the date of the promotion or transfer.

## **28.5 Method of Payment**

**28.5.1** All Members will be remunerated on a bi-weekly basis by direct bank deposit. The Parties recognize that there may be circumstances beyond the control of the University that would result in bank deposits being delayed. The Association agrees not to grieve under these circumstances.

**28.5.2** Payment of Salaries will be calculated as follows:

- (i) the bi-weekly salary will be calculated by multiplying the scheduled hours of work for the two weeks being paid by the Member's hourly rate of pay;
- (ii) the net bi-weekly salary will be the bi-weekly salary less applicable payroll deductions.

## **28.6 Travel Allowance**

**28.6.1** The reimbursement for travel will be made in accordance with the University's Expense Reimbursement Handbook.

## **28.7 Market Adjustment**

**28.7.1** In the event the University determines, at its discretion, that an anomalous market condition exists such that the University has experienced difficulty in recruitment and retaining employees with the skills required by a specific job class, it may provide a temporary market adjustment to the incumbents in that job class.

**28.7.2** The value of the Market Adjustment will be based on relevant labour market information and will be paid as a flat amount, non-base stipend. The stipend is considered a supplementary payment and will not be included as part of the Member's salary. The Market Adjustment stipend amount will be increased with the regular Salary Adjustment defined in Article 28.2.1.

**28.7.3** The University will provide the Association with documentation supporting the Market Adjustment, the Market Adjustment stipend amount, and the job class(es) to which the adjustment will apply prior to implementation.

**28.7.4** The need for the Market Adjustment stipend will be reviewed annually. In the event that the market condition changes and the adjustment is no longer required to recruit and retain employees with the required skills for that job class, the University may discontinue the payment of the Market Adjustment stipend with three (3) months notice to the Association and to any Members receiving the adjustment.

## **ARTICLE 29: DISCIPLINE AND DISCHARGE**

**29.1** No Member will be disciplined, suspended, or discharged without just cause.

**29.2** When the University deems it necessary to discipline or discharge a Member, a meeting shall occur. The Member shall be accompanied by an Association representative.

**29.3** The University shall provide the Member written notice, including the reason for the action, as soon as is practicable, with a copy to the Chief Representative concurrently. In the absence of the Chief Representative the written notice will be given to the Association President within two (2) working days.

**29.4** When the Chief Representative and/or the Association President is not at work or in cases involving serious insubordination, a threat to the safety of a person, or assault, a Member may be suspended pending further discipline without the Chief Representative and/or Association President being present, and the Chief Representative will be so notified. The University will render its final decision within five (5) working days of the suspension.

**29.5** Where Human Resources is involved in an investigation that may lead to discipline of any Member, the Member has the right to Association representation in related meetings.

**29.6** The University shall apply a progressive discipline system in disciplinary matters. However, if the alleged acts or behaviour are serious enough, progressive discipline may be disregarded and the misconduct may be subject to serious disciplinary measures, including dismissal, upon the first act of behaviour.

**29.7** Any claim of unjust discipline or discharge will be submitted to the grievance and arbitration procedures (Article 30 (Grievance Procedure)) within ten (10) working days from the date of the discipline or discharge meeting.

## **ARTICLE 30: GRIEVANCE PROCEDURE**

### **30.1 Grievance Committee**

**30.1.1** The Grievance Committee of the Association will comprise the President of the Association, the Chief Representative and the Steward representing the grievor(s).

**30.1.2** The Grievance Committee members will obtain permission from their respective immediate supervisors before absenting themselves from their place of work in order to

discharge their duties under this Agreement. The University agrees that such a request for permission will not be unreasonably withheld. Authorized absence from work during normal working hours will be with no loss of compensation and benefits.

**30.1.3** Beginning at Step 2 of the grievance procedure, the Association will have the right to the assistance and presence of a representative from a law firm or of a qualified consultant of the Association's choice.

## **30.2 Grievance Definition**

**30.2.1** A grievance will be defined as any dispute or disagreement arising out of the interpretation, application, administration, or alleged violation of the provisions of this Agreement. Any reference in any Article to the right to grieve by a Member or by the Association is solely for the purpose of emphasis. The absence in any Article to a right to grieve does not preclude a Member or the Association from filing or processing a grievance.

### **30.2.2 Types of Grievances are:**

**30.2.2.1** Individual Grievance: a grievance initiated by a single Member.

**30.2.2.2** Association Grievance: a grievance involving a question of general application, administration, or interpretation of this Agreement.

**30.2.2.3** Group Grievance: a grievance initiated by two (2) or more Members involving the same dispute against the University.

**30.2.2.4** University Grievance: a grievance initiated by the University against the Association.

## **30.3 Technical Irregularities**

**30.3.1** No minor technical violation or irregularity in the grievance and arbitration procedures will prevent the substance of a grievance being heard and judged on its merits, nor will it affect the jurisdiction of the arbitrator.

## **30.4 Grievance Procedure**

**30.4.1** It is the mutual desire of the University and the Association that all complaints and grievances shall be settled as quickly as possible in a fair and equitable manner. Except for matters arising under Article 19, the grievor shall, within twenty (20) days of the date on which the events giving rise to the grievance, or within twenty (20) days of the date upon which the grievor knew of the events giving rise to the grievance, whichever is later, submit the formal grievance to the appropriate manager.

**30.4.2** The Member may initiate the Grievance Procedure at either the Pre-Grievance Step or at Step 1.

**30.4.3** When the University representative identified in two or more successive steps is the same, the grievance will be referred to the next step.

#### **30.4.4 Pre-Grievance Step**

**30.4.4.1** When a Member has a complaint, they will consult a member of the Grievance Committee who will arrange a meeting with the Member's immediate supervisor to find ways to resolve the complaint. Unless the Parties expressly agree otherwise, exchanges of information and offers of settlement during the Pre-Grievance Step shall be kept confidential by the participants and shall be deemed to have been made without prejudice, and as such in any subsequent proceedings related to that complaint information shall be presented de novo.

