

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF WESTERN ONTARIO**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2361**

**FOR THE PERIOD**

**1 JULY 2021 TO 30 JUNE 2024**

**COLLECTIVE AGREEMENT entered into this day of October 25, 2021**

**Between:**

**THE UNIVERSITY OF WESTERN ONTARIO  
(hereinafter called the "Employer")**

**OF THE FIRST PART**

**-and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2361  
(hereinafter called the "Union")**

**OF THE SECOND PART**

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# **Article 1 – PREAMBLE**

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

- to show each to the other a spirit of mutual trust and understanding and to willingly cooperate with each other in the fullest sense,
- to maintain and improve the existing harmonious relations and settled conditions of employment,
- to promote the morale, well being and security of all members in the bargaining unit,
- to encourage efficiency in operation, and
- to secure prompt and equitable disposition of grievances arising out of the administration of this Agreement.

**1.02** Where the singular is used in this agreement, it shall be considered as if the plural has been used where the context or the party or parties hereto so require.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## **Article 2 – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS**

**2.01** The Union recognizes that the management and direction of the working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a)** maintain order, discipline and efficiency;
- (b)** hire, assign, retire, discharge, direct, promote, demote, classify, transfer, and suspend or otherwise discipline members, provided that if a temporary employee whose seniority exceeds 1040 hours, a part-time employee whose seniority exceeds 1040 hours, or an employee claims he/she has been discharged or disciplined without cause, a grievance may be filed and dealt with in accordance with the Grievance Procedure;
- (c)** layoff and recall, provided that any member claims he/she has been improperly laid off or recalled, a grievance may be filed and dealt with in accordance with the Grievance Procedure;
- (d)** determine the machinery and equipment to be used, the methods and techniques of work, the standards of performance, the schedules of work and number of personnel to be employed;
- (e)** establish, enforce and alter from time to time rules and regulations to be observed by the members. Members will not be disciplined unless they have either been informed

orally or in writing of these rules and regulations or ought reasonably to know these rules and regulations.

- 2.02** The Employer's right to exercise the management function in this Article is subject to the provisions of this Agreement.
- 2.03** The Employer and the Union agree that in accordance with the Ontario Human Rights Code, there shall be no discrimination or harassment in the application of the provisions of this Agreement because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap or any other prohibited grounds that may be established in the Code.
- 2.04** The Employer and the Union agree that there shall be no discrimination in the application of the provisions of this Agreement by reason of the member's membership/non-membership or activity/non-activity in the Union, or by the member's exercise of any provision or right under this Agreement.

## **Article 3 – NON DISCRIMINATION AND HARASSMENT**

- 3.01** The Employer and the Union are committed to a working and learning environment that allows for full and free participation of all members of the institutional community. Discrimination against and harassment of individuals, whether as members of any recognizable group or otherwise, undermine these objectives and violate the fundamental rights, personal dignity and integrity of individuals or groups of individuals.
- 3.02** This Article is in accordance with all applicable federal and provincial legislation related to discrimination and harassment such as the Ontario Human Rights Code. It also applies to those

situations defined as Workplace Harassment under the Ontario Health and Safety Act. The Safe Campus Policy (M.A.P.P. 1.46) should be consulted whenever there are concerns about violence in the workplace including domestic.

### Discrimination

**3.03** Except as permitted by law, there shall be no discrimination, interference, restriction or coercion exercised against or by any Employee regarding any term or condition of employment, nor shall any discrimination be exercised against or by Employees in the course of carrying out their duties, by reason of:

- a) race, color, ancestry, place of birth, ethnic or national origin, citizenship; or
- b) creed, religious or political affiliation or belief or practice; or
- c) sex, sexual orientation, gender identity or expression, physical attributes, marital status, or family status; or
- d) age; or
- e) physical or mental illness or disability; or
- f) place of residence; or
- g) record of offences for which a pardon has been granted; or
- h) membership or participation in the Union.

**3.04** This Article shall not infringe upon the implementation of special programs designed to relieve hardship or economic disadvantage or to assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity.

### Harassment

**3.05** There shall be no Harassment or Sexual Harassment exercised against or by any Employee.

**3.06** Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be

unwelcome. Harassment may be related to one or more of the prohibited grounds of discrimination under Article 3.03.

Harassment includes sexual harassment, personal harassment, and workplace harassment. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal.

- 3.07** *Sexual Harassment* includes comment or 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 innuendo or taunting about a person's body, physical appearance, sexual orientation or gender expression, and includes situations where:
- a) submission to such conduct is made either explicitly or implicitly a condition of an individual's employment; or
  - b) submission to such conduct by an individual is used as a basis for employment; or
  - c) such conduct interferes with an individual's work performance;  
or
  - d) such conduct creates an intimidating, hostile or offensive working or learning environment.

This definition of sexual harassment is not intended to inhibit interactions or relationships based on mutual free consent or normal social conduct between Employees.

- 3.08** *Personal Harassment* includes conduct and/or behaviours which create an intimidating, demeaning or hostile working or learning environment whether or not it is based on the prohibited grounds defined in the Ontario *Human Rights Code* and listed in Article 3.03.

- 3.09** *Workplace Harassment* is defined under the *Occupational Health and Safety Act* as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

**3.10** Harassment may not include:

- a)** interpersonal conflict or disagreement; or
- b)** the proper exercise of management's rights and/or performance evaluation.

**3.11** An Employee alleging a violation of this Article may seek resolution through the Employer's policy on Discrimination and Harassment and/or may file a grievance in accordance with Article 17 – Grievance Procedure.

**3.12** Nothing in this Article precludes the Employer from conducting an investigation into an allegation of Discrimination or Harassment. The Employer shall notify the Union of any investigation into an allegation of Discrimination or Harassment made against an Employee. In all other such investigations involving Employees, they shall be notified of their right to Union Representation prior to any meeting with the Employer.

**3.13** No Employee against whom an allegation of Discrimination or Harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.

**3.14** An Employee who is disciplined as the result of any investigation into alleged Harassment or Discrimination shall have the right to grieve such discipline under Article 17 - Grievance Procedure.

## **Article 4 – RECOGNITION**

**4.01** The Employer recognizes the Union as the sole collective bargaining agency with respect to those matters covered by this Agreement for those members of the Employer in the Department which includes Thompson Recreational and Athletic Centre engaged in the maintenance and service of

buildings and Landscape Services, save and except supervisors, those above the ranks of supervisor, office *staff*, operating engineers, security guards, students employed during the school or university vacation period or for 15 hours per week or less at other times of the year and persons in bargaining units for which any trade union held bargaining rights as of May 2, 1997.

- 4.02** The classifications listed in Schedule A are the only job classifications covered by this Agreement. Any new job classifications within the bargaining unit which may be created in the future may be added to Schedule A by mutual agreement. The Employer agrees that, save and except no more than a combined total of twenty-five (25) sessional, temporary employees and/or part-time employees at Spencer Hall, the total number of temporary employees, sessional and regular part-time employees will not exceed 32.5% of the corresponding number of employees in caretaking, Landscape Services and trades, as calculated and reported annually from May 1 to April 30.
- 4.03** A Regular Full-time employee shall be defined as a person who is regularly scheduled for more than 24 hours per week and will therefore be referred to as an employee.
- 4.04** A Sessional employee shall be defined as a person who regularly works more than 24 hours/week in a position for which the Employer requires staffing in a regular recurring pattern of work during at least six months of each calendar year and a regular recurring absence from work during the balance of the year and will therefore be referred to as sessional.
- 4.05** A Temporary employee shall be defined as a person who is employed for more than 24 hours per week and for a specific term or task for a period of time not to exceed ten months of employment with the University. The employment of a temporary employee may be extended to address extenuating circumstances and will be at the mutual agreement of the

Employer and the Union. It is expressly understood that only those Articles or sub Articles which specifically refer to temporary employees will apply to the temporary employees.

Temporary employees who return in the same classification within a maximum 12 month break of employment will receive credit (e.g., 1040 hours = 6 months) in accordance with Schedule A for all regular hours worked (including statutory holidays) for Progression Through the Range (PTR) purposes from their prior employment as a bargaining unit member immediately preceding the absence.

Temporary employees who leave the employment of the University for greater than 12 months and return to the University will commence at the minimum rate of pay.

- 4.06** A Part-time employee shall be defined as a person who is regularly scheduled for 24 hours or less per week, and hereafter will be referred to as a part-time employee. It is expressly understood that only those Articles or sub Articles which specifically refer to part-time employees or members will apply to the part-time employees.
- 4.07** Students employed in excess of 15 hours per week other than during the school or university vacation shall be considered part-time employees for purposes of this agreement.
- 4.08** When the four employee designations of employee, sessional, parttime employee and temporary employee involved, the word member will be all inclusive.
- 4.09 (a)** A new employee, sessional or part-time employee shall be on probation until they have completed 1040 hours worked. This period of probation shall be extended by any scheduled hours not worked. Upon completion of such probationary period, the individual's name shall be placed on the appropriate seniority list and credited

with seniority as of the date of commencement of the successful probationary period.

- (b)** It is expressly understood by both Parties that during the probationary period an employee, sessional or part-time employee shall be considered as being employed on a trial basis, and may be discharged in the sole discretion of the Employer, provided that such termination shall not be exercised in a manner which is arbitrary, discriminatory or in bad faith.
- (c)** Probationary employees are covered by the Collective Agreement from the first day of hire.

## **Article 5 – STRIKE OR LOCK-OUT**

- 5.01** The Union agrees that there will be no strike during the terms of this Agreement, and accordingly, should any or all of the members covered by this agreement take such action, the Union will declare the action to be in violation of this Agreement and require the members involved to return to work and perform their usual duties.
- 5.02** Where individuals in a labour dispute, other than those in the bargaining unit, engage in a strike and maintain picket lines, and where members of the bargaining unit could suffer personal harm, the Employer will endeavour to safeguard them.
- 5.03** Members have the right to decline to perform the normal duties of striking or locked out employees of the employer during a legal strike by another bargaining unit of employees of the employer or during any lockout of any other bargaining unit by the employer.
- 5.04** The Employer agrees that during the term of this Agreement there will be no lockout.

- 5.05** Strike and lockout bear the meanings used in the Ontario Labour Relations Act.

## **Article 6 – REPRESENTATION**

- 6.01** The Employer agrees to recognize a Committee consisting of not more than six (6) elected members of the bargaining unit covered by this Agreement for the purposes of the negotiation and administration of this Agreement. The aforementioned committee shall not suffer any loss of pay or benefits during any and all negotiating meetings up to and including conciliation, but not beyond.
- 6.02** This Committee may be enlarged at any time by the addition of a representative of the Union when dealing with the Employer.
- 6.03** The Employer agrees to recognize 14 stewards including the Chief Steward for the purpose of assisting members in presenting grievances to the Employer as set forth in this Agreement. These stewards, who will be elected or appointed from amongst the members in the bargaining unit, will each represent a segment of the bargaining unit.
- 6.04** It is understood and agreed that a steward has his/her regular duties as an employee to perform and that if it is necessary to investigate a grievance or attend a grievance hearing during working hours, the steward will not leave his/her work without first obtaining the permission of his/her Supervisor which shall not be unreasonably withheld. The steward shall report again to his/her Supervisor at the time of his/her return to work.
- 6.05** The Union shall notify the Employer in writing of the names of the stewards, and elected officers of the Union and the effective dates of their elections or appointments.

**6.06 Terms of Reference for Union-Management Relations Committee**

1. The Union-Management Relations Committee will serve to:
- administer the terms of the Agreement between CUPE Local 2361 and the University
  - address matters outside the Agreement which are of mutual concern.

2. Membership will consist of:

**For the University**

Associate Vice-President, Human Resources or designate  
Representatives from Facilities Management leadership (6)

**For the Union**

President

Vice-President

Recording Secretary

Secretary/Treasurer

Sergeant-at-Arms

Chief Steward

Safety Officer

3. The Employer will inform the Union/Management Committee of major amendments to the rules and regulations in Article 2.01 (e), prior to their implementation.
4. It may be desirable to request persons other than those listed under 2 above to attend for specific discussions. Provided the University agrees to the attendance of a member of the bargaining unit, that member will not suffer a loss of pay.
5. The Committee will meet once per month unless changed by mutual agreement.
6. Agendas of matters for discussion will be exchanged by the

Union and Management at least five (5) working days prior to the meeting.

7. The University will provide secretarial service and minutes will be produced and distributed to all members of the Union-Management Relations Committee within two weeks of each meeting. Such minutes will have no status unless agreed to by both co-chairs.

**6.07** The union office will be open and manned in rotation by various members of the Union Executive from 12:00 noon to 1:00 p.m., and from 6:30 to 7:30 p.m. In each case, this will include the person's normal 1/2 hour lunch break. The Executive should give their Supervisor their schedule for manning this location in advance so he/she can schedule work around it.

**6.08** The Union Executive will be allowed a maximum of 17 hours per week to perform union business, including travel time during working hours. The Union will inform the Employer as to how they wish to divide up the hours among the Executive positions. The Union will inform the Employer on December 1st each year for the period of January 1 - June 30th and on June 1st for the subsequent July 1 - December 31st period. This will be scheduled in advance with his/her Supervisor and always recorded daily.

**6.09** A member of the Executive will be allowed up to two hours per month during working hours, without loss of earnings, to meet with a new employee at their scheduled orientation session.

**6.10 (a)** The WSIB Representative of the local may be released for up to three (3) hours per week to perform duties related to WSIB with regards to union members, except for those activities which are related to the adjudication of a member's WSIB claim. Any time spent by the WSIB Representative beyond three (3) hours per week as above will be at the expense of the Union. The WSIB Representative will not leave his/her work without first

obtaining the permission of his/her Supervisor which shall not be unreasonably withheld. The WSIB Representative shall report again to his/her Supervisor at the time of his/her return to work.

- (b)** On a monthly basis, the University will provide the WSIB Representative with a summary of Form 7's issued during the month.

- 6.11** The President, Vice President and Chief Steward of the local may be scheduled Monday to Friday on a regular day shift at their option, to enable them to perform their Union function more efficiently.
- 6.12** Due to scheduling and operational problems the committee representation of Thompson Recreation and Athletic Centre members will be limited to one steward and a maximum of one member of the committee of six (6) elected members in .01 for the purpose of negotiation but not administration of the Agreement.
- 6.13** Should the President, Chief Steward, or designate be a member of the Thompson Recreation and Athletic Centre he/she will be required to utilize the applicable provisions of sections .08, .09 and .11 as follows:
  - i) The President, Chief Steward or designate would be scheduled on a Monday to Friday non-evening shift.
  - ii) The time off to perform union business would be taken as one hour each day at either the beginning or end of the shift.and (ii) above may be changed provided mutual agreement on the shift schedule is obtained.
- 6.14** The Thompson Recreation and Athletic Centre members may be represented at the Union-Management Relations Committee when there is an issue on the meeting agenda that is specific to the Thompson Recreation and Athletic Centre. When this occurs

the membership on the committee may be expanded to include the Manager, and Steward from Thompson Recreation and Athletic Centre.

## **Article 7 – GENERAL CONDITIONS**

- 7.01** It shall be the obligation of each member covered under the terms of this Agreement to inform the Supervisor of his/her current residential address, Western email, and telephone number. This information will not be posted without the member's consent. The Employer will provide the above information to the Union on an annual basis.
- 7.02** The Employer agrees that payroll deductions shall be made for United Way, Parking, and premiums for voluntary benefit plans, when written request is made therefore by an employee.
- 7.03**
- (a)** The Employer agrees to provide the Secretary/Treasurer with a list, semi-annually, of the names of the members in the unit, their job classifications, and the name of their immediate supervisor.
  - (b)** The Employer agrees to provide the Union with the names, classification, start date and Supervisory group of all new members within ten (10) working days of their start date.
  - (c)** The Employer agrees to provide the Union with a list of names of all members who are in receipt of Long Term Disability (LTD) benefits on a quarterly basis and will notify the Local as soon as possible when a member retires, including when a member retires while in receipt of Long Term Disability (LTD) benefits.
- 7.04**
- (a)** The Employer shall provide for CUPE 2361 's use of the following services, subject to UWO policies, with the understanding that any change to the policies shall be of

general Employer wide application and not specific to CUPE 2361:

- (i) Internal UWO mail, including electronic mail;
- (ii) Use of meeting rooms, as available, for the purpose of communication on official Union business;
- (iii) The necessary access to the World Wide Web at UWO to allow CUPE 2361 to maintain a Home Page.
- (iv) A room with no less square footage than the present location in the Support Services Building to be used exclusively as a Union office.

**(b)** The Employer shall provide CUPE 2361 with the following as soon as they become available:

- (i) 1 copy of the Employer budget report when circulated to the Board;
- (ii) 1 copy of the annual audited statement of the Employer when presented to the Board; and
- (iii) Notice of meetings, agenda, and a copy of minutes of the Board and Senate public proceedings.

**7.05** All performance records that may be used for disciplinary purposes will be considered void after a period of two years has lapsed, provided no further disciplinary action of any nature occurs during that period.

**7.06** All members' performance reviews will be kept within their personnel file. Each member will receive a copy of their performance review once completed by the supervisor if requested.

On the performance review the following will be added at the end:

I acknowledge that the performance review has been shared with me, however, I may not necessarily agree with the

contents. I have had an opportunity to make written comments in the appropriate section.

## **Article 8 – UNION SECURITY**

**8.01** The Employer shall deduct from each pay of each member covered under the terms of this Agreement an amount equivalent to the regular dues and remit same to the Union. The Employer will specify, at the time of making the monthly remittance, the following information:

- (i) the members from whom the deductions have been made;
- (ii) the amount of the dues deducted;
- (iii) any and all new hires;
- (iv) all members in receipt of Long Term Disability benefit or Workplace Safety Insurance Board (WSIB) at the time of remittance and all members off work on account of a leave of absence or parental or pregnancy leave.

The foregoing information shall be provided in written and/or electronic form if the latter exists.

**8.02** The amount of such dues and/or assessment shall be certified to the Employer by the Secretary/Treasurer of the Union. In the event of a change therein, not less than thirty (30) days' notice thereof shall be given to the Employer.

**8.03** The dues and/or assessments deducted from the pay of members shall be electronically deposited by the Employer to the Union not later than the 20th day of the following month.

**8.04** Notices required to be served hereunder upon either the Union or the Employer shall be deemed to be served sufficiently if mailed or delivered to the Secretary/Treasurer of the Union and

the Director - Human Resources-Staff Relations of the Employer respectively.

## **Article 9 – MEETINGS**

- 9.01** Representatives of the Executive Committee, the elected representative on the Occupational Health and Safety Committee, and stewards when meeting with the Employer for the purpose of discussing scheduled matters or grievances during working hours will not suffer a loss in pay. Provided the university agrees to the attendance of a member of the bargaining unit, that person will not suffer a loss in pay. When these meetings are held outside of a member's regular scheduled shift, the member will be credited with time off at a mutually agreeable time.
- 9.02** Other representatives, as authorized in writing to the Secretary/Treasurer by the Associate Vice-President Facilities Management, or designate, or Manager of Thompson Recreation and Athletic Centre and as subsequently appointed by the Union, will fall under the provision of .01 above.

## **Article 10 – SAFETY**

- 10.01 (a)** The parties hereto agree that the safety of the members, staff, students and visitors to the campus of the Employer and the protection of the employer's property and equipment are matters of prime concern. The obligation of all members to report safety hazards to the appropriate Supervisors is acknowledged.
- (b)** The parties also recognize a member's right to refuse work that could be a hazard to the member's or anyone else's health and safety.

**(c)** The Employer will inform members of workplace hazards as well as provide appropriate training.

- 10.02** The Employer agrees to grant membership on the Occupational Health and Safety Committee to one (1) elected member of the bargaining unit from Facilities Management.
- 10.03** The Employer agrees to establish and maintain a joint committee within Facilities Management to review and discuss matters relating to health and safety in the workplace. Local 2361 shall have three (3) representatives on this committee of which one (1) shall be the elected Union Safety Officer. Programs for the safety education of members will also be developed by this committee.
- 10.04** The Employer and members agree to abide by the Occupational Health and Safety Act and regulations as it applies to the Employer.
- 10.05** Stewards will be the Health and Safety Representatives required by the Occupational Health and Safety Act.
- 10.06** An electronic notification of all FM / CUPE 2361 member workplace accidents will be sent to the Union President and Safety Officer.

## **Article 11 – SENIORITY**

- 11.01** The Employer will maintain a seniority list which will record, by job classification as expressed in Schedule A, the names and seniority date of regular full-time employees of the bargaining unit. For the purposes of determining seniority for regular full-time employees, seniority shall be based on the date of last hire into regular full-time employment. This list will be posted annually on Union bulletin boards within one month after the execution date of this Agreement. Following thirty (30) days

posting, the list shall become final except as to any employee who has disputed the accuracy of his/her seniority during that thirty (30) days. In such case the list will be subject to adjustment if established to be inaccurate.

- (a)** The Employer will maintain a seniority list which will record, by job classification as expressed in Schedule A, the names and seniority (total hours worked excluding overtime) of part-time and sessional employees of the bargaining unit. If a part-time or sessional employee achieves regular fulltime status, the part-time or sessional employee will be credited with one (1) year seniority for every 2080 hours worked to establish the regular full-time seniority date. This list will be provided semi-annually to the Union which will post it on Union bulletin boards. Following fifteen (15) days posting, the list shall become final except as to any employee who has disputed the accuracy of his/her seniority during that fifteen (15) days. In such case the list will be subject to adjustment if established to be inaccurate.
- (b)** The sessional employee will be credited with one (1) year seniority for every 2080 hours worked to establish the regular full-time seniority date.
- (c)** Should a temporary employee become a regular full-time employee or sessional employee, s/he will be credited with Seniority for all regular hours worked excluding overtime from their prior employment as a bargaining unit member.

**11.02** In the event of layoff, members will receive a minimum of 7 calendar days notice or pay in lieu of notice. Temporary employees and part-time employees in the affected job classification shall be the first to be laid off. Part-time employees shall not bump into employees' positions or sessionals' positions. Part-time employees may only use seniority to bump the part-time employees with the least

seniority in their job classification providing they have the qualifications to perform all of the work required in the new position. Bumping will only be permitted in response to layoffs for periods in excess of five (5) working days outside the December 15 to January 10 period when bumping will not occur.

Thereafter the following process will be followed:

- (a)** For the Occupational Groups (as outlined in Appendix A) an employee's seniority within the affected job classification shall be given preference.
- (b)** If an employee or a sessional within a job classification is subject to layoff or displacement, the employee or sessional in the affected job classification of the same employee designation may replace the least senior employee or sessional in any of the job classifications within his/her occupational group provided the annual salary is the same or less than the annual salary of his/her job classification, provided he/she has the qualifications to perform all of the work in the new job classification and provided the employee or sessional so replaced has less seniority than him/her.
- (c)** Section .02(b) will be repeated for each of the employees or sessionals displaced by it until such time as the displaced employee or sessional cannot replace another employee of the same employee designation in that Occupational Group, at which time, subject to 2(d) below, he/she will be laid off.
- (d)** Should an employee or sessional be laid-off due to being the least senior employee or sessional in that Occupational Group and/or being displaced as a result of the action of .02(b) or .02(c), and if his/her seniority is greater, he/she may:

- (i) Replace the employee or sessional in the bargaining unit with the least seniority whose annual salary is the same or less than his/hers, provided he/she has the qualifications or capability to perform all of the work required in the new job classification within a four month trial period or,
  - (ii) Should the employee or sessional have been previously employed in another Occupational Group, he/she may replace the least senior employee or sessional in his/her previously held job classification of the same employee designation provided he/she has the qualifications and capability to perform all the work or,
  - (iii) Replace the least senior regularly scheduled part-time employee who is in a classification covered under the collective agreement where the annual salary is the same or less than the annual salary of his/her classification provided he/she has the qualifications to perform all of the work required in the new job classification.
  
- (e) Under 11.02 above and the ensuing process, employees, sessionals or part-time employees who are entitled to and intend to replace another must indicate their intention to do so in writing within four (4) working days after their impending layoff. The letter of intention must state the name and job classification of the member to be replaced.
  
- (f) Where a displaced employee or sessional replaces another employee or sessional in another classification and is subsequently determined to be unable to meet all job requirements, he/she will be laid off, without further rights to replace another person.
  
- (g) For the purposes of recall, the above process is reversed.

- (h)** Employees or sessionals who replace other employees or sessionals under this section, will be paid the rate applicable to the new job classification.

**11.03** A member shall be deemed to have terminated his/her employment with the Employer and shall lose all seniority (if applicable) if he/she:

- (a)** voluntarily quits the employ of the Employer;
- (b)** is discharged and not reinstated through the process of the Grievance Procedure pursuant to this Agreement;
- (c)** following a lay-off, fails to report for work within five working days after being recalled or fails to notify the Employer within three working days after recall that he/she will report for work, unless such period is extended for reasons satisfactory to the Employer. Such recall notice shall be satisfactorily given if sent seven (7) calendar days in advance by registered mail or courier with proof of delivery to member's address on record with the Employer;
- (d)** is absent without permission for three consecutive working days;
- (e)** is absent due to lay-off, for more than one year;
- (f)** utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

**11.04 (a)** In order that the operation of the Union will not become disorganized when layoffs are being made, the Executive of the Union, the Stewards and Union Safety Officer shall be the last persons laid off during their term of office, so long as full time work which they are qualified to perform is available in their classification. If a member who is serving as a steward of the Union is transferred, the Employer agrees to inform the Union of the transfer.

- (b)** If a temporary or part-time employee is an officer of the Union as per .04(a), they shall be the last temporary

or part-time employee laid off during their term of office, so long as work which they are qualified to perform is available in their classification.

- 11.05** An apprentice when in attendance at a provincial school as a requirement of his/her apprenticeship shall suffer no loss in seniority and when writing his/her qualifying exam shall suffer no loss of pay or seniority.
- 11.06** In the case of short-term lay-offs (i.e. nineteen (19) calendar days or less) of employees, sessionals or part-time employees the contract will recognize Facilities Management and Thompson Recreation and Athletic Centre as two separate units with separate seniority lists for lay-off and recall purposes. In any event part-time employees cannot bump into the Thompson Recreation and Athletic Centre from the Department of the Division, or vice versa.
- 11.07** An employee as an apprentice will be considered as being in the journeyman classification of their appropriate trade for layoff and recall purposes.
- 11.08** Upon completion of their contract, the apprentice will be terminated. This termination will not be grievable under the terms of the Collective Agreement.
- 11.09** An employee terminated as required in Section .07 above will be given seniority credit for the years employed at the Employer should they be rehired as a journeyman within 12 months of their termination or for bumping rights into their previous classification.
- 11.10** Upon reaching his/her predetermined employment contract end date, a Temporary employee will be deemed to be terminated.

## **Article 12 – PAYMENT OF SALARY**

- 12.01** The salary of a member will be paid by deposit to institutions on electronic deposit. Pay cycles may change subject to review and discussion with the Union but will be at least monthly. Members will be informed at least ninety (90) days prior to a change in the pay cycle being implemented.
- 12.02** Electronic earning statements are available for members to view on the UWO - MY HR secure website. Members may request a hard copy from Human Resources.
- 12.03** On the death of an employee or a sessional one month's salary in addition to the salary pertaining to the month of death will be paid to the spouse, or failing such, to the estate of the deceased. Provided a part-time employee has seniority in excess of 1040 hours, on the death of said employee, one month's salary in addition to the salary pertaining to the month of the death will be paid to the spouse, or failing such, to the estate of the deceased. For the purpose of calculating one month's salary for part-time employees, the employer will use the averaged monthly earnings for the past 12 months.
- (a)** Upon the death of an employee or a sessional during any combination of Sick Leave, Long Term Disability and/or WSIB up to a period of one year, one month's salary in addition to any salary that may pertain to the month of the death will be paid to the spouse or estate. Upon the death of a part-time employee who has seniority in excess of 1040 hours during WSIB up to a period of one year, one month's salary in addition to any salary that may pertain to the month of the death will be paid to the spouse or estate. For the purpose of calculating one month's salary for part-time employees, the employer will use the averaged monthly earnings for the past 12 months.

## **Article 13 – JOB POSTINGS & PROMOTIONS**

- 13.01** To encourage motivation, promote morale and create incentive, Members within the bargaining unit will be given first opportunity of a new or a vacant position or temporary vacant position of greater than 3 month's duration or regularly scheduled part-time employee position in the unit provided such Members are qualified and capable of performing the responsibilities required in the job description. For appointments to positions of three months or less, the employer agrees to discuss with the union in advance of appointment.
- (a)** Members in the bargaining unit, including those on lay-off, applying for such openings will submit an application online through the Human Resources Working at Western website. The employer will provide support to enable members to complete their online application.
  - (b)** All job postings will be posted for twelve (12) calendar days on the UWO "Working at Western" website. The Union will be notified electronically of all CUPE 2361 job postings.
- 13.02 (a)** A sessional or part-time employee applying for a regular full time position in the same classification in which they are working will not be considered a promotional opportunity for the purposes of 13.02(b) below. The most senior (i.e. seniority hours) sessional or part-time employee who has submitted an application for the position per 13.01 (a), will be required to actively participate in a discussion, before being awarded the position. The disciplinary record of an employee will be considered by the Employer when awarding the position.

**(b)** In all cases of promotion to another position within the bargaining unit, where the skill, knowledge, experience, and general fitness are assessed to be relatively equal by the interviewing team, seniority shall govern as follows. In all cases of promotion, a part-time employee with 1040 hours seniority, or an employee or sessional, seniority within the employee designation (as expressed in Article 4.03, .04 and .06) of the new position shall govern.

**13.03** The Employer may return a member promoted under .02 above, or to a position in management, office or other classification, to his/her former classification and employee designation at any time within a six month period if the Employer considers that the employee, sessional or part-time employee is unable to perform the work. Any other appointment made as a result of the promotion will be reversed. Seniority of the returning employee, sessional or part-time employee for the purpose of lay-off, recall and posting will be adjusted by the time spent out of the bargaining unit.

**13.04** When a posted position has not been filled after 50 calendar days of the posting expiry date all internal applicants will be notified as to the status of the posting.

**13.05 (a)** The Employer agrees that a posted new or vacant regular full time position will be filled by the most senior regular full time employee within that specific classification who has filed a transfer request. Transfer requests will be valid for twelve (12) months. The disciplinary record of an employee will be considered by the Employer when awarding the position.

- (b)** The Employer agrees that a posted new or vacant sessional position will be filled by the most senior sessional within that specific classification who has filed a transfer request. Transfer requests will be valid for twelve (12) months. The disciplinary record of an employee will be considered by the Employer when awarding the position.

## **Article 14 – HOURS OF WORK**

### **Applicable to Facilities Management Department – (A) Building Services Only**

- 14.01 (a)** For employees and sessionals, the normal work week shall be forty (40) hours per week comprised of five (5) work days of eight (8) consecutive hours exclusive of the lunch period. During the normal eight-hour (8) work day, one twenty (20) minute rest period will be permitted. All regularly scheduled shifts will have a minimum of 8 hours between each shift. One ten (10) minute rest period will be provided during any shift of at least six (6) hours but less than eight hours. For the purpose of establishing shift schedules, normal work weeks shall commence on Sundays and terminate on Saturdays. Where possible, subject to the work requirements of the unit, the five work days referred to above will be consecutive.
  
- (b)** The regularly scheduled hours of work for temporary employees shall not exceed forty (40) hours per week. Regularly scheduled hours of work for part-time employees shall not exceed twenty-four (24) hours per week. The foregoing scheduled hours worked may be exceeded in the event any of the following occurs:
  - (i)** unforeseen absences or emergencies, or

- (ii) foreseen absences of thirty (30) calendar days or less, or
- (iii) events beyond control of the Employer, and
- (iv) where no qualified employee or sessional in that job classification within the supervisory group is readily available to work the required hours.

**14.02 (a)** There will be no duplication or compounding of premium pay, overtime pay or the extra \$0.65 per hour provided for in this Article. If such payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.

**(b)** Members who are required to work a scheduled shift of more than five (5) hours starting after 2:00 P.M. will be paid a shift differential of 65 cents per hour worked during their shift.

**14.03** It is hereby expressly understood that the provisions of this Article are to provide a basis for calculating time worked and establishing shift schedules and shall not be, or construed to be a guarantee of the hours of work per day nor as to the days of work per week.

**14.04 (a)** Overtime hours will be defined as the time worked, by an employee, sessional or part-time employee as assigned in advance by the Supervisor or when called in under the "call in" policy, in excess of the employee's, sessional's or part-time employee's normal work day or on a day which is not a normal work day. Authorized overtime will be paid at one and one half times (1 ½) the base hourly rate or one and one half time off in lieu of the hours worked will be arranged by the Supervisor if the time off remuneration choice is requested by the employee and a mutually agreeable time is available.