**30.4.4.2** If the complaint is resolved at this step, the agreed resolution shall be put in writing and countersigned by the Member and the immediate supervisor.

**30.4.4.3** If there is not satisfactory resolution at this step, the Member may file a Grievance at Step 2.

#### **30.4.5 Step 1**

**30.4.5.1** When a Member wishes to file a grievance, they will consult a member of the Grievance Committee, and they will give the written grievance signed by both of them to the Member's Dean, Department Head or University Librarian with a copy to the Member's Manager.

**30.4.5.2** The grievance will set out the nature of the grievance, the clause(s) of the Agreement upon which the grievance is based, and the remedy sought.

**30.4.5.3** The Dean, Department Head, or University Librarian will answer the grievance in writing as soon as possible but not later than five (5) working days following receipt of the written grievance.

**30.4.5.4** If the decision of the Dean, Department Head, or University Librarian is not satisfactory to the grievor, the grievor may, within five (5) working days following receipt of the decision of the Dean, Department Head, or University Librarian, but not thereafter, proceed to Step 2.

#### **30.4.6 Step 2**

**30.4.6.1** Individual grievances not resolved at Step 1, Association Grievances and Group Grievances may be submitted in writing to the Director, Faculty and Staff Relations.

**30.4.6.2** The Director, Faculty and Staff Relations, or designate, shall, within five (5) days following the receipt of the grievance, arrange a meeting with the grievor and the Grievance Committee to discuss the merits of the grievance.

**30.4.6.3** The Director, Faculty and Staff Relations, or designate, shall render a decision in writing within ten (10) days following the meeting.

### **30.4.7 Step 3**

**30.4.7.1** Failing settlement at Step 2, the grievance may be referred to arbitration within fourteen (14) calendar days following receipt of the decision of the Director, Faculty and Staff Relations, but not thereafter.

### **30.5 Initiation of Grievances**

**30.5.1** Individual grievances will be initiated at Step 1. Association/Group or University grievances will be initiated at Step 2.

**30.5.2** Notwithstanding Article 30.5.1, any grievance involving suspension or discharge, or matters arising out of Article 12: (Appointments of Members), Article 13: (Position Redundancy/Layoff), Article 14: (Priority Placement), Article 15: (Displacement) or Article 16: (Recall Rights), will commence at Step 2 of the Grievance Procedure.

### **30.6 Time Limits**

**30.6.1** In the event that a Party fails to reply in writing within the time limits prescribed in Article 30.4 (Grievance Procedure), the other Party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply. When no action is taken to submit the matter to the next step within the time limits set out in this Article, the grievance will be deemed to have been withdrawn or settled, as the case may be.

**30.6.2** The Parties may agree to extend any time limits specified in either the grievance or arbitration procedures. In addition, the arbitrator may extend the time for the taking of any step in the grievance procedure under the Agreement, notwithstanding the expiration of such time, where the arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite Party will not be substantially prejudiced by the extension.

**30.6.3** In the event that no action has been taken related to the grievance for a period of twenty-four (24) months, the grievance will be deemed to be abandoned and no further action may be taken by either party, related to the grievance.

### **30.7 Arbitration**

**30.7.1** When either Party requests that a grievance be submitted to arbitration, including whether the matter is arbitrable or not, it will make such a request in writing to the other Party. The request shall set out the issues to be arbitrated.

**30.7.2** No person will be selected as an Arbitrator who:

- (i) has been involved in an attempt to negotiate or settle the grievance;



- (ii) has a conflict of interest in the matters in dispute; or
- (iii) has any pecuniary interest in the matter in dispute.

**30.7.3** The Parties agree that the following persons will be asked to serve as a single arbitrator, on a random basis:

Larry Steinberg  
Louisa Davie  
Russell Goodfellow  
Norm Jesin  
Paula Knopf  
Bill Marcotte  
Kathleen O'Neil  
Stephen Raymond  
Susan Stewart  
Laura Trachuk  
Robert Herman  
Ian Anderson

**30.7.4** Arbitrators shall be picked from the list at random for each grievance that proceeds to arbitration.

**30.7.5** Should an arbitrator not be available to arbitrate within ninety (90) calendar days of being asked, both Parties may agree to select another arbitrator from the list or mutually agree to an arbitrator not on the list.

**30.7.6** Once during each year of this Agreement, each Party may veto the name that is randomly selected at the time of selection. A vetoed arbitrator's name will be removed from the draw for that arbitration. When a veto is used, both Parties may agree to select another arbitrator from the list or mutually agree to an arbitrator not on the list.

**30.7.7** Both Parties may agree at any point during the arbitrator selection process to select an arbitrator that is not on the list provided in Article 30.7.3. If the Parties cannot agree within thirty (30) days of attempting to select an arbitrator that is not on the list, then an arbitrator must be selected from the list.

**30.7.8** For subsequent arbitrations, all names will be used again in the random selection.

**30.7.9** The Parties will use their best efforts to make themselves available for any date offered by the arbitrator.

**30.7.10** The arbitrator shall not have jurisdiction to alter or change the terms and conditions of this Agreement nor to enlarge on the relief sought in the grievance and shall limit their decision to the issues outlined in the matter in dispute. Otherwise, the arbitrator has all the duties and powers of an arbitration board as stated in the Ontario Labour Relations Act, 1995, and as amended from time to time.

**30.7.11** Each of the Parties hereto will bear the costs related to the presentation of its own case and share equally the fees and expenses of the arbitrator, including the costs of the hearing room. The Parties agree to use University facilities wherever possible.

### **30.7.12 Grievance Mediation**

**30.7.12.1** At any point after an arbitration date has been set, the Parties, by mutual consent in writing, may elect to attempt to resolve the grievance by using grievance mediation. The Parties shall agree on the mediator and a time frame for the process. The arbitration date shall not be postponed or cancelled in lieu of grievance mediation.

**30.7.12.2** The mediator shall work to find a suitable resolution for the Parties, but shall not have the right to impose any terms and conditions, proposed or otherwise.

**30.7.12.3** Any offers of settlement made during grievance mediation shall be kept confidential and shall be deemed to have been made without prejudice and, as such, shall not be referenced in any subsequent proceedings, including arbitration.

**30.7.12.4** Should the parties agree on a resolution, such resolution will be put forth in writing and signed by both Parties. Once signed, the resolution shall be binding on the Parties and the grievance shall be deemed resolved.

**30.7.12.5** The Mediator's costs will be jointly shared by the Parties.

## **ARTICLE 31: UNIVERSITY GOVERNANCE**

### **31.1 Board of Governors and Senate**

**31.1.1** The Association acknowledges the rights, powers, and responsibilities of the Board as established by statute and by-law, except as such rights, powers, and responsibilities may have been specifically abridged, delegated, or modified by the Certification Order or this Agreement. The Board will exercise those rights, powers, and responsibilities in a manner which is fair, reasonable, and consistent with the provisions of this Agreement.

**31.1.2** The Association will have a designated position on the Pension Committee of the Board of Governors.

### **31.2 Collegiality**

**31.2.1** The University acknowledges the rights and responsibilities of Members to participate in the formulation and/or recommendation of policies and procedures within the University through duly constituted collegial bodies and committees.

**31.2.2** The University agrees that there will be no decrease in staff representation on search committees from what was outlined in Article 11.2.5 of the Wilfrid Laurier University Faculty Association Collective Agreement expiring 30 June, 2005.

**31.2.3** Should the University strike a search committee for a department head not referred to in Article 31.2.2, the staff who report to that department head will select their representative(s) to the search committee by majority vote.

#### **ARTICLE 32: AMALGAMATION, CONSOLIDATION OR MERGER OF THE UNIVERSITY**

**32.1** In the event of an amalgamation, consolidation, or merger of the University or any of its constituent units or subunits with any other institution(s), the provision of Section 69 of the Ontario Labour Relations Act, as amended from time to time, will apply.

**32.2** When plans for such amalgamation, consolidation or merger are submitted to Senate, or to the Board, or to any committee of the Senate or Board, the University will consult with the Association, providing full disclosure of such plans, if such plans affect the terms and conditions of employment of Members.

**32.3** Article 13: (Position Redundancy/Layoff), Article 14: (Priority Placement), Article 15: (Displacement) and Article 16: (Recall Rights) will apply to any redundancies occurring as a consequence of any amalgamation, consolidation, or merger.

#### **ARTICLE 33: TERM OF AGREEMENT**

**33.1** This Agreement will be binding on both Parties and will come into effect upon ratification by the Parties hereto, and will remain in force until June 30, 2023.

**33.2** Should any Article of this Agreement be determined to be illegal by any judicial or legislative action, the remaining Articles will continue to be operative and binding upon both Parties.

**33.3** This Agreement will automatically renew itself for periods of one (1) year unless either Party notifies the other in writing within the period of ninety (90) calendar days prior to any expiry date that it desires to bargain with a view to the renewal, with or without modifications, of this Agreement.

**33.4** In the event of notice being given in accordance with Article 33.3, the negotiations will commence within twenty (20) days following receipt of such notification and thereafter both Parties will negotiate in good faith.

This Collective Agreement signed at Waterloo, Ontario

This \_\_\_\_\_, 2021

On Behalf of  
Wilfrid Laurier University

On Behalf of  
Wilfrid Laurier University Staff  
Association/OSSTF D35

Dr. Deborah MacLatchy  
President and Vice Chancellor

Keith Goulet  
President WLUSA/OSSTF D35

Kate Konopka

Niru Philip

Joanne Roberts

Connie Palenik

Ruth MacNeil

Jennifer Williams

Christie Johnson

Karen Cleaver

Jennifer Moore

Doug Roberts

Wilfrid Laurier University  
75 University Avenue West  
Waterloo, ON  
N2L 3C5

Wilfrid Laurier University Staff  
Association/OSSTF D35  
c/o Wilfrid Laurier University  
75 University Avenue West  
N2L 3C5

APPENDIX A: CERTIFICATE OF THE ONTARIO LABOUR RELATIONS BOARD

The Labour Relations Act  
Before the Ontario Labour Relations Board

Between:

Wilfred Laurier University Staff Association,

Applicant,

- and -

Wilfrid Laurier University,

Responding Party.

Certificate

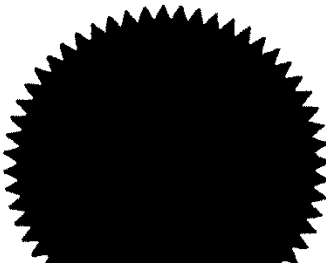
Upon the application of the applicant and in accordance with the provisions of the Labour Relations Act, THIS BOARD DOETH CERTIFY Wilfred Laurier University Staff Association as the bargaining agent of all office, clerical and technical employees of Wilfrid Laurier University in the Regional Municipality of Waterloo and the City of Barrie, save and except managers, persons above the rank of manager, security guards, persons employed by Wilfrid Laurier University Student Union, persons employed by Waterloo Lutheran Seminary, persons employed in a confidential capacity in matters relating to labour relations and persons in bargaining units for which any trade union held bargaining rights as of September 27, 1995.

This certificate is to be read subject to the terms of the Board's decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

DATED at Toronto this 30th day of October, 1995.

ONTARIO LABOUR RELATIONS BOARD

  
Registrar



ONTARIO LABOUR RELATIONS BOARD

2465-95-R Wilfred Laurier University Staff Association,  
Applicant v. Wilfrid Laurier University and Waterloo Lutheran  
Seminary, Responding Parties.

**BEFORE:** S. Liang, Vice-Chair.

**APPEARANCES:** Brian Switzman, M. I. Rotman, Trudy Trudel and  
Kathleen Woodcock for the applicant; Clarke Melville,  
Michelle Pottruff, Richard Crossman and Claire Forster for  
the responding parties.