Temporary employees or part-time employees who work in excess of 40 hours in any week will be paid at the overtime rate one and one half (1 ½) times the base hourly rate for all hours worked in excess of 40 in that week.

Temporary or part-time employees will be called in only when employees or sessionals within the same supervisory group are not readily available.

**(b)** Premium hours will be defined as the time worked by a member as part of the normal work day and which falls within designated premium periods. Authorized premiums will be paid at one and one half times (1 ½) the base hourly rate.

**14.05** All overtime-related time off remuneration for employees or sessionals in the job class of caretaker will be taken at a mutually agreeable time subject to the operational requirements of the work group. In any year (April 15 – April 14) the accumulated total shall be limited to 60 straight time equivalent hours maximum. Once this maximum is reached within the year (April 15 – April 14), accumulations which exceed 60 hours shall automatically be converted for payment and processed in accordance with the current payroll procedures. If, by April 14<sup>th</sup>, the accumulated time has not been used, the hours shall automatically be converted for payment and processed in accordance with the current payroll procedures.

**14.06 (a)** Weekly work schedules for employees and sessionals will be posted at least one week in advance of the time worked. Should schedules for employees or sessionals be adjusted within one week (7 days) in advance of the time worked, unless by mutual consent, all rescheduled hours performed during that week, outside of the

originally scheduled hours, will be designated as premium hours.

- (b)** Weekly work schedules for regularly scheduled part-time and temporary employees will be posted seven (7) days in advance of the time worked whenever possible.

**14.07** Members required to work more than two (2) hours in excess of a regular scheduled shift shall receive a paid one half (½) hour meal break.

**14.08** Any shifts extending into the hours 2:01 a.m. until 6:00 a.m., Monday to Friday will be paid premium-pay for the hours worked between 2:01 a.m. and 6:00 a.m.

**14.09** Weekend work for caretakers:

- (a)** During the period September 15th to April 15th each year, scheduled hours of work on Saturdays and Sundays, up to a maximum of 40 caretakers on each day will be paid at straight time.
- (b)** During the period of April 16th to September 14th each year, scheduled hours of work on Saturdays and Sundays, up to a maximum of 25 caretakers on each day, with the exception of 4 weekends in this period where no maximum will apply, will be paid at straight time.
- (c)** Caretakers that wish to be scheduled for weekend work in their current building will provide this in writing to their Supervisor. This can be revoked with two months written notice.
  - (i)** Weekend work for caretakers will then be assigned based on seniority of those that have informed their Supervisor as above. Following that, weekend work for caretaking will be assigned to the least senior member in the

supervisor's building configuration area. Temporaries or sessionals will be assigned after completing 80 hours of work.

- (ii) During the summer months May to August (a date to be determined and communicated in advance), weekend work for caretakers in Residences will be assigned, per Residence building, to the least senior member assigned to Residence caretaking. Weekend work for campus caretakers will be assigned as per (i) above.

# **Article 14 – HOURS OF WORK**

## **Applicable to Facilities Management Department – (B) Excluding Building Services**

Clarity Note: For purpose of Article 14 Hours of Work (B - Excluding Building Services) language applies to Residence Service Mechanics.

- 14.01 (a)** For employees and sessionals, the normal work week shall be forty (40) hours per week comprised of five (5) work days of eight (8) consecutive hours exclusive of the lunch period. During the normal eight-hour (8) work day, one twenty (20) minute rest period will be permitted. All regularly scheduled shifts will have a minimum of 8 hours between each shift. One ten (10) minute rest period will be provided during any shift of at least six (6) hours but less than eight hours. For the purpose of establishing shift schedules, normal work weeks shall commence on Sundays and terminate on Saturdays. Where possible, subject to the work requirements of the unit, the five work days referred to above will be consecutive.
- (b)** The regularly scheduled hours of work for temporary employees shall not exceed forty (40) hour per week. Regularly scheduled hours of work for part-time employees shall not exceed twenty-four (24) hours per week. The foregoing scheduled hours worked may be exceeded in the event any of the following occurs:
- (v) unforeseen absences or emergencies, or
  - (vi) foreseen absences of thirty (30) calendar days or less, or
  - (vii) events beyond control of the Employer, and

- (viii) If a temporary employee or part-time employee has been the "primary worker" on a job and hours outside his/her normal schedule are required to complete the job, the hours will be offered to the primary worker first.

If a primary worker denies the hours, the hours will be offered to employees or sessionals in that classification. If no employee or sessional accepts the hours, the hours will then be offered to temporary employees or part-time employees in that classification.

\* "Primary worker" is defined as the member who has the most hours on a particular job. If there is any question about who is the primary worker (e.g., same hours worked), the Employer agrees to make the employee or sessional the primary worker.

- 14.02 (a)** There will be no duplication or compounding of premium pay, overtime pay or the extra \$0.65 per hour provided for in this Article. If such payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.
- (b)** Members who are required to work a scheduled shift of more than five (5) hours starting after 2:00 P.M. will be paid a shift differential of 65 cents per hour worked during their shift.

**14.03** It is hereby expressly understood that the provisions of this Article are to provide a basis for calculating time worked and establishing shift schedules and shall not be, or construed to be a guarantee of the hours of work per day nor as to the days of work per week.

- 14.04 (a)** Overtime hours will be defined as the time worked, by an employee, sessional or part-time employee as

assigned in advance by the Supervisor or when called in under the "call in" policy, in excess of the employee's, sessional's or part-time employee's normal work day or on a day which is not a normal work day. Authorized overtime will be paid at one and one half times (1 ½) the base hourly rate or one and one half time off in lieu of the hours worked will be arranged by the Supervisor if the time off remuneration choice is requested by the employee and a mutually agreeable time is available. Temporary employees or part-time employees who work in excess of 40 hours in any week will be paid at the overtime rate one and one half (1 ½) times the base hourly rate for all hours worked in excess of 40 in that week.

Temporary or part-time employees will be called in only when employees or sessionals within the same supervisory group are not readily available.

- (b)** Premium hours will be defined as the time worked by a member as part of the normal work day and which falls within designated premium periods. Authorized premiums will be paid at one and one half times (1 ½) the base hourly rate.

**14.05** All overtime-related time off remuneration for employees or sessionals in trades shops and residence service mechanics will be taken at a mutually agreeable time subject to the operational requirements of the work group. In any year (April 15 – April 14) the accumulated total shall be limited to 60 straight time equivalent hours maximum. Once this maximum is reached within the year (April 15 – April 14), accumulations which exceed 60 hours shall automatically be converted for payment and processed in accordance with the current payroll procedures. If, by April 14<sup>th</sup>, the accumulated time has not been used, the hours shall automatically be converted for payment and processed in accordance with the current payroll procedures.

- 14.06 (a)** Weekly work schedules for employees and sessionals will be posted at least one week in advance of the time worked. Should schedules for employees or sessionals be adjusted within one week (7 days) in advance of the time worked, unless by mutual consent, all rescheduled hours performed during that week, outside of the originally scheduled hours, will be designated as premium hours.
- (b)** Weekly work schedules for regularly scheduled part-time and temporary employees will be posted seven (7) days in advance of the time worked whenever possible.
- 14.07** All normal hours worked by an employee on Saturday or Sunday will be designated premium hours.
- 14.08** Members required to work more than two (2) hours in excess of a regular scheduled shift shall receive a paid one half (½) hour meal break.
- 14.09** Any shifts extending into the hours 2:01 a.m. until 6:00 a.m., Monday to Friday will be paid premium-pay for the hours worked between 2:01 a.m. and 6:00 a.m.

## **Article 15 - HOURS OF WORK**

### **Applicable to Thompson Arena and Athletic Centre**

- 15.01** The standard work week for an employee, sessional or temporary employee may average 40 hours per week over the length of the employee's, sessional's or temporary employee's schedule. The standard work day shall be consecutive hours

exclusive of the lunch period. The scheduled days off shall run consecutively.

- 15.02** During the standard eight hour work day, two ten minute rest periods will be permitted. One ten minute rest period will be provided during any scheduled shift of at least five hours but less than eight hours.
- 15.03** It is hereby expressly understood that the provisions of this Article are to provide a basis for calculating time worked and establishing shift schedules and shall not be, or construed to be, a guarantee of the hours of work per day nor as to the days of work per week.
- 15.04** (a) Overtime will be defined as the time worked by an employee or sessional, as approved in advance by the Assistant Manager, in excess of the employee's or sessional's work schedule. Authorized overtime will be paid at one and one half times (1 1/2x) the hourly earning rate, or one and one half times (1 1/2 x) off in lieu of the hours worked will be arranged by the Assistant Manager if the time off remuneration choice is requested by the employee or sessional and a mutually agreeable time is available. Temporary employees and part-time employees who work in excess of 40 hours in any week will be paid at the overtime rate for all hours worked in excess of 40 hours in that week.
- (b) Shift differential hours will be defined as the hours worked by a member between 5:30 p.m. and 6:00 a.m. Monday to Friday and all hours worked on Saturday and Sunday. Shift differential will be paid at the rate of sixty-five cents (\$.65) per hour. On July 1, 2008 this premium will be increased to eighty cents (\$0.80) per hour.
- 15.05** There will be no duplication or compounding of shift differential or overtime pay. If such payments are provided under two or more provisions of this Agreement, then payment shall be made

under the single provision which provides the highest rate of pay.

- 15.06** Accrued time *off* will be taken at a time mutually agreed to by both the employee or sessional and the Assistant Manager, Thompson Recreation and Athletic Centre Department provided the time *off* is used up during the same or following three months or pay in lieu thereof .
  
- 15.07** Employees or sessionals who are required to work a scheduled shift on Saturdays and/or Sundays will be provided a premium of a paid (30) minute lunch period during their shift. Temporary employees or part- time employees who are required to work a scheduled shift alone will be provided a premium paid (30) minute lunch period during the shift. This premium will always be paid at the straight time rate and not be subject to compounding.
  
- 15.08** All regularly scheduled shifts will have a minimum of 8 hours between each shift.
  
- 15.09** Members required to work more than two (2) hours in excess of a regular scheduled shift shall receive a paid one half (1/2) hour meal break.
  
- 15.10** Weekly work schedules for each month will be posted by at least the 20th of the preceding month. Should such schedules be adjusted within one week (7 days) of the start of the weekly work schedule, unless by mutual consent, all altered work performed by employees or sessional during that scheduled work will be considered overtime.

## **Article 16 – ALTERED WORKWEEK**

### **Applicable only to employees in the Facilities Management Department's Trades Group**

- 16.01** The Employer agrees to continue the spirit and intent of the concept and application of the "Altered Workweek" program as described in Appendix C on the understanding it will be reviewed with the Union-Management Committee and, if necessary, modified during the term of the Agreement.
- 16.02** The Employer agrees to honour the use of one half day credits in addition to the present practice of full day credits.
- 16.03** The Employer reserves the right to terminate this program at any time, provided the employee is informed at least three months in advance of such termination.
- 16.04** The parties agree that the "Altered workweek" program as described in Appendix "C" will be made available to employees in the Landscape Services group from April 1<sup>st</sup> until October 31<sup>st</sup>.

## **Article 17 – GRIEVANCE PROCEDURE**

- 17.01** It is the mutual desire of the parties to resolve issues arising out of this agreement in a timely and equitable manner, to all parties involved, and should try to do so before matters become formal grievances. A grievance is defined as an alleged violation of the specific terms of this Agreement. It is agreed that only one grievance concerning an alleged violation will be recognized.
- (a)** No temporary employee or part-time employee can grieve a termination or lay off which results from a

predetermined termination or lay off date, except if the Union claims the termination was made in bad faith.

- (b)** As stated in Article 2.01 (b), if any temporary employee or part-time employee whose seniority exceeds 1040 hours claims he/she has been discharged or disciplined without cause, a grievance may be filed and dealt with in accordance with this Grievance Procedure.

**17.02** A group grievance may be initiated should more than one member be grieving the same alleged violation. All members affected may sign the grievance but only one grievor may be present at each step of the grievance process. Any agreement under the Grievance Procedure would be applied to all affected members who signed the grievance.

**17.03** It is the mutual desire of the parties hereto that problems experienced by members shall be addressed as quickly as possible, and it is understood that a member has no grievance until he/she has given the Supervisor the first opportunity to resolve the issue. The member must provide the written incident form to the supervisor within seven (7) working days after the circumstances giving rise to the incident. The member will inform his/her supervisor, who will schedule a meeting with the member and the steward, if the member requests one, at a suitable time within two (2) working days. When the supervisor is informed the member will provide the supervisor with the form outlined in Appendix E and/or any other information the supervisor may request. The supervisor's written decision will be given within 3 working days after the meeting. Following the supervisor decision a grievance may be filed at Step 1 within four (4) working days and shall proceed in the following manner and sequence.

**Step No. 1**

Within four working days of the Supervisor's written decision utilizing the Incident Form as outlined in Appendix E, the grievance may be submitted to the Director or Manager or

his/her designate and within four working days a tentative hearing date should be set. At the grievance hearing the Chief Steward, Steward and the grievor will be present. Director or Manager will deliver his/her decision in writing within four working days of the hearing.

**Step No. 2**

Within four working days of the Director or Managers decision under Step No. 1, the grievance may be submitted to the Associate Vice-President (Human Resources) or his/her designate and within four working days a tentative hearing date should be set. At this grievance hearing the CUPE Representative and/or the Chief Steward, the Steward and the grievor will be present. The Associate Vice-President (Human Resources) will deliver his/her decision in writing within four working days of the hearing.

- 17.04** Where no answer is given within the time limits specified in the Grievance Procedure the member concerned, the Union, or the Employer shall be entitled to submit the grievance to the next step of the Grievance procedure.
- 17.05** All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and Union and the member(s).
- 17.06** A grievance as defined herein arising directly between the Employer and the Union shall be originated under Step. No.2. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an member or members which such member or members could themselves institute and the regular grievance procedure shall not be thereby bypassed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within seven working days after the circumstances giving rise to the grievance have occurred.

- (a)** An Employer grievance entered under .06 above will be submitted to the CUPE Representative. The CUPE Representative will deliver his/her decision in writing within four working days of the hearing provided for in Step No. 2.

**17.07** Failing settlement under the Grievance Procedure, such grievance may be submitted to Arbitration as set forth in Article 18. If no written request for Arbitration is received within thirty (30) days of the Union's receipt of the decision under Step No. 2, it shall be deemed to have been settled and not eligible for Arbitration.

**17.08** When an incident and/or grievance is initiated at Incident Reporting, Step No. 1 or Step No. 2 stage it must be accompanied by an incident information form, as per Appendix E.

**17.09** Wherever "working days" are referred to in Article 17, 18 and 20, such days shall not include Saturdays, Sundays or Holidays.

## **Article 18 – ARBITRATION PROCEDURE**

**18.01** If the Employer or the Union requests that a grievance as provided in Article 17 be submitted to Arbitration, it shall make such request in writing addressed to the other party. Grievances shall be heard by a single arbitrator. The party applying for arbitration shall provide the responding party with a list of up to five (5) Arbitrators for consideration. Within five (5) working days thereafter the other party shall either accept one (1) Arbitrator from the list, or submit a list of up to five (5) Arbitrators to the aggrieved party for consideration. If no sole Arbitrator can be agreed on from this list within a further ten (10) days, either party may then request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

- 18.02** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 18.03** The Arbitrator shall not have jurisdiction to alter, modify, amend, add or delete any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 18.04** No matter may be submitted to Arbitration which has not been properly carried through the Grievance Procedures, except that the parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.
- 18.05** No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive beyond seven days before the complaint was discussed with the Supervisor or as lodged by the Employer or Union under Section .06 of Article 17.
- 18.06** The written decision of the Arbitrator will be final and binding upon the parties hereto, and the members.
- 18.07** The parties will jointly bear the fees and expenses of the Arbitrator.
- 18.08** Notwithstanding Article 18.01, either party may request a Board of Arbitration.

## Article 19 – TERMINATION NOTICE

**19.01** Should the Employer terminate a member for redundancy reasons or for cause, other than in extreme cases such as wilful misconduct, disobedience or wilful neglect of duty, the member will be entitled to a combination of termination notice, and severance pay in accordance with the following schedule:

<b><u>Period of Employment</u></b>	<b>Termination Notice</b>	<b>Severance Pay</b>
Under 3 months or 520 hours service	None	None
3 months or 520 hours to less than 2 years or 4160 hours service	Two weeks or 80 hours	None
2 years or 4160 hours to less than 5 years or 10,400 hours service	Four weeks or 200 hours	None
5 years or 10,400 hours or more	One week or 40 hours each year or 2080 hours of service to a maximum of eight weeks or 320 hours	One week for each year or 2080 hours of service

**19.02** In extreme cases such as wilful misconduct, disobedience or wilful neglect of duty, the member will be interviewed and

suspended from work, and case considered, and then employment may be terminated without prior notice or warning.