**DECISION OF THE BOARD;** October 30, 1995

1. The Waterloo Lutheran Seminary is added as a responding party to these proceedings.
2. This is an application for certification. Prior to the hearing, most of the issues had been resolved by the parties through a Labour Relations Officer. The parties appeared before the Board to deal with issues raised by the applicant concerning the inclusion of four persons in the bargaining unit, or alternatively, the application of section 1(4) of the Labour Relations Act to the question of the identity of the employer.
3. The applicant took the position initially, which was disputed by the responding parties, that Patricia Porterfield, Bette Smith, Dorothy Godden and Joan Rae are employed by Wilfrid Laurier University and not the Waterloo Lutheran Seminary. Alternatively, if the Board determined that they are employed by the Waterloo Lutheran Seminary, the applicant sought a declaration that the University and Seminary are one employer for the purposes of the Act.
4. The applicant and the responding party have now agreed to the withdrawal of these issues, on terms as set out in correspondence from the parties to the Board dated October 30, 1995.
5. In light of this, the application as it relates to the Waterloo Lutheran Seminary is withdrawn by leave of the Board. Further, the Board finds that the four persons named above are not employees in the bargaining unit.
6. The applicant has never proven its status before the Board as a trade union within the meaning of the Act. It has filed its Constitution, By-laws and Minutes of its

founding meetings, all of which has been provided to the University. The University and the applicant have consented to the Board determining the question of the applicant's status on the basis of these documents. Having reviewed the material before it, the Board is satisfied that the applicant has demonstrated that it is a trade union within the meaning of section 1(1) of the Act.

7. Having regard to the agreement of the parties, the Board further finds that all office, clerical and technical employees of Wilfrid Laurier University in the Regional Municipality of Waterloo and the City of Barrie, save and except managers, persons above the rank of manager, security guards, persons employed by Wilfrid Laurier University Student Union, persons employed by Waterloo Lutheran Seminary, persons employed in a confidential capacity in matters relating to labour relations and persons in bargaining units for which any trade union held bargaining rights as of September 27, 1995, constitute a unit of employees of Wilfrid Laurier University appropriate for collective bargaining.

8. For the purpose of clarity, the Board notes that:

- (i) the term "technical employee" includes but is not limited to persons in non-managerial professional positions including counselling, nursing and scientific, etc.;
- (ii) the term "manager" does not include those positions which exercise managerial functions over persons who are not in the agreed to bargaining unit unless those positions also exercise managerial functions over the agreed to bargaining unit;
- (iii) all persons registered as graduate and undergraduate students engaged on a casual basis are excluded from the agreed to unit;
- (iv) persons working at and for the Waterloo Lutheran Seminary are not employees of Wilfrid Laurier University and Wilfrid Laurier University and Waterloo Lutheran Seminary do not constitute one employer for the purposes of the Labour Relations Act.

9. The Board is satisfied, on the basis of all the evidence before it, that more than fifty-five per cent of the employees of the responding party in the bargaining unit on September 27, 1995, the certification application date, had applied to become members of the applicant on or before that date.

10. A certificate will issue to the applicant.

"Sherry Liang"  
for the Board



**APPENDIX B: CONTRACTING OUT FORM**

Name of Manager:

Department:

Date:

Description of work performed:

Cost: \_\_\_\_\_

# of hours: \_\_\_\_\_

Start Date: \_\_\_\_\_

Completion deadline: \_\_\_\_\_

Has this type of work been contracted out within the last 12 months?    Yes                  No

**APPENDIX C: SALARY GRIDS**

**SALARY GRID - JULY 1, 2020**

**HOURLY RATES**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	\$16.91	\$17.89	\$18.88	\$19.87
2	\$19.41	\$20.55	\$21.69	\$22.86
3	\$21.93	\$23.23	\$24.51	\$25.78
4	\$24.46	\$25.89	\$27.33	\$28.74
5	\$26.97	\$28.56	\$30.14	\$31.73
6	\$29.50	\$31.22	\$32.94	\$34.70
7	\$32.01	\$33.92	\$35.77	\$37.65
8	\$34.51	\$36.54	\$38.60	\$40.62
9	\$37.06	\$39.22	\$41.42	\$43.58
10	\$39.54	\$41.90	\$44.23	\$46.55
11	\$42.08	\$44.54	\$47.03	\$49.52
12	\$44.58	\$47.23	\$49.85	\$52.46

**SALARY GRID - JULY 1, 2021**

**HOURLY RATES**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	\$17.08	\$18.07	\$19.07	\$20.07
2	\$19.60	\$20.76	\$21.91	\$23.09
3	\$22.15	\$23.46	\$24.76	\$26.04
4	\$24.70	\$26.15	\$27.60	\$29.03
5	\$27.24	\$28.85	\$30.44	\$32.05
6	\$29.80	\$31.53	\$33.27	\$35.05
7	\$32.33	\$34.26	\$36.13	\$38.03
8	\$34.86	\$36.91	\$38.99	\$41.03
9	\$37.43	\$39.61	\$41.83	\$44.02
10	\$39.94	\$42.32	\$44.67	\$47.02
11	\$42.50	\$44.99	\$47.50	\$50.02
12	\$45.03	\$47.70	\$50.35	\$52.98

**SALARY GRID - JULY 1, 2022**

**HOURLY RATES**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	\$17.25	\$18.25	\$19.26	\$20.27
2	\$19.80	\$20.97	\$22.13	\$23.32
3	\$22.37	\$23.69	\$25.01	\$26.30
4	\$24.95	\$26.41	\$27.88	\$29.32
5	\$27.51	\$29.14	\$30.74	\$32.37
6	\$30.10	\$31.85	\$33.60	\$35.40
7	\$32.65	\$34.60	\$36.49	\$38.41
8	\$35.21	\$37.28	\$39.38	\$41.44
9	\$37.80	\$40.01	\$42.25	\$44.46
10	\$40.34	\$42.74	\$45.12	\$47.49
11	\$42.93	\$45.44	\$47.98	\$50.52
12	\$45.48	\$48.18	\$50.85	\$53.51

## **APPENDIX D: EXCLUSIONS FOR MEMBERS IN TEMPORARY APPOINTMENT/POSITION**

For Members in Temporary Positions/Appointments, as defined in Articles 12.1.6, 12.1.7, 12.1.8, the following Articles **will not** apply, or will only apply in the modified manner set forth in the Article:

Article 11 (Seniority);  
Article 12 (Appointments);  
Article 13 (Position Redundancy/Layoff);  
Article 14 (Priority Placement);  
Article 15 (Displacement);  
Article 16 (Recall Rights);  
Article 17 (Job Evaluation);  
Article 21 (Technological Change);  
Article 22 (Human Resource Development);  
Article 24 (Reduced Workload Program);  
Article 25 (Leaves) **except for:**

Article 25.6.2 (Citizenship Leave)  
Article 25.9 (Election Leave),  
Article 25.10 (Official University Closure),  
Article 25.18.5 (Vacations); and

Article 26 (Benefits) **except for:**

Article 26.6.2 Parking (agree to give access),  
Article 26.9 Access to University Facilities (agree to give access); and

Article 27 (Pensions).

The above exclusions will not apply to Members in continuing positions who have elected to work in a temporary position.

## **APPENDIX E: SPECIFIC PROVISIONS FOR NON-CONFORMING POSITIONS**

The Association and the University recognize that not all Bargaining Unit positions can operate efficiently under some of the conditions of the current Agreement and that specific employment provisions may be required for certain positions.

### **Alumni Relations Officers (Alumni Relations)**

All hours worked in excess of 35 hours per week will be considered as overtime and will be recorded on the University's Supplementary Pay Form at the applicable overtime rate.

The Member will be responsible for tracking all hours worked. The Manager will meet with the Member regularly to review the hours worked and to set up a schedule where the banked overtime will be used.

### **Recruitment & Admissions – out of province travel**

Notwithstanding Article 23.1, travel and flexible hours of work are an inherent part of the value of the Recruitment & Admissions positions, therefore, work and travel outside of normal office hours is to be expected.

Therefore, during periods of out of province travel:

- All time spent on work-related travel and in fulfillment of work related duties will be considered compensable. Time where the Member is free to engage in their own personal affairs or pursuits (i.e. while at a hotel) will not be considered work and therefore will not be considered compensable work.
- All approved hours worked between 35 to 44 hours per week will be compensated at straight time to be taken as time off in lieu.
- All approved hours worked in excess of 44 hours per week will be considered as overtime, to be taken as time off in lieu.
- All hours worked in excess of 35 hours per week will be recorded on the University's Supplementary Pay Form
- Shift Premiums (Article 23.6) will not apply.

The Member will be responsible for tracking all hours worked. The Manager will meet with the Member regularly to review the hours worked and to set up a schedule where the banked overtime will be used.

### **Senior Recruiters and Domestic Recruiters**

Senior Recruiter and Domestic Recruiter positions may be hired and/or renewed as limited term positions for a period of up to thirty-six months in length without consultation of the Association.

Senior Recruiter and Domestic Recruiter positions will not be subject to the internal posting provisions outlined in Article 12 and will not be eligible for priority placement or displacement by other members or have access to priority placement or be eligible to displace other members of the bargaining unit.

Senior Recruiters and Domestic Recruiters may not apply for the Reduced Workload Program.

Domestic Recruiters will be limited term positions of less than 12 months, and will be paid 4% vacation pay on each pay, in lieu of accruing vacation time.

All hours worked in excess of 35 hours per week will be considered as overtime and will be recorded on the University's Supplementary Pay Form at the applicable overtime rate. Shift Premiums (Article 23.6) will not apply.

The Member will be responsible for tracking all hours worked. The Manager will meet with the Member regularly to review the hours worked and to set up a schedule where the banked overtime will be used.

### **Assistant Coaches and Athletic Therapists**

For the period of September 1 - April 30, Assistant Coaches and Athletic Therapists hired in the Athletics department shall not accrue overtime until their hours of work exceed thirty-five (35) hours per week. All hours worked in excess of 35 hours per week will be considered as overtime and will be recorded on the University's Supplementary Pay Form as time off in lieu at the applicable overtime rate. Time worked on Sunday will not demand a premium rate other than overtime.

On or around May 1, the manager will meet individually with each Assistant Coach and Athletic Therapist to set up a schedule for the period of May 1 – August 31 where the banked overtime will be used. Any remaining overtime banked after August 31 will be paid at the first pay in October.

Provisions for On Call (Article 23.9) and Call Back (Article 23.10) shall not apply. However, if an Assistant Coach or Athletic Therapist is required to return to work while off duty, they will be credited for all hours actually worked.

For the period of May 1 – August 31, overtime will be compensated as per the Collective Agreement.

### **Residence Life Area Coordinators (RLAC)**

RLACs may be hired and/or renewed as Limited-Term positions for a period of up to thirty-six (36) months in length without consultation from the Association. The positions will not be required to go through the normal posting provisions.

RLACs may not apply for the Reduced Workload Program.

RLAC positions shall not be eligible for displacement by other Members.

#### Hours of Work and Overtime

For the period of August 15 - April 30, all approved hours worked between 35 to 44 hours per week will be compensated at straight time to be taken as time off in lieu. All approved hours worked in excess of 44 hours per week will be considered as overtime, to be taken as time off in lieu. All hours worked in excess of 35 hours per week will be recorded on the University's Supplementary Pay Form as time off in lieu. Time worked on Sunday will not demand a premium rate other than overtime.

On or around May 1, the manager will meet individually with each RLAC to set up a schedule for the period of May 1 – August 14 where the banked overtime will be used. Any remaining overtime banked after August 14 will be paid at the first pay in October, or at the end of their Limited-Term position, whichever comes first.