## **Article 20 – SUSPENSION AND DISCHARGE**

- 20.01** In the event a member is suspended without pay for any reason, the Employer agrees to confirm such suspension in writing to the individual and to the Chief Steward of the Union within two working days.
- 20.02** The Union recognizes that it may on occasion be necessary to suspend the person referred to in .01 above from the work place without a Steward present. If such action is taken, the Employer agrees to review this action with that individual and the Steward within two working days. Under no circumstances shall the individual be terminated under this Article without the presence of a Steward or Chief Steward.
- 20.03** All members will be offered Union Representation at any meeting where discipline will be enacted
- 20.04** Should a person referred to in .01 above feel that he/she has been unjustly suspended or discharged, he/she shall by the end of the fifth working day following receipt of the written notice of suspension or discharge file a grievance at Step No. 1 of the grievance procedure under Article 17.
- 20.05** If the Employer's suspension or dismissal action is found to be unjust and the individual covered by .03 above is to be reinstated, in no case is the monetary compensation to exceed the amount which the suspended or discharged individual would have earned during normal working hours through the period that he/she was unable to work because of the suspension or discharge action. Furthermore, if the individual

was otherwise employed during his/her period of suspension or discharge, such earnings from the other employer are to be deducted from the monetary compensation outlined in the previous sentence subject to the following:

- (a)** Any earnings from an employer for whom the individual worked on a part-time basis immediately prior to his/her suspension or dismissal, will only be deducted when the amount exceeds the average weekly earnings for the six week period immediately prior to the suspension or discharge.

## **Article 21 – CLOTHING**

**21.01** The Employer agrees to provide annually to Members in the following occupations with:

- (a)** Caretakers - \$120 annual safety shoe (yellow patch) reimbursement. Uniforms will be provided on an annual basis as follows. The first entitlement will consist of five (5) tops and five (5) bottoms I trousers. The annual entitlement will consist of three shirts or pairs of trousers or combination thereof. Parkas will be provided to those members in such areas as deemed appropriate to a maximum of one parka every three years.
- (b)** Housekeepers - \$70 annual safety shoe (non-skid and covered uppers) reimbursement. Uniforms will be provided on an annual basis as follows. The first entitlement will consist of five (5) tops and five (5) slacks. The annual entitlement will consist of three (3) tops or slacks.
- (c)** Landscape Services- - \$120 annual safety shoe (exterior green patch only) reimbursement.

Uniforms will be provided on an annual basis as follows. The first entitlement will consist of five (5) tops and five (5) bottoms / trousers. The annual entitlement will consist of three shirts (two T-shirts will be considered as one item) or pairs of trousers or combination thereof.

- \$100 annual winter boot reimbursement

**(d)** Trades - \$120 annual safety shoe (exterior green patch only) reimbursement.

Uniforms will be provided to all trades related Occupational Groups. The first entitlement will consist of five (5) tops and five (5) bottoms / trousers. The annual entitlement will consist of three shirts (two T-shirts will be considered as one item) or pairs of trousers or combination thereof.

**(e)** Arena Maintenance - \$120 annual safety shoe (exterior yellow patch) reimbursement.

Uniforms will be provided on an annual basis as follows. The first entitlement will consist of five (5) tops and five (5) bottoms / trousers. The annual entitlement will consist of three shirts (two T-shirts will be considered as one item) or pairs of trousers or combination thereof.

At all times during working hours, staff shall wear FM-branded articles of clothing as provided by the employer.

All members agree to procure and wear each day the appropriate safety footwear required for their position. The Employer agrees to provide on the first pay period of each calendar year, reimbursement for the purchase of safety footwear as required for each job classification.

The above clothing will not be sold, defaced or altered in appearance other than to make it fit and is to be maintained in a reasonable state of repair and cleanliness. At the discretion of the supervisor, the employer will provide an employee with either a shirt, trouser, or parka that has become irreparably damaged as a result of incident related to the work performed.

- 21.02** The Employer will provide safety glasses for the following occupations on a one-time basis: Caretakers, Housekeeper, Landscape Services and Trades.
- 21.03** Safety glasses noted under .02 above are the personal responsibility of each employee and will be replaced by the Employer when damaged, worn, or a prescription change occurs.
- 21.04** The Employer agrees to provide employees and sessionals in the Landscape Services occupational group with parka-type coats every two years.
- 21.05** The Employer agrees to provide employees and sessionals in the Arena Maintenance category of Thompson Recreation and Athletic Centre jackets when required, but not more frequently than once a year.

## **Article 22 – VACATION**

- 22.01** Subject to .03 below employees in the bargaining unit earn vacation with pay based on seniority as set out below:
- (a)** An employee earns vacation at the rate of 1.25 working days for each complete calendar month of continuous full-time employment (up to 15 working days each year) for each of the first six (6) years.

- (b)** Upon completion of six (6) full years, vacation is earned at the rate of 1.67 working days per complete calendar month (up to 20 working days per year).
- (c)** Upon completion of nineteen (19) full years, five (5) additional vacation days will be provided, and thereafter, vacation is earned at a rate of 2.08 working days for each complete calendar month (up to 25 working days per year).
- (d)** Upon completion of twenty-eight (28) years of service, vacation is earned at a rate of 2.17 working days for each complete calendar month (up to 26 working days per year).

**22.02** Sessionals, temporary employees and part-time employees shall earn vacation with pay in accordance with the provisions of the Ontario Employment Standards Act. Temporary and sessional employees will be paid in lieu of time off for vacation for hours worked (not including overtime) in accordance with the provisions of the Ontario Employment Standards Act based on their normal earning rate.

**22.03** Vacation earned will be entered into each employee's record monthly.

**22.04** No vacation is earned during layoffs, regular recurring periods of absence of sessionals, or unpaid leaves of absence of longer than two weeks, Long-Term Disability, or WSIB beyond the initial sick leave period.

**22.05** Vacation earned will not be permitted to accrue beyond thirty (30) days without the prior approval of the Supervisor.

**22.06** Employees and part-time employees may take their earned vacation or a portion thereof, subject in all cases to the prior

approval of the Supervisor and the functional requirements of the Employer.

**22.07** For employees and part-time employees, vacation earned will be allocated on the following basis:

- (a)** Vacation requests received up to April 1<sup>st</sup> will be allocated for the vacation period May 1<sup>st</sup> to April 30<sup>th</sup> on the basis of seniority. The vacation schedule will be posted no later than April 15<sup>th</sup>.
- (b)** Vacation requests received on or after April 1<sup>st</sup> for the vacation period May 1<sup>st</sup> to April 30<sup>th</sup> will be allocated on a first-come, first-served basis.
- (c)** To book vacation prior to April 1<sup>st</sup> for the vacation period May 1<sup>st</sup> to April 30<sup>th</sup>, the employee or part-time employee must obtain the written release of sufficient employees' vacation rights in his/her work group (see appendix F) with more seniority than himself/herself to guarantee the award of this vacation.
- (d)** In (b) and (c) above, the employee or part-time employee will be notified in writing as to the status of their vacation request within fifteen (15) working days after submission of their request.

## **Article 23 – LONG TERM RECOGNITION**

**23.01** Employees and sessionals covered by this Agreement will be eligible for the benefits provided for under the current University policy - Service Recognition Policy 3.5 in the Manual of Administrative Policies and Procedures.

## **Article 24 – PREGNANCY LEAVE**

- 24.01** The employer provides a pregnancy leave policy for employees or sessionals to assist them in the continuance of their service at the University. This policy is available only to those employees or sessionals who are committed to returning to the University at least six months following this leave.
- 24.02** Should an employee or sessional not wish to continue her employment relationship with the University following her pregnancy, she may either resign or reapply for unpaid pregnancy leave under the Employment Standards Act. These latter provisions are available to those employees or sessionals who have not satisfied the service requirements in .05 below.
- 24.03** Employees or sessionals are encouraged to discuss the nature of their ongoing commitment to the University with their Supervisor prior to the initiation of the leave.
- 24.04** Upon return to work, the employee or sessional is to return to the same position and salary.
- 24.05** (a) The Employer provides for an unpaid pregnancy leave for employees who have worked for the University for at least 13 weeks of continuous service at the time the leave commences, or as otherwise required by the Employment Standards Act, and,
- (b) the University provides a Supplemental Employment Insurance Benefits (S.E.I.B.) plan for employees who have worked for the University for at least (1) year as of the probable date of delivery. Sessional employees shall only be entitled to S.E.I.B. plan for that portion of the year in which they otherwise would have been working if not for the pregnancy leave.

- 24.06** An employee or sessional is expected to work for the University for at least six months following the date of her return from her pregnancy leave. Should an employee or sessional not satisfy this condition, she will be indebted to the Employer for the sum of the monies paid to her by the Employer during her Pregnancy leave.
- 24.07** Pregnancy leave is a flexible leave for up to seventeen weeks with pay and benefits as specified in Section .08 and .09 below.
- 24.08** An employee or sessional who qualifies for S.E.I.B under clause .05 (b) under the provisions of this article is eligible for:
- (a)** 95% of the salary at the time of the initiation of the leave paid by the Employer for the initial waiting period prior to the commencement of Employment Insurance Benefits, if any; and
  - (b)** Upon commencement of Employment Insurance benefits , the difference between 55% of the employee's salary up to the maximum insurable earnings for Employment Insurance and 95% of the employee's salary at the time of the initiation of the leave, not to exceed sixteen weeks, paid by the Employer, provided the employee makes application for and qualifies for S.E.I.B.
  - (c)** An employee who qualifies for S.E.I.B without a waiting period described in clause (a) is entitled, upon commencement of Employment Insurance Benefits, the difference between 55% of the employee's salary up to the maximum insurable earnings for Employment Insurance and 95% of the employee's salary at the time of the initiation of the leave, not to exceed seventeen weeks, paid by the Employer, provided the employee makes application for and qualifies for S.E.I.B.

- (d)** In no case will the total amount of the S.E.I.B, employment insurance gross benefits and any other earnings received by the employee exceed 95% of the employee's salary at the time of the initiation of the leave.
- (e)** Employees or sessionals do not have a right to this payment except for supplementation of Employment Insurance benefits during the unemployment period as specified in this article .

**24.09** During the period of paid pregnancy leave, the Employer will continue the employee on full benefits through regular payroll deductions. Sessionals will be provided 4% in lieu of benefits for that period of the year that they would otherwise be working if not for the pregnancy leave.

**24.10** Pregnancy leave may be initiated by that employee or sessional at any time within seventeen weeks prior to the expected delivery date or such other time as may be required by the Employment Standards Act.

**24.11** Pregnancy leave ends no later than seventeen weeks from the beginning of the leave, or as otherwise required by the Employment Standards Act.

**24.12** Leave in excess of seventeen weeks required for medical reason relating directly to an employee's or sessional's pregnancy and/or delivery of an infant may be treated in accordance with Article 36 Sick Leave and Salary Continuance. In such case, the employee or sessional should immediately contact the Supervisor.

**24.13** Leave of absence in excess of the seventeen-week period, except for medical reasons (see .12 above) may be taken without salary in accordance with the Parental Leave Policy for up to an additional sixty-one (61) weeks and for additional time under Article 35 Leave of Absence.

- 24.14** Vacation entitlement and seniority will continue to accumulate during this leave.
- 24.15** An employee or sessional shall provide her Supervisor with as much advance notice as possible for the anticipated date of birth and discuss her future plans with regard to her employment at the University.
- 24.16** The Employee or sessional should make application through Western Human Resources for pregnancy leave at least three months in advance of the expected date of delivery (as confirmed by a doctor's certificate).
- 24.17** The Department of Human Resources to provide information and direction on the completion of the necessary documentation under this Policy.
- 24.18** Temporary employees and part-time employees will be eligible for Pregnancy Leave in accordance with the provisions of the Employment Standards Act.

### **ADOPTION LEAVE**

- 24.19** This article applies only to employees or sessionals defined in Article 4.03.
- 24.20** The Employer provides an adoption leave policy for employees or sessionals to assist them in the continuance of their service at the University.
- 24.21** Employees or sessionals are encouraged to discuss the nature of their ongoing commitment to the University with the Supervisor prior to the initiation of the leave.
- 24.22** Upon return to work, the employee or sessional is to return to the same position and salary.

- 24.23** The Employer provides benefits for adoption leave for employees or sessionals who have worked for the University for at least one year as of the probable date of the receipt of a child into an adopting parent's care and custody.
- 24.24** The adopting parent who applies for leave under these provisions must show conclusive evidence that he/she is the parent who will have the primary care of the adoptive child as established on The Employment Insurance Commission's files.
- 24.25** An employee or sessional is expected to work for the Employer for at least six months following the date of return from adoption leave. Should an employee or sessional not satisfy this condition, he/she will be indebted to the Employer for the sum of the monies paid to him/her by the Employer during his/her adoption leave.
- 24.26** Adoption leave is a flexible leave for up to seventeen weeks with pay and benefits as specified below. Sessional employees shall only be entitled to the provisions below for that portion of the year in which they otherwise would have been working if not for the adoption leave. Sessionals will be provided 4% in lieu of benefits during this time in accordance with Article 37.05.
- 24.27** An employee who qualifies for adoption leave under the provisions of this Adoption Leave Policy is eligible for:
- (a)** 95% of the salary at the time of the initiation of the leave paid by the University for the initial two-week waiting period prior to the commencement of Employment Insurance benefits, if any; and
  - (b)** Upon commencement of Employment Insurance Benefits, the difference between Employment Insurance benefits and 55% of the salary up to the maximum insurable earnings for Employment Insurance and 95% of the employee's salary at the time of the initiation of the leave, not to exceed sixteen weeks, paid by the

Employer, provided the employee or sessional makes application for and qualifies for S.E.I.B.

- (c)** An employee who qualifies for S.E.I.B without a waiting period described in clause (a) is entitled, upon commencement of Employment Insurance Benefits, to the difference between 55% of the employee's salary up to the maximum insurable earnings for Employment Insurance and 95% of the employee's salary at the time of the initiation of the leave, not to exceed seventeen weeks, paid by the Employer, provided the employee makes application for and qualifies for S.E.I.B.

In no case will the total amount of the S.E.I.B, unemployment gross benefits and any other earnings received by the employee or sessional exceed 95% of the employee's salary at the time of the initiation of the leave.

- 24.28** During the period of paid adoption leave, the Employer will continue the employee on full benefits through regular payroll deductions. Sessionals will be provided 4% in lieu of benefits for that period of the year that they would otherwise be working if not for the adoption leave.
- 24.29** Adoption leave for an employee or sessional who is adopting a child may be initiated as of the date on which the child comes into the employee's or sessional's care and custody and will end no more than seventeen weeks from that date.
- 24.30** Vacation entitlement and seniority will continue to accumulate during this leave.
- 24.31** An employee or sessional shall provide the Supervisor as much advance notice as possible of the employee's or sessional's intention to adopt and discuss future plans with regards to employment with the University .

**24.32** The Department of Human Resources to provide information and direction on the completion of the necessary documentation under this Policy.

## **PARENTAL LEAVE**

**24.33** In accordance with the provision of the current Employment Standards Act, an employee or sessional with thirteen weeks of continuous service is eligible for a flexible sixty -one week leave period if the member has also taken a Pregnancy Leave or up to sixty-three weeks otherwise, extended to the parents of a newborn or newly adopted child, as outlined in this article.

- (a)** The birth mother of a newborn child is eligible for such leave immediately following the pregnancy leave unless the child has not come into the full custody, care and control of a parent for the first time due to hospitalization.
- (b)** A parent who is not the birth mother of a newborn child is eligible for the leave within seventy-eight weeks after the child is born or comes into the full custody, care and control of a parent for the first time.
- (c)** Parents of a newly adopted child are eligible for the leave within seventy-eight weeks after the child is born or comes into the full custody, care and control of a parent for the first time.

**24.34** Employees or sessionals shall provide their Supervisor with as much advance notice as possible of the anticipated date on which the leave is to commence, but in any case a minimum of two weeks notice is required.

**24.35** Employment Insurance benefits may be claimed by one parent or shared between both parents.

- 24.36** An employee or sessional who has not received Supplemental Employment Benefits as outlined above for a Pregnancy or Adoption Leave, may qualify for Supplemental Employment Benefits for up to seventeen weeks of his or her Parental Leave on the same terms and conditions as the Supplemental Employment Benefits are provided to employees or sessionals for Pregnancy or Adoption Leaves.
- 24.37** Vacation entitlement and seniority will continue to accumulate during this leave.
- 24.38** During the period of parental leave, the Employer will continue the employee on the benefits normally fully paid by the Employer.
- 24.39** Temporary employees and part-time employees will be eligible for Parental Leave in accordance with the provisions of the Employment Standards Act.