For the period of May 1 – August 14, overtime will be compensated as per the Collective Agreement.

Provisions for On Call (Article 23.10) and Call Back (Article 23.11) shall not apply. However, if an RLAC is required to return to work while off duty, they will be credited for all hours actually worked.



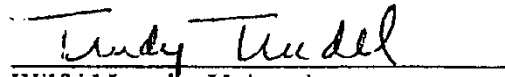
LETTERS OF UNDERSTANDING

SA-03-001: Supervisory Accountability

**LETTER OF UNDERSTANDING**  
Between  
Wilfrid Laurier University Staff Association  
And  
Wilfrid Laurier University

The amendments to the Agreement that expired June 30, 2002, concerning supervisory accountability in Articles 12.2.2, 12.2.3, 12.5.4, 24.4.4, 24.4.5, 25.1.2, 25.1.3, 25.2.3, 25.2.4, 25.7.4, 25.13.4, 28.1.3 and 30.4.5 will not result in the exclusion of existing bargaining unit positions or the creation of new, excluded positions due to the delegation of administration of these supervisory responsibilities.

  
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Wilfrid Laurier University

  
\_\_\_\_\_  
Wilfrid Laurier University  
Staff Association

Date: April 21, 2003

**SA-05-002: Contractors - Revenue Canada Guidelines**

**LETTER OF UNDERSTANDING**

**Between**

**Wilfrid Laurier University (the University)**

**And**

**Wilfrid Laurier University Staff Association (WLUSA/OSSTF District 35)**

In full resolution of grievance 2004-10 and to clarify future practice, the parties agree to utilize the guidelines as set out by Revenue Canada in publication RC4110 <http://www.cra-arc.gc.ca/E/pub/tg/rc4110/README.html>

These guidelines will be distributed to managers so they can confirm the status of potential contractors.

As per the Collective Agreement, these will be reviewed bi-monthly by the JAUC.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Between**

**Wilfrid Laurier University (the University)**

**And**

**Wilfrid Laurier University Staff Association (WLUSA/OSSTF District 35)**

Following any announcement of a new campus, the parties agree to meet in order to discuss and explore the possible extension of the current WLUSA certificate and possible modifications of the existing WLUSA collective agreement. These discussions will be non-binding on the University and the Association.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_

**NEG-11-012: Medical Certificate of Disability**

**LETTER OF UNDERSTANDING**

**Between**

**Wilfrid Laurier University (the University)**

**And**

**Wilfrid Laurier University Staff Association (WLUSA/OSSTF District 35)**

The University agrees not to amend the Medical Certificate of Disability during the life of this agreement, without the mutual consent of both parties.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_

**NEG-14-002: Police Criminal Record Checks and Credit History Checks**

**LETTER OF UNDERSTANDING**

**Between**

**Wilfrid Laurier University (the University)**

**And**

**Wilfrid Laurier University Staff Association (WLUSA/OSSTF District 35)**

The Parties agree that Police Criminal Record Checks are appropriate for positions that are required to handle or process customer credit information (Primary Account Number) as part of their role. Arrangements will be made through Human Resources for the candidate who has been given a conditional offer of employment to participate in the Criminal Record Check process.

The University shall only use the information found in a Police Criminal Record Check that is directly related to the duties of the position, including but not limited to fraud and theft related charges.

Any information given during the Police Criminal Record Check shall be handled in a discrete and confidential manner and will only be accessed for audit or investigative purposes with the knowledge of the Member.

Police Criminal Record Checks will be kept in an area separate from all other personnel files and under secure conditions. Access will be limited to authorized persons within the Human Resources Department.

The University shall not release any information about a Member obtained through a Police Criminal Record Check without the permission of the Member.

The Parties further agree that the university will not implement a process for credit history checks on Bargaining Unit Members unless required through a Payment Card Industry (PCI) compliance audit. These procedures would be subject to the mutual agreement of the University and the Association.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_

**NEG-14-003: Seniority Calculation**

**LETTER OF UNDERSTANDING**

**Between**

**Wilfrid Laurier University (the University)**

**And**

**Wilfrid Laurier University Staff Association (WLUSA/OSSTF District 35)**

The Parties acknowledge that the current practice for calculating seniority conflicts with the language in Article 11, due to a limitation on reporting capabilities and historical information.

Prior to January 1, 2000, all Members employed on a part-time basis shall have their seniority accrued at the same rate as Members employed on a full-time basis up until December 31, 1999.

As of January 1, 2000, all Members employed on a part-time basis shall have their seniority accrued on a pro-rata basis, in accordance with Article 11.1.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_

**NEG-14-004: EI Premium Reduction Program**

**LETTER OF UNDERSTANDING**

**Between**

**Wilfrid Laurier University (the University)**

**And**

**Wilfrid Laurier University Staff Association (WLUSA/OSSTF District 35)**

The EI Premium Reduction Program allows employers and employees to pay Employment Insurance premiums at a reduced rate if the employees are covered by a short-term disability plan that meets certain requirements set by Service Canada. Employers are required to return 5/12 of the savings from the premium reduction to all employees to whom the reduced rate applies.

The parties agree that the portion of the 5/12 of the savings that is allocated to employees represented by the WLUSA/OSSTF District 35 Bargaining Unit shall be used to fund the Employee Assistance Program (EAP), employee development through learning events such as Staff Development Day, and wellness programming the life of this Collective Agreement. Annually, the University shall provide a report to WLUSA/OSSTF District 35 detailing these expenditures.

**This Letter of Understanding will expire on June 30, 2023.**

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Between**

**Wilfrid Laurier University (the University)**

**And**

**Wilfrid Laurier University Staff Association (WLUSA/OSSTF District 35)**

The University acknowledges that the first priority should the Plan return to a fully funded position would be to bring the member contributions and the University contributions to the money purchase accounts back to one to one, either through an increase to the University contributions to the money purchase accounts or a reduction to the member contributions or a combination thereof. Further, in any plan year, if the combination of the University contributions to the money purchase accounts and the University contributions in respect of the minimum guarantee pension for active members, which shall include both current service cost and special payments, is less than the member contributions to the money purchase accounts then the University's combined contributions in that plan year shall be made equal to the member contributions, either by increasing the University contributions to the money purchase accounts or decreasing the member contributions, or a combination thereof, at the discretion of the University.

In the event that the Plan returns to a fully funded position, the University shall not withdraw any funds from the Plan without consultation with the members of the Plan.

In the event surplus in the Plan exceeds the level at which contribution holidays are permitted under the Pension Benefits Act and its regulations, the University will meet with the Association to discuss a surplus management plan.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_



**NEG-14-009: Exclusions from the Bargaining Unit**

**LETTER OF UNDERSTANDING**

**Between**

**Wilfrid Laurier University (the University)**

**And**

**Wilfrid Laurier University Staff Association (WLUSA/OSSTF District 35)**

The following positions shall be excluded from the WLUSA Bargaining Unit:

- All Head Coaches and part-time coaches (dues payable in lieu to WLUSA)
- All Associate Directors Development (dues payable in lieu to WLUSA)
- All positions funded under Research Grants or Research Contracts, awarded by any government agency or third party organization where the funds are specifically directed towards research activities and administered through the Office of Research Services.
- All Area Managers in the Physical Resources Department
- \*All persons employed in the capacity of research associate. Research associate is defined as:  
Must have an advanced degree, normally a Ph.D. or post graduate professional degree or equivalent, in the field where the research is to be carried out and contribute, by the way of their academic expertise, to the project directed by the principal investigator and carry out these research responsibilities with a high degree of independence.
- \*All Post-doctoral fellows and any grant-funded positions for which another union holds bargaining rights.

\*As excluded as per NEG-11-002, signed May 9, 2012.

The parties agree that there will be no further discussion regarding inclusion or exclusions matters as they relate to the positions at Laurier at the time of ratification of this agreement. Future introduction of positions will be dealt with in an appropriate manner in accordance with the Ontario Labour Relations Board definitions and/or Appendix A: Certificate.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_

**NEG-14-010: Pay Equity**

**LETTER OF UNDERSTANDING**

**Between**

**Wilfrid Laurier University (the University)**

**And**

**Wilfrid Laurier University Staff Association (WLUSA/OSSTF District 35)**

The parties are in agreement that the full and final Pay Equity plan between Wilfrid Laurier University and the WLUSA/OSSTF District 35 was finalized and posted on April 15, 2005. All pay equity adjustments were made in full on June 23, 2005.

The parties further agree that from the date compliance was required under the Pay Equity Act to June 30, 2020, pay equity was achieved and maintained in compliance with the Pay Equity Act and the Joint Job Evaluation and Pay Equity Maintenance Plan.

The parties agree to review and maintain pay equity in accordance with applicable legislation and the agreed upon Joint Job Evaluation and Pay Equity Maintenance Plan.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_

**NEG-14-011: Post-Retirement Benefits**

**LETTER OF UNDERSTANDING**

**Between**

**Wilfrid Laurier University (the University)**

**And**

**Wilfrid Laurier University Staff Association (WLUSA/OSSTF District 35)**

Both parties agree that no current Members, as of July 1, 2014, shall be denied post-retirement benefits due to the change in Article 26.2.1 where eligibility for such benefits changed from five (5) years of consecutive, full-time service to ten (10) years of consecutive, full-time service.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**Between  
Wilfrid Laurier University (the University)  
And  
Wilfrid Laurier University Staff Association (WLUSA/OSSTF District 35)**

The University agrees that no Member of the WLUSA bargaining unit will lose their job as a direct result of the same position being created at future sites or campuses.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_

**NEG-17-006: Federal Budget Changes related to Pregnancy Leave**

**LETTER OF UNDERSTANDING**  
**Between**  
**Wilfrid Laurier University (the University)**  
**And**  
**Wilfrid Laurier University Staff Association (WLUSA/OSSTF District 35)**

WHEREAS the tabled 2017 federal budget includes proposed changes which will provide parents with the option to extend parental leave for up to 61 weeks (existing period is 35 weeks) with a reduced amount of Employment Insurance Benefits (a maximum Employment Insurance Benefit rate of 33% spread over the extended leave period as opposed to the current maximum Employment Insurance Benefit rate of 55% of average weekly earnings).

AND WHEREAS the waiting period before EI Benefits are payable decreased from two (2) weeks to one (1) week.

AND WHEREAS the University provides supplementary benefits for pregnancy and parental leave as follows:

- 100% of the Member's reference salary for the first two (2) weeks;
- For a maximum of 15 additional weeks the Member will receive the difference between the Employment Insurance benefits received and 95% of their full reference salary (for Pregnancy Leave);
- An amount equal to the difference between the Employment Insurance benefits received and 95% of the Member's Reference Salary for the next 12 weeks of Parental Leave.

The Parties agree that while the University will continue to provide supplementary benefits for Members who take Pregnancy and Parental Leave, the intent is that the benefit amount will remain cost-neutral to the University. Specifically, if a Member chooses to extend their Parental Leave in accordance with the new proposed allowance then their weekly supplementary benefit amount will be reduced accordingly so that it can be extended over the longer leave period.

The Parties further agree to meet and discuss the impact that the proposed changes will have on the existing supplementary benefits once they come into effect.