## **Article 25 – EDUCATIONAL ASSISTANCE**

- 25.01** The Educational Assistance plan is established for the purpose of encouraging members to obtain additional education to assist in their career development on their own time and to provide financial assistance to those who do so.
- 25.02** The assistance is available to those members who are on payroll at the beginning and the completion of the course(s) involved. (Course completion date is the last day classes are held or the exam date, whichever is later.)
- 25.03** The course(s) must be related to the present work duties or anticipated career plan for the individual within the University. A course is defined as a series of academic lectures which culminates in an examination and/or grade being awarded.

- (a)** For courses taken for credit at The University of Western Ontario, the member will be reimbursed 100% of the equivalent undergraduate tuition fee per course. A maximum of \$100.00 will be reimbursed on submission of receipt upon the successful completion of a course for the purchase of textbooks. Tuition fees eligible for payment do not include any supplementary expenses such as books, lab fees or activity fees.
- (b)** For other courses, reimbursement will be on the basis of the tuition fee and materials fee (except books) of each course to a maximum of the tuition cost of two full undergraduate courses in the Faculty of Arts and Humanities at The University of Western Ontario per year (the year being June 1 to May 31). A maximum of \$100.00 will be reimbursed on submission of receipt upon the successful completion of a course for the purchase of textbooks.
- (c)** The course completion date will be the date used to determine the year to which this policy will apply.

- 25.04** If the Supervisor agrees to a course being taken during a regularly scheduled shift, the supervisor will establish alternate working arrangements.
- 25.05** The Employer may request members to take a certain course or study or seminars which will be advantageous to both the member and to the University itself. In such instances, the Facilities Management Department will bear the full cost and will grant the member sufficient time away from normal duties to pursue the course of study.
- 25.06** Provided a member has completed a course for credit at The University of Western Ontario under the Educational Assistance Policy, the tuition fee (excluding activity fee) for all future

U.W.O. credit courses will be paid in advance by the University, subject in all cases to all other requirements of the educational Assistance Policy being met.

- 25.07** Applications for Educational Assistance are available on the Human Resources website.
- 25.08** Completed applications, with the required documentation attached, are to be forwarded to Human Resources, Room 5100, Support Services-Building-for authorization prior to commencement of the course(s).
- 25.09** Applicants will be advised as soon as possible if their application has not been approved .
- 25.10** Once the course has been completed, proof that the course was passed and tuition fee paid (fee receipt) must be submitted to Human Resources.
- 25.11** Reimbursement shall be by direct payment to the member or paid in advance as per provision .06 above, and the payment will be reported as a taxable benefit.
- 25.12** A tuition scholarship program for dependent children of employees is established. The scholarship is \$1,200 per annum with the following criteria/conditions:
- The employee must be a Regular Full Time or Sessional employee.
  - The student must be under the age of 26 years and enrolled as a full-time student in a degree program at the University of Western Ontario (main campus; affiliated university colleges are included).

- Accessibility to the tuition scholarship is limited to four years, though not necessarily consecutive years.
- Progression academic requirements (maintain 70% or better average) must be satisfied to maintain eligibility. If the dependent does not achieve a 70% average, there is no scholarship awarded for the following academic year.

**25.13** Apprentices while attending trade school are eligible for a maximum of \$300 to be reimbursed on submission of receipt upon the successful completion of a course for the purchase of textbooks.

## **Article 26 – BEREAVEMENT LEAVE**

**26.01** A Member grieving the loss of an immediate family member defined as spouse, parent, grandparent, grandchild, stepchild, mother in-law, father in-law, daughter, daughter-in-law, son, son in-law, brother, brother in-law, sister, sister in-law or step-parent will be granted a three day leave of absence without loss in pay. The definition of spouse and immediate family member is deemed to include common-law and same-sex partner relationships.

**26.02** Upon request such additional time off without pay may be granted as is necessary to make arrangements or for long distance travelling.

## **Article 27 – COMPASSIONATE LEAVE**

**27.01** When members require time off because of extraordinary or compassionate circumstances (e.g. to attend funerals of friends and distant relatives (not covered in Article 26), to attend to urgent health needs of his/her family, to obtain legal counsel)

the Employer may give time off to the member provided the member uses accrued vacation or overtime to offset the loss in time or by agreement with the Supervisor, makes up the time.

- 27.02** Members will be required to explain the need for such absence and any time off will be limited to those needs which cannot be attended to outside working hours.

## **Article 28 – BULLETIN BOARDS**

- 28.01** The Employer will provide bulletin boards in mutually agreed locations which will be used by the Union for posting notices.

- 28.02** The posting, removal and policing of Union boards will be done by the Steward or designate provided such postings have been approved in advance by the President or Vice President of the Union.

## **Article 29 – CALL-IN PAY**

Applicable to Facilities Management Only

- 29.01** A member who is required to report to work before his/her scheduled hours of work will receive a minimum of three (3) hours' pay at one and one-half times (1 1/2x) his/her base hourly rate.
- 29.02** SLEEP TIME -In recognition that staff may be too fatigued to resume their normal shift after spending a significant number of hours on campus during their on - call period, the following will apply.

If members of Trades shops (excluding Landscape Services) and Caretakers are called in between the hours of 2:00 a.m. and 5:00 a.m., they will not be required to resume their normal shift until four (4) hours later than their normal start time. If same

members choose to start their normal shift at the normal start time, they can leave four (4) hours early. They will be paid for their entire shift. If a member is called at 5:00 a.m. or later, he/she will carry on working their normal shift and will be allowed to leave early.

SLEEP TIME hours will not be permitted to be accumulated to be used at a later date.

**29.03** PHONE CALLS - In recognition that members of Trades and Caretakers may spend a significant amount of time on the phone helping the call-in person through a technical problem, those members who provide this service will be compensated in the amount of one (1) hour at the overtime rate. The on-call person will record all phone calls of support on the appropriate on-call report form and will need to submit a timecard related to this call.

**29.04** ON-CALL VEHICLE - In recognition that on-call personnel may suffer some personal hardship in having to use their own personal vehicle during their call-in assignment, members will be permitted the use of a UWO vehicle for the sole purpose of attending to their call-in assignment and will not be used for personal business. The on-call person must declare his/her intention of using the vehicle at least one week in advance. Declining use of the vehicle for this purpose does not entitle FM staff to claim mileage.

## **Article 30 – STAND-BY COMPENSATION**

**30.01** As an integral part of some employees' or sessionals' job responsibilities there is a requirement to serve stand-by assignments. During such assignments, the employees or sessionals must carry a cell phone and must be available for call-in via telephone, and when called, arrive on campus within a reasonable timeframe. The Employer will post the on-call assignment lists for the Mechanical Trades

Personnel and the Electrical Trades Personnel by November 15<sup>th</sup> of each year, for each subsequent year of stand-by assignment spanning January 1<sup>st</sup> to December 31<sup>st</sup>.

### **Applicable to Facilities Management Only**

**30.02** The payments for these periods of stand-by will be as below:

Monday to Friday (excludes Statutory Holidays) - 1 hour per day  
- Lead Hand Electrician Rate.

Saturday and Sunday – 1.25 hours per day - Lead Hand Electrician Rate.

Statutory Holidays – 1.5 hours per day - Lead Hand Electrician Rate.

### **Applicable to Thompson Recreation and Athletic Centre Only**

**30.03** The payments for these periods of stand-by will be as below:

Oct. 1 to March 31 each calendar year - One half (1/2) hour standby at Arena Operator Rate

April 1 to Sept. 30 each calendar year - One hour (1) standby at Arena Operator Rate

## **Article 31 – GUARANTEED HOUSING LOAN**

**31.01** The terms of the plan for which employees may be eligible are outlined in detail in policy 2. 7 of the Manual of Administrative Policies and Procedures. For further information and application forms contact the Corporate Accounting Office in the Finance Service Division.

## **Article 32 – HEALTH CARE APPOINTMENTS**

- 32.01** Whenever possible, employees and sessionals will arrange medical and dental appointments at times other than working hours.
- 32.02** When it is not possible to make health care appointments outside working hours, employees and sessionals will arrange their appointments as near as possible to the beginning or end of the work day.
- 32.03** If health care appointments must be made during working hours, the employee's or sessional's immediate supervisor must be notified several days in advance of the appointment .Where not possible, unless exceptional circumstances exist, time off may be granted without pay.
- 32.04** Appointments for health care will normally be considered leave of absence with pay.

## **Article 33 – HOLIDAYS**

- 33.01** All employees and sessionals during their regularly recurring period of work, subject to the provisions of this Article, shall receive pay at their earning rate for the following statutory holidays provided the Employer, at its discretion, may determine the precise date on which the holidays are honoured:

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday

Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
President's Day

- 33.02** In addition, each employee and sessional will be entitled to two floating holidays to be taken, subject to the work requirements of the unit, at the employee's request, such request shall not be unreasonably denied. Such floating holidays shall be taken by June 30th each year and shall not be subject to carry forward to the next year.
- 33.03** An employee and sessional is eligible for holiday pay as described above if present on his/her regular scheduled shift immediately preceding and immediately following the holiday unless any absence is for reason satisfactory to the Employer.
- 33.04** When the President's Day falls on a day which is not normally a working day, an alternate day will be specified by the Employer.
- 33.05** When one of the above holidays falls on the regular day off or during vacation of any employee, another day off shall be arranged by the agreement of the individual and the Supervisor.
- 33.06** When one of the above holidays falls during sick leave or an approved leave of absence, no entitlement will accrue to the employee or sessional.
- 33.07** Employees and sessionals who are required to work on a holiday under .01, shall receive their regular pay plus overtime as defined in Article 14 section .04(a), for all hours worked on that statutory holiday.
- 33.08** Thompson Recreation and Athletic Centre employees who are required to work on a holiday under .01 shall receive their regular pay plus overtime as defined in Article 15 section .04, for all hours worked on that statutory holiday.
- 33.09** For all cases, the method of reimbursement should be agreed to by the employee or sessional and the Supervisor prior to the work being undertaken on a holiday. If time off is the agreed-upon method of reimbursement, such entitlement must be used during the calendar month in which it is earned.

- 33.10** Employees or sessionals will not be paid for any of the above holidays should they fall during an unpaid leave of absence.
- 33.11** Temporary employees and part-time employees will be provided statutory holidays in accordance with the provisions of the Employment Standards Act. In addition, such part-time employees will be provided the Civic Holiday and President's Day as statutory holidays provided in the case of President's Day such employees were scheduled to work and worked the second last full working day prior to President's Day.

## **Article 34 – JURY OR WITNESS DUTY PAY**

- 34.01** Subject to the employment contract for temporary employees and part time employees, a member who is subpoenaed for jury or witness duty will receive for each day of absence thereof the difference between the member's regular pay computed at the member's base hourly rate and the amount of jury or witness fee received, provided that the member furnishes the Employer with a certificate of service signed by the Clerk of the Court showing the amount of jury or witness fee received.

## **Article 35 – LEAVE OF ABSENCE**

- 35.01** Subject to the work requirements, the Employer may in its discretion, continue to grant leaves of absence without pay to employees, sessionals, or part time employees who have completed their probationary period, for legitimate personal reasons.
- 35.02** Vacation is not earned during unpaid leaves of absence longer than 2 weeks.

- 35.03** Subject to the work requirements, and the provision of thirty (30) days written notice from the Union the Employer will grant a leave of absence with pay for up to three (3) employees, sessionals, or part time employees, who have completed their probationary period, who are elected or appointed to represent the Union at Divisional and National Conventions of the Canadian Union of Public Employees. The Union agrees to reimburse the Employer for the full cost of wages and benefits paid to those employees, sessionals or part-time employees granted leaves under this Section. It is further understood that the total of such leave requests will not exceed twenty-five (25) working days per member within any twenty-four (24) month period.
- 35.04** An employee, sessional, or part time employee, who has completed their probationary period, is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated or is elected to Public Office, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of one (1) year; such leave may be renewed in successive years provided that the leave of absence shall not exceed four (4) years in total.
- 35.05** Subject to the work requirements, the Employer may in its discretion grant a leave of absence with pay in accordance with the following:
- (a)** As a matter of convenience to those persons who are elected to the Executive Committee of the Union, the University agrees to continue payment of wages at the normal rate of pay for the period of time employees, sessionals, or part-time employees of the Union Executive Committee are in attendance at regular Union meetings. In consideration of the Employer's action in this regard, the Union agrees to reimburse the Employer for the full cost of the wages and benefits paid to members of the Union Executive Committee while in attendance at regular Union meetings upon the receipt

of an invoice to be provided to the Treasurer of the Union by the Employer. Nothing in the within clause shall be so interpreted or construed as to require the Employer to pay wages for attendance at regular meetings of the Union held outside the scheduled working hours of an employee. If mutually agreeable between the Employer and the employee, sessional, or part time employees who have completed their probationary period, the member may make up the time.

- (b)** Further, the University agrees to continue payment of wages at the normal rate of pay for the period of time Stewards are in attendance at regular membership meetings if held during their scheduled working hours and provided the University has received written notification of intent three (3) working days prior to the date of the said meeting. In consideration of the Employer's action in this regard, the Union agrees to reimburse the Employer for the full cost of the wages and benefits paid to Stewards while in attendance at regular membership meetings upon the receipt of an invoice to be provided to the Treasurer of the Union by the Employer. Nothing in the within clause shall be so interpreted or construed as to require the Employer to pay wages for attendance at regular membership meetings of the Union held outside the scheduled working hours of an employee. If mutually agreeable between the Employer and the employee, sessional or part-time employees who have completed their probationary period the member may make up the time.

## **Article 36 – SICK LEAVE**

**36.01** Employees and sessionals are eligible to receive full salary while absent from work due to illness or injury up to a maximum of 15 consecutive weeks except as described in a) and b) below.

**(a)** An employee or sessional is entitled to the unused portion of the original 15 week period of sick leave if there is a recurrence of the same or related illness or injury during the first 3 weeks following an employee's or sessional's return to work on a full-time basis. Return to work on a full time basis means the employee or sessional is able to work his/ her normal weekly schedule and perform the essential duties of his/ her classification.

**(b)** An employee or sessional is entitled to the unused portion of the original 15 week period of sick leave if any illness or injury occurs while the employee or sessional is participating in the Rehabilitation and Accommodation Program .

**36.02** Subject to Article 36.01 above, employees or sessionals who return to work on a full-time basis from any sick leave regardless of duration are again eligible for the full 15 weeks of sick leave. Return to work on a full-time basis means the employee or sessional is able to work his/ her normal weekly schedule and perform the essential duties of his/ her classification .

**36.03** Employees or sessionals are to notify their Supervisor as early as possible of their absence and expected date of return to work on a full-time basis .

**36.04 (a)** The Employer and the Union support the application of the Rehabilitation and Accommodation Program which

applies a collaborative approach to supporting ill or injured members in remaining at or returning to work regardless if the illness or injury was work related.

Members will participate in such a program, if possible, in light of their medical condition. The Program is focused on the coordinated efforts of the individual, his/her physician, his/her supervisor and the Rehabilitation Coordinator. Individuals attending meetings regarding their Rehabilitation and accommodation Program may be accompanied by a representative of the Union.

- (b)** The Joint Rehabilitation and Accommodation Committee shall be structured, with equal management and union members, to facilitate the rehabilitation and accommodation process. To enhance the effectiveness of the Committee, the Employer will endeavour to support the Committee through appropriate education and resources.

**36.05** The Employer reserves the right to require medical certification of illness or injury and/or a medical certification by a qualified physician. The Employer may request an additional medical certification of the illness or injury and/or medical examination by a second qualified physician to be chosen from a list which has been agreed to by the Union and the Employer. Any cost associated with the second certification will not be at the member's expense. The information from the second certification will be released to Staff/Faculty Health or, if the individual is participating in the Rehabilitation and Accommodation Program, to the Rehabilitation Coordinator.

- (a)** In any event, at the beginning of an absence and at regular intervals thereafter (eg. Every two weeks), the member will keep his/her Supervisor informed of his/her medical status and tentative return to work date.

- (b)** At the time of his/her return to work after each sick leave absence of two weeks or more the member must provide his/her Supervisor with a physician's note certifying that the employee has been in the care of a physician and:
- i) that the member is able to return to work on a full time basis without restrictions, or
  - ii) that the member is able to return to work, with the nature and duration of any work restrictions described.

**36.06** All WSIB allowances will be received directly by the Employer for the first 15 weeks of sick leave during which time full pay will be given to the employee or sessional. If the disability continues, WSIB will pay the employee or sessional directly

**36.07** Employees and sessionals will continue to accrue seniority during periods of absence due to illness or injury, whether or not work related. Any probationary period as per Article 4.07 (b) will be extended by any scheduled hours not worked due to illness or injury.

**36.08** Sessionals as defined in Article 4.04 will become eligible for Sick Leave Benefits under this Article each year only if the sessionals have returned to work on a regular recurring period of work and have completed two consecutive weeks of regular scheduled work.

**36.09** Neither the Sick Leave Benefits nor other components of this Article are available to sessionals, as defined in Article 4.04, while on lay-off or during the regular recurring absence or during a period they would normally be on a regular recurring absence.

## **Article 37 – STAFF BENEFITS & PENSION**

- 37.01 (a)** All employees under this Agreement will be provided with Staff Benefits as outlined in Appendix D. Employees will be provided with an electronic copy of the Benefit Booklet and the Union will be provided with copies of the Group Insurers master contract and the pension Plan for administrative Staff.
- (b)** A Health Care Spending Account (HCSA) will be provided for active Employees for the purposes of reimbursement of medical expenses not otherwise covered by the Benefit Plans. Eligible expenses include expenses that qualify for the medical expense tax credit, as defined by the Income Tax Act (Canada) and its Regulations. Each active employee will be allocated \$525 per calendar year (for family coverage) or \$300 per calendar year (for single coverage) for their HCSA. Effective January 1, 2022, each active employee will be allocated \$525 per calendar year (for family coverage) or \$300 per calendar year (for single coverage) for their HCSA. Unused funds from the HCSA may be carried forward one calendar year, but not beyond. HCSA allocations remaining unused at the end of the second calendar year will be forfeited.
- 37.02** Where the salary of an employee in any month is not sufficient to pay the required employee contributions to the benefits programs, the contributions of the employer towards the benefits programs are discontinued. Employees may continue these benefits by making appropriate arrangements with the Department of Pensions and Benefits at the time of layoff or leave.

**37.03** During periods of Long-Term Disability or WSIB where no salary is being paid by the Employer, all compulsory group insurance and pension benefits in force at the commencement of the sick leave will be continued by the Employer. The Educational Assistance plan, Article 25, will be continued while employees are on Long-Term Disability or WSIB provided the employees are not eligible for such coverage under the provisions of the aforementioned plans.

**37.04** Sessionals and part-time employees may participate in the Pension Plan for Administrative Staff provided they satisfy the eligibility requirements of the Plan.

- (a) Effective January 1, 2022, Sessional and part time employees who meet the qualifications for the Pension Plan for Administrative staff as an other than a Full-Time Administrative Staff Employee, will be automatically enrolled in the pension plan and begin contributing to the plan in accordance with the official Pension Plan documents unless the Sessional or Part Time employee informs the University in writing of their irrevocable election to not participate, within 30 days of being enrolled.
- (b) Effective January 1, 2022, Full-time Employees are required to become a Member of the Plan no later than the first day of any month coinciding with or following the date of employment as a Full-Time Administrative Staff Employee, as a condition of employment.
- (c) Contributions to the Pension Plan shall be made for Full-time employees and eligible Sessional and part time employees in accordance with the current official plan documents, namely as follows:

University contributions:

- 7.5% of Pensionable Earnings if service under 10 years; or
- 8.0% of Pensionable Earnings if service more than 10 years,

but less than 20 years; or  
8.5% of Pensionable Earnings if service more than 20 years.

Pensionable Earnings shall be defined in accordance with section I (23.) of the Pension Plan for Administrative Staff.

**Employee Required contributions:**

The required rate of employee contribution is two and one-half per cent (2.5%) of the Member's Pensionable Earnings.

**Employee Voluntary contributions:**

An Employee may elect to make additional voluntary contributions to the Pension Fund provided that such contributions shall be limited to the money purchase limit as defined by the Income Tax Act.

(d) There will be no pension contributions beyond the end of year in which an employee attains the age of 69.

**37.05 (a)** Sessionals as defined in Article 4.04 will not be covered under this Article except for .04 above. However, sessionals under this Agreement will receive an additional 4% per hour for each straight time hour worked in lieu of benefits. This additional payment will not be included for the purpose of computing any premium or overtime payment.

**(b)** i) The level of Group Long Term Disability Insurance benefit will be 70%.

ii) Employees under this agreement will contribute 15% towards any benefit claim made under the Group Extended Health Insurance Plan and the Group Dental Insurance Plan to a maximum of \$450 per calendar year for single coverage and \$900 per calendar year for family coverage.

- 37.06 (a)** A retiree who retired prior to 1 July, 2000 shall continue to receive the same Group Extended Health Insurance Plan coverage as he was receiving at retirement, without employee contribution.
- (b)** For employees who retire between 1 July, 2000 and 31 December, 2001, benefits under the Group Extended Health Insurance Plan, and Group Dental Plan will be continued for retirees who have 5 or more years of seniority under Article 11 at retirement. These benefits will be provided under the provisions of the relevant group insurance policies in place prior to ratification.
- (c)** For those employees who retire on or after 1 January, 2002, benefits under the Group Extended Health Insurance Plan, and Group Dental Plan will be continued for retirees who have 5 or more years of seniority under Article 11 at retirement. These benefits will be provided under the provisions of the relevant group insurance policies in accordance with 37.05 b).
- (d)** For those employees who are hired after July 1, 2007, benefits under the Group Extended Health Insurance Plan, and Group Dental Plan will be continued for retirees who have ten (10) or more years of seniority under Article 11 at retirement. These benefits will be provided under the provisions of the relevant group insurance policies in accordance with 37.05 b).
- 37.07** The Employer may change the group insurance plan carrier or alter specific terms of the group insurance plans provided the insurance maintains equal or better coverage.
- 37.08** All members will have access to the Employee Assistance Program (EAP) provided by the Employer as long as the program is offered by the University.

**37.09** Apprentices while attending trade school will have the following benefits continued by the Employer; Basic Group Life Insurance, Extended Health Insurance, Group Dental Plan, Ontario Health Insurance Plan.

**37.10** Post Normal Retirement Age (65) Benefits

In order to ensure clarity between the parties the following outlines the Post Normal Retirement Age Benefits for all employees who achieve retirement eligibility and decide to remain at work.

This proposal is made without prejudice to any matters currently between the parties and with the Understanding that Grievance 2007-02 and 2007-03 are withdrawn by the Union and considered resolved.

After achieving Normal Retirement Age an employee will be eligible for the following benefits programs if they remain actively employed on a full time basis after achieving NRD:

- Administrative Staff pension plan (contributions will continue up until the earlier of your retirement date or the end of the year you attain age 69)
- Dental (includes coverage for your spouse)
- Extended Health including Vision and Out of Country coverage
- Sick leave - up to a maximum of 15 weeks in any twelve (12) month period and if the employee is still unable to return to regular duties they will retire with post retirement benefits program, if eligible.
- Parental Leave
- Compassionate Leave
- Bereavement Leave
- Educational Assistance
- Vacation
- Long Service Awards
- Employee Assistance

- Employees may elect to convert the amount of life insurance in force as at your Normal Retirement Date, up to a maximum of \$200,000, to a private policy within 31 days. Premiums for this private policy are 100% paid by the employee.
- You may also elect to convert your Voluntary Personal Accident Insurance to a private policy.
- Will provide a \$15,000 Life Insurance while continuing to work past age 65. (Which is the same \$15,000 as provided with Retiree package.)

After achieving Normal Retirement Age the following benefits programs for active full time employees will cease:

- Basic Life Insurance
- Voluntary Personal Accident Insurance
- Long Term Disability
- Canada Pension Plan (CPP) - if an employee has been approved to receive CPP retirement benefits

Employees who have reached Normal Retirement Date and if eligible will use the Ontario Drug Benefit as first payer.

Any drugs not covered by ODBP that are covered by the University Plan may be submitted for reimbursement.

- 37.11** Employees shall provide the Manager or Director with minimum 90 calendar days' written notice of their intention to retire and indicate the date of the retirement. Where exceptional circumstance exist, an employee may request that Western reduce this notice period. Western shall not unreasonably deny such request.

Western shall provide and extend to all retirees (as per 37.06):

- (a) Retiree parking privileges in accordance with Western's Parking Policy.
- (b) Library borrowing privileges in accordance with Western Libraries Policy.

- (c) Access to Western Campus Recreation facilities at the fee level established by Campus Recreation in accordance with Campus Recreation Policy.

## **Article 38 – CONTRACTING OUT**

- 38.01** Should there be "contracting out" of any employee's job covered by the scope of this Agreement in whole or in part during the course of this Agreement, the University shall make every effort, consistent with its obligation to operate in an efficient and economical manner, to retain employees displaced thereby, by granting such employees an opportunity for on-the-job retraining, (as provided for in .04 (i) below) if necessary, for available jobs within the bargaining unit and no employee will be laid off as an immediate result thereof .
- 38.02** Ninety (90) days prior to the "contracting out" of any job (in whole or in part) which would result in the lay-off of an employee during the course of the agreement, the University shall:
- i) provide the union with the economic data related to the "contracting out" and discuss with the union the nature and rationale of the action,
  - ii) discuss any alternate means of achieving the necessary level of efficiency and economies, and
  - iii) where possible use attrition to minimize the impact on the employees.
- 38.03** In the event an employee is to be laid-off as a direct result of contracting out by the University he/she will receive notice or pay in lieu of notice or combination thereof equivalent to one week for each half year of completed service. This notice would be in addition to that provided in Article 19 - Termination Notice Section .01.

**38.04** Should an employee be placed on a permanent lay off (i.e. leading to termination) the University will provide the following assistance:

- i) if a position is open elsewhere in the bargaining unit at the permanently laid-off employee's classification level or lower, the most qualified such employee affected, who has the minimum required qualifications, will be *offered* the position and provided a maximum of four (4) months job-related training,
- ii) if a position is open outside the bargaining unit within the University, the permanently laid-off employee will be given consideration provided the employee is qualified to perform the duties and responsibilities of that position. The Human Resources and the hiring Department will be responsible for assessing the qualifications and suitability of the candidate, and
- iii) in the event the preceding options are not available, relocation counselling will be provided through Human Resources of the University.

## **Article 39 – WAGES**

**39.01** The University agrees to pay the wages outlined in Schedule A.

## **Article 40 – MILEAGE**

**40.01** Members using their own vehicles for approved transportation between work sites or for any other approved business will receive the kilometer rate as per the University's policy.

## **Article 41 – EMERGENCY CLOSING PROCEDURES**

- 41.01** Members during their regular recurring period of work will suffer no loss in pay when the University is officially closed for emergency reasons on their regular scheduled day.
- 41.02** In addition to any entitlement under .01 above, Facilities Management members reporting for work when requested under this Article shall receive overtime as defined in Article 14, Section .04 (a) .
- 41.03** In addition to any entitlement under .01 above, Thompson Recreation and Athletic Centre members reporting for work when requested under this Article shall receive overtime as defined in Article 15, Section .04.

## **Article 42 – TOOL ALLOWANCE**

Facilities Management Only

- 42.01** Employees and sessionals will be provided with an annual tool reimbursement by 30 June, as delineated in the following schedule provided the tool relates to the trade of the employee or sessional. These employees and sessionals are expected to provide and maintain their personal tools to successfully complete their job duties.

### **Tool Allowance Occupational Group/Classification**

#### **A) \$60**

- all employees or sessionals in the Occupational Group of Painter.
- all employees or sessionals with the serviceperson designation in all Occupational Groups.

#### **B) \$120**

- all employees or sessionals in the Occupational Group of Electrical, Electromechanical, A.C.M.F., Plumber/Fitter, Carpenter, Locksmith except employees or sessionals with the classification of servicepersons who are eligible for the amount indicated in a) above.
- all employees or sessionals with the Vehicle Service Mechanic classification.
- all employees or sessionals with the Residence Service Mechanic classification

**C) \$160**

- all employees or sessionals with the classification of Vehicle Mechanic.

## **Article 43 – CHRISTMAS – DESIGNATED DAYS**

**43.01** The University will designate between one and three days off during the Christmas period.

- (a)** Employees or sessionals who are scheduled to work on these designated days will be provided equivalent straight time off for all hours worked.

**43.02** In accordance with the vacation time allocation criteria in Article 22 Vacations, sections .06 and .07, an employee may obtain confirmation of their time off during the Christmas to New Year's period and will not be scheduled to work.

## **Article 44 – EQUIPMENT MONITORING**

Applicable only to the Thompson Recreation and Athletic Centre

**44.01** When Thompson Recreation and Athletic Centre is closed and a monitoring check of the equipment is required any employee who may conduct that check will be paid a minimum of 3 hours a day.

- 44.02** Equipment monitoring pay will be paid at the hourly earning rate or time off in lieu of the hours worked will be arranged by the Manager if the time off remuneration choice is requested by the employee and mutually agreeable time is available.
- 44.03** This article replaces and takes precedent over Article 15 Hours of Work (Applicable Only to Employees of Thompson Recreation and Athletic Centre) when the Thompson Recreation and Athletic Centre is closed and not open for business.

## **Article 45 – PROFESSIONAL LICENSING FEES**

- 45.01** The Employer will reimburse the annual costs, for those employees who are required to maintain membership under the *Ontario College of Trades and Apprenticeship Act*, or a license or membership under an equivalent regulating authority, as a condition of practicing his or her trade and/or as a condition of employment at the University. Annual costs shall be considered from July 1 to June 30.
- 45.02** Employees will be required to show a current license or membership to the Employer, and will provide proof of renewal prior to the expiry of the previous license or membership on an annual basis, or such other time period as mandated by the regulating authority. Proof of renewal will be provided prior to the expiry of the previous license or membership.

## **Article 46 – DURATION**

**46.01** Except the base increases cited on Schedule A, all the monetary and non-monetary provisions of the Agreement shall continue in effect from the date of ratification until 30 June 2024 and shall continue automatically thereafter for annual periods of one year unless either party informs the other in writing not less than 30 days and not more than 90 days prior to the expiration day that it desires to amend or terminate this Agreement.

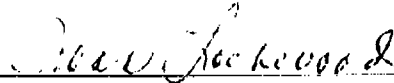
In witness whereof, the Parties have executed this Agreement as of the 5 day of April, 2022.