For the University

For WLUSA/OSSTF D35

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Dated \_\_\_\_\_

**NEG-20-001: Professional Development Fund**

LETTER OF UNDERSTANDING

Between

Wilfrid Laurier University (“University”)

And

Wilfrid Laurier University Staff Association (“WLUSA/OSSTF D35”)

The Parties agree to maintain a Professional Development Fund for Members with an annual benefit of \$55,000 to be provided by the University on July 1<sup>st</sup> of each year.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_

## NEG-20-002: Working From Home Joint Steering Committee

### LETTER OF UNDERSTANDING

Between

Wilfrid Laurier University (“University”)

And

Wilfrid Laurier University Staff Association (“WLUSA/OSSTF D35”)

WHEREAS, the current Collective Agreement does not allow for ongoing flexible work arrangements or fixed length periods where Member can work from home, unless stipulated in the offer of employment; and

WHEREAS, the recent global pandemic work from home requirements may have introduced business process efficiencies and opportunities that could be explored ongoing; and

WHEREAS, the experience of Member and management will help to inform these processes

The Parties agree to the creation of a joint steering committee to meet within six (6) months of ratification of this Collective Agreement.

The University and WLUSA/OSSTF D35 shall mutually agree on a cross section of management and Members (to a maximum of 4 from each group) along with additional resources to assist the committee in their endeavors.

The mandate of the committee will be to develop a survey, to be approved by both Parties and administered by Human Resources, to collect and compile input from all Members and management about their work from home experience and future interests.

The committee will review and analyze the results with a goal to make recommendations to the Chief Human Resources and Equity Officer and the Association President.

The survey and recommendations will reflect on the following themes:

- Employee flexibility
- Employee productivity and accountability
- Service level requirements
- Working conditions

- Performance management

The work of the committee should be completed within six months of its commencement and the University and the Association will commit to responding to the recommendations within three months of receipt of the report.

Implementation of any recommendations will require the relevant, senior administration and governance approvals required for a modification to an existing Collective Agreement.

Notwithstanding Article 23.9.2, the Parties acknowledge that between the ratification date and the implementation of the committee recommendations, it may prove productive for the operation that a Member may continue to work from home. In these exceptional circumstances, the manager will discuss the opportunity with Human Resources and the Member. If terms and conditions of the work from home arrangement are mutually agreed upon, the Member will be permitted to work from home on a without prejudice and precedent basis.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_



**NEG-20-003: Parking User Experience Group**

LETTER OF UNDERSTANDING

Between

Wilfrid Laurier University (“University”)

And

Wilfrid Laurier University Staff Association (“WLUSA/OSSTF D35”)

The Parties agree to the formation of a user experience group that will meet to discuss issues associated with parking, on and around campus.

Led by the AVP: Facilities and Asset Management (FAM) and the Manager, Parking Services, all applicable employee groups will be invited to participate.

This group will meet twice per year, with additional meetings scheduled on an as-needed basis, to:

- Provide an update on current and completed capital projects;
- Review and discuss current and future projects;
- Share issues and concerns.

It is understood that this user experience group has been established for the purpose of gaining and sharing information and will not have unilateral authority to make changes.

The group will commence within 90 days of ratification.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_

**NEG-20-004: New Joint Job Evaluation Plan Project**

LETTER OF UNDERSTANDING

Between

Wilfrid Laurier University (“University”)

And

Wilfrid Laurier University Staff Association (“WLUSA/OSSTF D35”)

WHEREAS, the Joint Job Evaluation and Pay Equity Committee (JJEPEC), as defined in Article 17.5 of the Collective Agreement, will be participating in the New Job Evaluation Plan Project as advisory resources to the University and WLUSA for the duration of the project as outlined in the WLUSA/OSSTF New Job Evaluation Plan- Implementation Agreement dated and signed January 28, 2020.

Both Parties agree to the following, as related to the WLUSA/OSSTF New Job Evaluation Plan Project and Implementation:

The Joint Job Evaluation and Pay Equity Committee (JJEPEC) will meet to discuss and provide recommendations to the University and WLUSA for:

Joint Job Evaluation System and Pay Equity Maintenance Process post implementation

Final recommendations shall be approved by University Administration and President, WLUSA/OSSTF District 35 before implementation.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_

**NEG-20-005: Cognos Reporting**

LETTER OF UNDERSTANDING

Between

Wilfrid Laurier University (“University”)

And

Wilfrid Laurier University Staff Association (“WLUSA/OSSTF D35”)

The University and WLUSA/OSSTF District 35 agree that the parties will meet to discuss which Cognos reports, as defined in the current collective agreement, can be generated directly by the Association.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_

**NEG-20-006: Research Support Funds**

LETTER OF UNDERSTANDING

Between

Wilfrid Laurier University (“University”)

And

Wilfrid Laurier University Staff Association (“WLUSA/OSSTF D35”)

WHEREAS, regarding positions related to research grants, NEG-14-009 of the current Collective Agreement states that all positions funded under Research Grants or Research Contracts, awarded by any government agency or third-party organization where the funds are specifically directed towards research activities and administered through the Office of Research Services shall be excluded from the Bargaining Unit;

AND WHEREAS there are positions which would normally fall under the scope of the Bargaining Unit, funded entirely through the Tri-Agency Research Support Fund (RSF).

The Parties agree that positions which would normally fall under the scope of the Bargaining Unit, that are funded entirely through the Tri-Agency Research Support Fund (RSF) shall be excluded from WLUSA/OSSTF D35 Bargaining Unit provided all of the following conditions have been met:

1. The funds are administered through the Office of Research Services (ORS); AND
2. The position is a limited-term position linked specifically to the research centre or grant for which money from the Research Support Fund has been directed; AND
3. The work is solely dependent on the research centre or grant. Should the centre or grant end or cease to exist, the position would subsequently end or cease to exist; AND
4. The position is managed by a Principal Investigator or Centre Director.

Should any of these conditions not be met, or should the position be funded in part by funds that are not part of the RSF’s allocation to the ORS, the position shall be included in the Bargaining Unit.

Notwithstanding the above, both Parties acknowledge that there may be instances where the language in NEG-14-009 does not capture certain grants and contracts awarded to the University. In those instances, the University agrees to meet with WLUSA/OSSTF D35 to discuss any positions arising from such awards prior to them being posted.

For the University

For WLUSA/OSSTF District 35

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Dated: \_\_\_\_\_