For the University

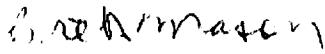
For the Union



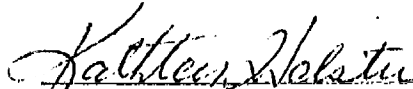
Alan Shepard  
President & Vice Chancellor



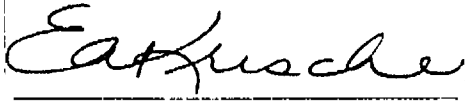
Joan Lockwood



Brett Mason



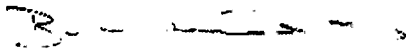
Kathleen Webster



Elizabeth Krische



Steve Pepper



Bryan Wakefield



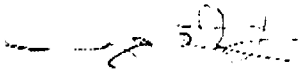
Lonnie Adams



Chris Bumbacco



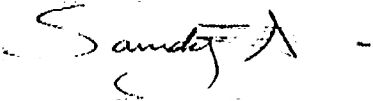
Andrew Flegel



Kelly Seguin



Scott Parker



Sandy Del Vasto



Jennifer Quinn

## **APPENDIX A – Occupational Groups**

### **Electrical/Controls**

Lead Electrician  
Leader Control Mechanic  
Electrician  
Control Mechanic  
Apprentice  
Electrician Service Mechanic  
Electrical Serviceperson

### **Electromechanical**

Lead Elevator Mechanic  
Lead Motor Mechanic  
Elevator Mechanic  
Emergency Generator Systems  
Mechanic  
Electrical/Mechanical General  
Service Mechanic\*  
Electrician Service Mechanic  
Electrical Serviceperson  
Apprentice

### **A.C.M.F**

Lead HVAC Technician  
Lead Refrigeration Mechanic  
Lead Sheet Metal Mechanic  
HVAC Technician  
Refrigeration Mechanic  
Sheet Metal Mechanic  
Welder  
Gas Technician 1  
Sheet Metal Service Mechanic  
Refrigeration Service Mechanic

Refrigeration Serviceperson  
Apprentice

### **Plumber/Fitter**

Lead Plumber  
Lead Fitter  
Plumber  
Fitter  
Plumber Service Mechanic  
Apprentice

### **Carpenter Shop**

Lead Carpenter  
Lead Asbestos Worker  
Carpenter  
Roofing Mechanic  
Asbestos Worker  
Carpenter/Asbestos Service  
Mechanic  
Asbestos Serviceperson  
Apprentice

### **Thompson Recreation and Athletic Centre**

Recreation Facility Operator I  
Recreation Facility Operator II

### **Building Services**

Lead Caretaker  
Caretaker  
Housekeeper

**Landscape Services**

Lead Horticulturalist

Lead Landscape Operator

Lead Landscape Technician

Horticulturalist

Landscape Technician

Landscape Operator

Groundsperson

**Vehicle Shop**

Lead Vehicle Mechanic

Vehicle Mechanic

Vehicle Service Mechanic

Apprentice

**Paint Shop**

Lead Painter

Painter

Painter Service Mechanic

Apprentice

**Lock Shop**

Lead Locksmith

Locksmith Service Mechanic

Residence Service Mechanic

Locksmith

\* Maximum number of positions permissible is twelve (12)

## **APPENDIX B – Maintenance Trades Division Altered Work Week Policy**

Facilities Management employees and management have developed a combined staggered and compressed work week format that will allow an employee to select his/her starting time and to enable additional days off during the normal work week. The following are the guidelines and regulations that have been agreed to for the implementation of the scheme:

1. This is a mutual agreement that can be withdrawn by either group if either the community or personnel are adversely affected.
2.
  - a) Starting times shall be 6:30, 7:00, 7:30, 8:00, 8:30 and 9:00 a.m.
  - b) Quitting times shall be 3:00, 3:30, 4:00, 4:30, 5:00 and 5:30 p.m.
  - c) The term standard working day shall mean 8:00 a.m. - 4:30 p.m.
  - d) Unpaid meal periods and paid rest breaks shall be based on assigned shift schedule.
3.
  - a) Statutory holidays will be scheduled as an 8 hour day.
  - b) Sick and compassionate leave will be charged on the basis of the time pattern the employee is working. i.e., if the employee would have worked a nine hour day, his/her leave would constitute a 9 hour charge against his/her sick and compassionate leave allowances. (See Clarification below)
  - c) In the event of a job related accident, i.e., compensation, the employee's credit is frozen until his/her return to work. (See Addendum)
4. The planned work day shall consist of exactly 8, 8.5 or 9 hours.
5. Each employee wishing to vary their daily working hours from the standard 8:00 a.m. to 4:30 p.m. period shall submit his/her monthly proposed schedules on the 15th of the month for approval.

6. The supervisor on receipt of the proposed work schedules will assess the total hours available for each day of the coming month and assure that the commitments of the shop can be met.  
Based on his/her evaluation, the proposed schedules may be accepted, modified or refused in order to assure "8:00 to 4:30" coverage of all the necessary trades services.
7. Management reserves the right to change hours due to sick absences, and other factors not within their control, on 48 hour notice.

#### **GENERAL**

- a) The total number of hours that the employee elected to work during a given month will be compared to the "Facilities Management Required Hours".
- b) In the case where the employee is in a deficit position, he/she will be allowed to carry this deficit until it has reached 8 hours. At this point the deficit must be eliminated by working either additional hours (to a 9 hour day maximum) or an extra 8 hour day.  
In the case where an employee wishes to build up surplus hours for use as an extended time off, this will be pre-planned with the proposed days off being specifically designated.
- c) The above hours will not affect short/over time hours and shall be considered as a separate entity.

#### **Clarification of 3B - April I, 1979**

During the month an employee is off, sick time is to be charged as per approved schedule submitted for the remainder of that month.

If sickness of periods 1 week or longer from the current month continues into the next month, the altered work week reverts to the normal 8-hour day until the following week after return to work.

Approval must be obtained from the supervisor to revert to the previously submitted altered work week schedule.

### **Addendum**

When an employee is absent due to a lost time accident and is operating under the trades altered work week plan, for the balance of the week in which the lost time accident occurred, we honour the altered work week hours as submitted. This would mean recording "lost time days" at nine hours, two hours to 25% compensation, seven hours to 75% compensation where applicable. If the employee did not return to work on the Monday following the date of the accident, then that week would be recorded as a normal 40 hour week, 8 hours per day. Further, that week would continue as a normal 40 hour week for any balance worked, such as a return on a Wednesday or Thursday. Having returned to work part way through the week following the accident, the next week would revert to the submitted altered work week pattern.

## APPENDIX C – Benefits & PENSION

PLAN	CONTRIBUTIONS	
	EMPLOYER SHARE	EMPLOYEE SHARE
Basic Group Life	Full cost of first \$25,000 of insurance + additional insurance funded by E.I. rate reduction	Full cost of insurance in excess of that paid by Employer
Extended Health Insurance	As per coinsurance	As per coinsurance
Group Long Term Disability Insurance	100%	0%
Group Dental Plan	As per coinsurance	As per coinsurance
Pension Plan*	7.5% Pensionable Earnings if service under 10 years; or 8.0% Pensionable Earnings if service is more than 10, but less than 20 years of service or; 8.5% Pensionable Earnings if service is more than 20 years of service  Pensionable Earnings shall be defined in accordance with section I (23.) of the Pension Plan for Administrative Staff	2.5% Of Pensionable Earnings
Canada Pension Plan	As required	As required
Ontario Hospital Insurance Plan	100%	0%

Employment Insurance	As required	As required
Group Life (Optional)	NIL	Full premium according to age and amount of insurance selected
Dependent Life Insurance (Optional)	NIL	Full premium according to age and amount of insurance selected
Accidental Death and Dismemberment (Optional)	NIL	Full premium according to age and amount of insurance selected
Employee Voluntary Pension Plan contributions (Optional)	NIL	Voluntary contributions to the Pension Plan provided that such contributions shall be limited to the money purchase limit as defined by the Income Tax Act

## **APPENDIX C**

### **GROUP INSURANCE BENEFIT PLAN AMENDMENTS**

#### **GENERIC SUBSTITUTIONS:**

Where the drug dispensed is interchangeable with any other drug, the charges for such drug will not exceed the cost of the lowest priced interchangeable drug, unless the written prescription prohibits the dispensing of any substitute for the drug prescribed.

#### **PRESCRIPTION DRUGS:**

In the treatment of an injury or illness, the following drugs will be considered eligible expenses if dispensed by a licensed physician or dentist, or by a licensed pharmacist on the written prescription of a licensed physician or dentist;

- a) drugs legally requiring a prescription in accordance with the Food and Drug Act, Canada or similar provincial legislation;
- b) drugs not legally requiring a prescription, but which are in an injectable format, or are life-sustaining.

#### **FORMULARY:**

CUPE 2361 agrees to participate equally with the administration and other employee groups in the establishment of a drug formulary. As part of the undertaking the following issues will be discussed:

- A. The legal implications of a formulary
- B. The method of addition to and deletion from the formulary of covered drugs

C. Evaluate of the appropriateness of an appeal process

DENTAL PLAN:

Regular Dental Examinations;

No benefit will be paid for more than one routine dental examination and cleaning for a covered person during any period of nine consecutive months.

LONG TERM DISABILITY:

During the first 24 months of absence, staff members will be considered to be disabled and eligible for benefits if they are unable to perform their "own occupation". Beyond 24 months individuals who are not able to perform the duties of their own or any other occupation for which they are reasonably fitted by education, training or experience and which have salary rates equal to at least 70% of their Indexed Pre-Disability Monthly Earnings, will continue to be considered disabled.

**APPENDIX D – Grievance Form**  
**THE UNIVERSITY OF WESTERN ONTARIO**  
**EMPLOYEE/C.U.P.E. LOCAL 2361**  
**INCIDENT INFORMATION FORM**

Member Name \_\_\_\_\_

Classification \_\_\_\_\_

Date of Incident \_\_\_\_\_

Articles and Sections \_\_\_\_\_

Member Statement/Action Requested

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Member Signature

Date

Supervisor Response

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_

**THE UNIVERSITY OF WESTERN ONTARIO**

**EMPLOYEE/C.U.P.E. LOCAL 2361**

**GRIEVANCE FORM**

**GRIEVANCE NO. - \_\_\_\_\_**

**STEP 1**

The Griever requests that this grievance proceed to Step 1 of the Grievance Procedure:

Signature of Griever: \_\_\_\_\_ Date

Signature of Chief Steward: \_\_\_\_\_ Date  
(Or designate)

Signature of Director/Manager and date received:  
(Or designate)  
\_\_\_\_\_ Date

Decision of Director/Manager:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ Date

Signature Director/Manager

Date

**THE UNIVERSITY OF WESTERN ONTARIO**

**EMPLOYEE/C.U.P.E. LOCAL 2361**

**GRIEVANCE FORM**

**GRIEVANCE NUMBER - \_\_\_\_\_**

**STEP 2**

The Griever requests that this grievance proceed to Step 2 of the Grievance Procedure:

Signature of Griever: \_\_\_\_\_ Date

Signature of Chief Steward: \_\_\_\_\_ Date  
(Or designate)

Signature of Associate Vice-President (Human Resources) and date received:  
(Or designate)

\_\_\_\_\_ Date

Decision of Associate Vice-President:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Signature Associate Vice-President (Human Resources) Date  
(Or designate)

# **APPENDIX E – Work Groups for Vacation Release**

## **Landscape Services**

Leads  
Landscape Operators  
Landscape Technicians  
Horticulturalists  
Groundspersons

## **Paint Shop**

Leads  
Painters  
Service Mechanics  
Apprentices

## **Carpenter Shop**

Leads  
Carpenters  
Service Mechanics  
Servicepersons  
Roofing Mechanics  
Asbestos Workers  
Asbestos Removal  
Servicepersons  
Apprentices

## **A.C.M.F**

Leads  
HVAC Technicians  
Refrigeration Mechanics  
Metal Mechanics  
Welders  
Gas Technician 1  
Service Mechanics

Servicepersons

Apprentices

## **Electrical/Controls Shop**

Leads  
Electricians  
Control Mechanics  
Service Mechanics  
Apprentices

## **Plumber/Fitter Shop**

Leads  
Plumbers  
Fitters  
Service Mechanics  
Apprentices

## **Caretakers**

### **(Within a Supervisor Group)**

Caretakers, Lead Caretakers  
Residence Service Mechanics

## **Lock Shop**

Leads  
Locksmiths  
Service Mechanics

## **Electromechanical**

Leads  
Elevator Mechanics  
Emergency Generator Systems

Mechanics  
Motor Mechanics  
Electrician Service Mechanics  
Electrical Service Persons  
Apprentices

**Vehicle Shop**

Leads  
Vehicle Mechanics

Vehicle Service Mechanics  
Apprentices

**Thompson Recreation and  
Athletic Centre**

Recreation Facility Operator I  
Recreation Facility Operator II

**APPENDIX F – Letter of Understanding –  
Rehabilitation and Accommodation**

**Letter of Understanding**

**Between**

**The University of Western Ontario**

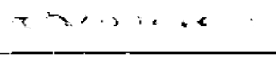
**And**

**Canadian Union of Public Employees, Local 2361**

**RE: Rehabilitation and Accommodation**

The parties agree to discuss and develop a process for identifying available assignments within Facilities Management for those members off work due to illness or injury with the intent to supporting members in remaining or returning to work. The parties agree to review this process from time to time during the life of the contract to ensure the process is effective and efficient.

For the University



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April 5, 2022

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For the Union



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4/5/2022

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# APPENDIX G – Letter of Understanding – Job Enrichment

## Letter of Understanding

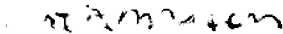
Between

The University of Western Ontario and

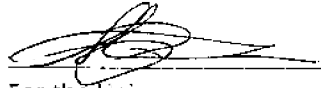
The Canadian Union of Public Employees, Local 2361

### Re: Job Enrichment (transfers outside the bargaining unit)

In an effort to support employees wishing to develop their skill sets, the parties agree to continue to have dialogue around temporary job enrichment opportunities at Western outside the CUPE 2361 bargaining unit.



\_\_\_\_\_  
For the University



\_\_\_\_\_  
For the Union

April 5, 2022

\_\_\_\_\_  
Date

4/5/2022

\_\_\_\_\_  
Date

# **APPENDIX H – Union Leave of Absences**

## **Letter of Understanding**

**Between**

**The University of Western Ontario and**

**Canadian Union of Public Employees, Local 2361**

### **Re: Union Leave of Absences**

In order to ensure that both parties are enabled to meet their respective operational and personal development requirements both parties agree that further to Article 35.04 the following will also be attended to while determining a request for Leave of Absence for the purposes of Union National assignments outside the University.

If an employee wishes a leave of absence to complete a work assignment with the CUPE National Union outside the University they will,

1. Request a Leave of Absence in writing to their supervisor providing as much notice as possible with no less than twenty-one (21) days notice from time of request to date of leave to commence.
2. The Leave will be for a time frame of no less than six (6) consecutive months to a maximum of two (2) years. Should an employee be on an approved leave, an extension of the leave maybe requested. The extension request will be for a minimum of two (2) months and will not exceed the maximum time allowed.

3. That no more than two (2) employees from CUPE local 2361 may be on a leave under this provision and/or Article 35.04 at the same time.
4. Further to the previous provision, no more than one (1) employee may be away at any one time from any one work group.
5. That during the leave the University will continue to pay the employee their regular wage and benefits (except vacation) that they are entitled to with the CUPE national reimbursing any and all costs associated with this to the University in a timely manner. This is course dependent on the National giving their approval for such payment and if such approval is not forthcoming the leave of absence would be granted without pay and benefits continuing.
6. Further to point five (5) and regardless if the leave is paid or unpaid the employee will not be covered by our Short Term Disability, Long Term Disability and/or WSIB coverage and/or claims that may arise out of the work or assignments completed during the Leave of Absence.

All requests for leaves will be reviewed and will be granted if operational requirements allow such leave.

# **APPENDIX I – Letter of Understanding – Dependent Definition**

## **Letter of Understanding**

### **Between**

**The University of Western Ontario and**

**Canadian Union of Public Employees, Local 2361**

**Re: Alter Definition as follows: (from age 25 to age 21)**

**Dependent** means a person who is a Resident of Canada, and who is:

- the Spouse of the Employee; or
- the Child of the Employee or Spouse
- **Child** means the natural, legally adopted, step or foster child of the Employee or Spouse, who is unmarried or in any form of union recognized by law, not engaged in full-time employment, dependent on the Employee or Spouse for financial support and under age 21. In addition, a Child of a Spouse who is not legally married to the Employee will only be eligible if the Employee has legal custody of the child or has legal financial responsibility for the child. For the Dependent Life Benefit, a child must be 14 days old or older in order to be covered.

A child age 21, and younger than age 25, who meets all other requirements of this definition will continue to be eligible for coverage under this Contract provided the Child is:

- enrolled and in full-time attendance at an accredited educational institution which provides a recognized certificate of accreditation on completion,

A child age 21 and older who meets all other requirements of this definition will continue to be eligible for coverage under this Contract provided the Child is:

- incapable of self support due to mental or physical infirmity which began while the Child was covered as the Employee's Dependent. Satisfactory proof of the infirmity must be provided within 30 days of the date the Child's coverage would normally terminate. Proof that the infirmity continues must be provided from time to time, as required.

Dependent children who were previously covered under the University group benefit program and who become ineligible on June 30, 2007 by virtue of this amendment will be eligible for coverage through an affiliated insurer, at the employee's expense, without "proof of good health", provided the application for coverage is made to the affiliated insurer within 60 days of June 30, 2007".

# **APPENDIX J – Letter of Understanding – Skilled Trades Expanded Qualifications**

## **Letter of Understanding**

### **Between**

**The University of Western Ontario and**

**Canadian Union of Public Employees, Local 2361**

### **Re: Skilled Trades Expanded Qualifications**


Due to the changing nature of the Skilled Trades at the University employees in the skilled trades group will be asked to take on an expanded qualification within their position. In recognition of this requirement, the parties agree to establish a premium payable to employees whose positions have been assigned an expanded qualification for their role.

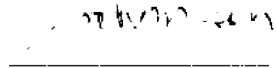
To be eligible for payment of the premium, an employee must hold a valid certificate(s) of qualification in a certified trade under the Trades Qualification and Apprenticeship Act or a legislated certificate that the university designates. (See attachment)

The University will assign eligible positions to an expanded role at their discretion. The attachment outlines the levels however if a trade licensing requirements change in the future the University reserves the right to review the need to maintain the expanded role in the trade area and will notify the union of any changes required due to a change in this area and is not subject to the grievance procedure. The employee must also maintain the certification as required in order to receive the premium.

Current employees if they have not already received the certification will be offered the opportunity to do so and thus receive the appropriate rate when they have successfully completed and continue to maintain the certification. However future hires will be required to gain the certification required for the position within a specified length of time from their date of hire or they will be terminated by the University.

The parties agree that this agreement amends the Collective Agreement.

  
\_\_\_\_\_  
For the Union  
4/5/2022  
Date

  
\_\_\_\_\_  
For the University  
April 5, 2022  
Date

<b>Trade</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Eligible Certificates</b>
<b><u>Eligible Trades</u></b>	<b><u>Current Base Pay</u></b>	<b><u>Expanded Qualifications</u></b>	
Electrician	Applicable	Applicable	Fire Alarm Cert.
Controls Mechanic	Applicable	Applicable	IMT Gas License or Gas Tech II License or Fire Alarm Cert.
Refrigeration Mechanic	Applicable	Applicable	IMT Gas License or Gas Tech I Licence or Gas Tech II License
HVAC Technician	Applicable	Applicable	IMT Gas License or Gas Tech I Licence
Plumber	Applicable	Applicable	IMT Gas License or Gas Tech II License
Steamfitter	Applicable	Applicable	IMT Gas License or Gas Tech II License
Gas Technician 1	Applicable	Applicable	Plumber License or OBT - IMT or Refrigeration Mechanic License
Emergency Generator Systems Mech.	Applicable	Applicable	OBT - IMT
Motor Mechanic	Applicable	Applicable	OBT - IMT
Elevator Mechanic	Applicable	Not Applicable at this time	Not Applicable at this time
Sheet Metal Mechanic	Applicable	Not Applicable at this time	Not Applicable at this time

<b>Welder A</b>	<b>Applicable</b>	<b>Not Applicable at this time</b>	<b>Not Applicable at this time</b>
<b>Roofing Mechanic</b>	<b>Applicable</b>	<b>Not Applicable at this time</b>	<b>Not Applicable at this time</b>
<b>Carpenter</b>	<b>Applicable</b>	<b>Not Applicable at this time</b>	<b>Not Applicable at this time</b>
<b>Asbestos Worker</b>	<b>Applicable</b>	<b>Not Applicable at this time</b>	<b>Not Applicable at this time</b>
<b>Locksmith</b>	<b>Applicable</b>	<b>Not Applicable at this time</b>	<b>Not Applicable at this time</b>
<b>Painter</b>	<b>Applicable</b>	<b>Not Applicable at this time</b>	<b>Not Applicable at this time</b>
<b>Horticulturist</b>	<b>Applicable</b>	<b>Not Applicable at this time</b>	<b>Not Applicable at this time</b>
<b>Vehicle Mechanic</b>	<b>Applicable</b>	<b>Not Applicable at this time</b>	<b>Not Applicable at this time</b>

# **APPENDIX K – Letter of Understanding – Averaging of Hours Agreement**

**Letter of Understanding**

**Between**

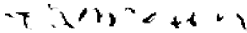
**The University of Western Ontario**

**And**

**Canadian Union of Public Employees, Local 2361**

**Re: Averaging Hours Agreement**

- 1.0 The parties agree that a Recreation Facilities Operator’s schedule shall be averaged over a consecutive two (2) week period for the purpose of determining overtime in accordance with subsection 22(2) of the Employment Standards Act. A week shall be defined as the period between Sunday and Saturday.
- 2.0 This agreement shall not amend or override any other article of the collective agreement.
- 3.0 This letter shall continue automatically for annual periods of one (1) year unless either party informs the other in writing that it desires to amend or terminate this Letter of Understanding.



\_\_\_\_\_  
For the University

April 5, 2022

Date



\_\_\_\_\_  
For the Union

4/5/2022

Date

# **APPENDIX L – Letter of Understanding – Leadership Market Adjustment**

## **Letter of Understanding**

**Between**

**The University of Western Ontario and**

**Canadian Union of Public Employees, Local 2361**

### **Re: Leadership Market Adjustment**

In recognition of the expectations in leadership accountabilities, the parties agree to establish a premium payable to all existing incumbents and anyone hired into the following job classifications during the life of this Collective Agreement:

- Lead Electrician
- Lead Control Mechanic
- Lead Elevator Mechanic
- Lead Motor Mechanic
- Lead Refrigeration Mechanic
- Lead Sheet Metal Mechanic
- Lead Plumber or Fitter
- Lead Carpenter/Asbestos
- Lead Locksmith
- Lead Horticulturist
- Lead Landscape Operator
- Lead Landscape Technician
- Lead Vehicle Mechanic
- Lead Caretaker
- Lead HVAC Technician

The premium, effective July 1, 2021 for the above job classifications, is equivalent to 6% of their compensation rate in Schedule A.

The parties agree on a without prejudice or precedent basis that this Letter of Understanding will form part of the Collective Agreement for the life of the Collective Agreement.

*[Handwritten signature]*

\_\_\_\_\_  
For the University

*[Handwritten signature]*

\_\_\_\_\_  
For the Union

April 5, 2022

\_\_\_\_\_  
Date

*4/5/2022*

\_\_\_\_\_  
Date

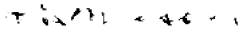
# **APPENDIX M – Letter of Understanding – Weekend Caretaker Staffing**

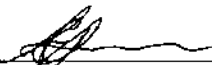
**Letter of Understanding  
Between  
The University of Western Ontario and  
Canadian Union of Public Employees, Local 2361**

**Re: Weekend Caretaker Staffing**

The University will provide the Union with a list of the areas and number of Caretakers working weekends.

At each Union/Management meeting, the University will update the Union on changes with regards to weekend service needs and staffing requirements for Caretakers. In months where there is no Union/Management meeting, a written update will be provided.

  
\_\_\_\_\_  
For the University

  
\_\_\_\_\_  
For the Union

April 5, 2022  
\_\_\_\_\_  
Date

4/5/2022  
\_\_\_\_\_  
Date

# **APPENDIX N- Letter of Understanding - Apprenticeship**

**Letter of Understanding  
Between  
The University of Western Ontario and  
The Canadian Union of Public Employees, Local 2361**

**Re: Apprenticeships**

In an effort to promote and sustain skilled trades, the parties agree to continue to have dialogue around considering circumstances when an apprenticeship would be most beneficial for a particular Shop.

*[Faint signature]*

\_\_\_\_\_  
For the University

*[Handwritten signature]*

\_\_\_\_\_  
For the Union

April 5, 2022

\_\_\_\_\_  
Date

*4/5/2022*

\_\_\_\_\_  
Date

# APPENDIX O – Letter of Understanding – Job Postings and Transfer Requests

Letter of Understanding  
Between  
The University of Western Ontario and  
The Canadian Union of Public Employees, Local 2361

**Re: Job Postings & Transfer Requests**

The employer agrees to post new or vacant regular full time Caretaker positions (as identified by FM leadership) at least twice per year. In an effort to support employees who have submitted a Transfer Request in accordance with Article 13.05, submitted Transfer Requests will be reviewed and considered at these times.

  
\_\_\_\_\_  
For the University

  
\_\_\_\_\_  
For the Union

April 5, 2022  
\_\_\_\_\_  
Date

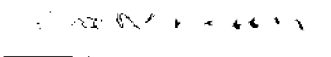
4/5/2022  
\_\_\_\_\_  
Date

# Appendix P- Memorandum of Agreement

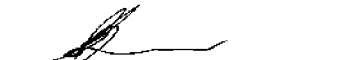
Between  
The University of Western Ontario  
and  
The Canadian Union of Public Employees, Local 2361

## Re: Building Services Overtime

The parties recognize that Building Services in their attempt to rotate overtime opportunities have a process for such that the employer endeavours to follow.



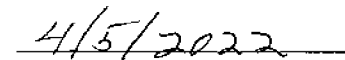
For the University



For the Union

April 5, 2022

Date



Date

# **Appendix Q- Letter of Understanding**

**Between  
The University of Western Ontario  
And  
The Canadian Union of Public Employees, Local 2361**

## **Re: Landscape Technician**

The parties wish to introduce a new job class “Landscape Technician” effective June 30, 2022 with a salary rate of \$25.50/hour, representing a career progression option for Landscape Operators.

Landscape Operators who hold or successfully complete a minimum of two (2) of the following five (5) certifications/designations as at June 30, 2022 and who express their advance interest in writing will be placed in the new classification.

### **Eligible certifications/designations (require 2 of 5):**

- Canadian Nursery Landscape Association (CNLA)  
Certified Landscape Horticulturalist Technician (CLHT),  
or
- Horticultural Technician Certificate of Qualification, or
- Certified Arborist, or
- Heavy Equipment Operator Certification, or
- Snow and Ice Management Association (SIMA)  
Advanced Snow Manager (ASM) Designation

Any future Landscape Operator during the life of the current collective agreement who obtains a minimum of two (2) of the above identified certifications will transfer to the Landscape Technician job class the first of the month following their expression of interest in writing.

*[Faint signature]*

\_\_\_\_\_  
For the University

*[Handwritten signature]*  
\_\_\_\_\_  
For the Union

April 5, 2022

\_\_\_\_\_  
Date

*4/5/2022*  
\_\_\_\_\_  
Date

# SALARY SCHEDULE A

July 1, 2021

## CUPE 2361 FACILITIES MANAGEMENT SCHEDULE A

Job Family	Job Class	Hours/week	Hourly Rate	Monthly Rate	Annual Rate		
Building Services	Housekeeper	40	15.35	2,660.00	31,928		
	Caretaker Minimum	40	19.52	3,383.47	40,602		
	Caretaker >6 Months	40	20.14	3,490.93	41,891		
	Caretaker >12 Months	40	20.73	3,593.20	43,118		
	Caretaker >18 Months	40	21.35	3,700.57	44,408		
	Lead Caretaker	40	22.69	3,932.93	47,195		
	Residence Service Mechanic	40	27.95	4,844.67	58,136		
Landscape Services	Groundsperson Minimum	40	21.00	3,640.00	43,680		
	Groundsperson >6 months	40	21.66	3,754.40	45,053		
	Groundsperson >12 months	40	22.29	3,863.10	46,363		
	Groundsperson >18 months	40	22.99	3,984.93	47,819		
	Landscape Operator Minimum	40	22.08	3,827.20	45,926		
	Landscape Operator >6 Months	40	22.70	3,934.60	47,216		
	Landscape Operator >12 Months	40	23.36	4,049.00	48,589		
	Landscape Operator >18 Months	40	23.96	4,153.17	49,837		
	Lead Landscape Operator	40	25.54	4,426.93	53,123		
Recreation Facility	Horticulturist	40	26.10	4,524.00	54,288		
	Lead Horticulturist	40	27.80	4,818.67	57,824		
	Operator I Minimum	40	21.84	3,785.10	45,427		
Recreation Facility	Operator I >6 Months	40	22.59	3,915.10	46,987		
	Operator I >12 Months	40	23.36	4,049.17	48,589		
	Operator I >18 Months	40	24.05	4,168.57	50,024		
	Operator II Minimum	40	23.16	4,024.40	48,173		
	Operator II >6 Months	40	23.90	4,142.60	49,712		
	Operator II >12 Months	40	24.66	4,274.40	51,293		
	Operator II >18 Months	40	25.41	4,404.40	52,853		
Electrical/Controls	Electrician	40	33.59	5,822.27	69,867		
	Premium payment of \$10 per hour for Expanded Qualifications	Contract Mechanic	40	33.59	5,822.27	69,867	
	Lead Electrician	40	35.77	6,200.13	74,402		
Electromechanical	Lead Control Mechanic	40	35.77	6,200.13	74,402		
	Electromechanical	Service Person Electrical	40	22.97	3,981.47	47,778	
		Premium payment of \$10 per hour for Expanded Qualifications	Electrician Service Mechanic	40	27.95	4,844.67	58,136
		General Service Mechanic	40	27.95	4,844.67	58,136	
		Emergency Generator Systems Mechanic	40	33.59	5,822.27	69,867	
		Motor Mechanic	40	33.59	5,822.27	69,867	
		Elevator Mechanic	40	35.56	6,163.73	73,965	
Lead Motor Mechanic		40	35.77	6,200.13	74,402		
Lead Elevator Mechanic	40	37.72	6,538.13	78,458			

## CUPE 2361 FACILITIES MANAGEMENT SCHEDULE A

Job Family	Job Class	Hours/week	Hourly Rate	Monthly Rate	Annual Rate
ACMF	Serviceperson Refrigeration	40	22.97	3,981.47	47,778
Premium payment of \$1.00 per hour for Expanded Qualifications	Refrigeration Service Mechanic	40	27.95	4,844.67	58,136
	Sheet Metal Service Mechanic	40	27.95	4,844.67	58,136
	Welder I	40	31.51	5,461.73	65,541
	Welder II	40	33.5	5,772.00	69,264
	Sheet Metal Mechanic	40	33.5	5,772.00	69,264
	Refrigeration Mechanic	40	33.59	5,822.27	69,867
	HVAC Technician	40	36.1	6,240.00	74,880
	Lead Sheet Metal Mechanic	40	35.43	6,141.20	73,694
	Lead Refrigeration Mechanic	40	35.77	6,200.13	74,402
	Lead HVAC Technician	40	38	6,586.67	79,040
Plumber/Fitter	Plumber Service Mechanic	40	27.95	4,844.67	58,136
Premium payment of \$1.00 per hour for Expanded Qualifications	Plumber or Fitter	40	33.59	5,822.27	69,867
	Gas Technician	40	33.59	5,822.27	69,867
	Lead Plumber or Fitter	40	35.77	6,200.13	74,402
Carpenter	Carpenter/Asbestos Service Person	40	21.98	3,983.20	47,798
	Carpenter/Asbestos Service Mechanic	40	27.95	4,844.67	58,136
	Carpenter	40	31.05	5,382.00	64,584
	Asbestos Worker	40	31.18	5,404.53	64,854
	Roofing Mechanic	40	32.14	5,570.93	66,851
	Lead Carpenter/Asbestos	40	33.07	5,732.13	68,786
Locksmith	Locksmith Service Mechanic	40	27.95	4,844.67	58,136
	Locksmith	40	31.05	5,382.00	64,584
	Lead Locksmith	40	32.98	5,716.53	68,598
Painter	Painter Service Mechanic	40	25.16	4,361.67	52,333
	Painter	40	28.32	4,908.80	58,906
	Lead Painter	40	30.11	5,219.67	62,629
Vehicles	Vehicle Service Mechanic	40	27.95	4,844.67	58,136
	Vehicle Mechanic	40	33.30	5,772.00	69,264
	Lead Vehicle Mechanic	40	35.43	6,141.20	73,694

Job Family	Job Class	Hours/week	Hourly Rate	Monthly Rate	Annual Rate	
Building Services	Housekeeper	40	15.50	2,686.67	32,240	
	Caretaker Minimum	40	19.72	3,418.13	41,018	
	Caretaker >6 Months	40	20.34	3,525.60	42,070	
	Caretaker >12 Months	40	20.94	3,629.60	43,555	
	Caretaker >18 Months	40	21.56	3,737.07	44,845	
	Lead Caretaker	40	22.92	3,972.80	47,674	
	Residence Service Mechanic	40	28.23	4,893.20	58,718	
Landscape Services	Groundsperson Minimum	40	21.21	3,676.40	44,117	
	Groundsperson >6 months	40	21.88	3,792.53	45,510	
	Groundsperson >12 months	40	22.51	3,901.73	46,816	
	Groundsperson >18 months	40	23.22	4,024.80	48,298	
	Landscape Operator Minimum	40	22.30	3,865.33	46,384	
	Landscape Operator >6 Months	40	22.93	3,974.53	47,694	
	Landscape Operator >12 Months	40	23.59	4,088.93	49,067	
	Landscape Operator >18 Months	40	24.20	4,194.67	50,536	
	Lead Landscape Operator	40	25.80	4,472.00	53,664	
	Landscape Technician	40	25.76	4,465.07	53,581	
	Lead Landscape Technician	40	27.44	4,756.27	57,076	
	Horticulturist	40	26.36	4,569.07	54,828	
	Lead Horticulturist	40	28.08	4,867.20	58,406	
Recreation Facility	Operator I Minimum	40	22.06	3,823.73	45,885	
	Operator I >6 Months	40	22.82	3,955.47	47,466	
	Operator I >12 months	40	23.59	4,088.93	49,067	
	Operator I >18 months	40	24.29	4,210.27	50,523	
	Operator II Minimum	40	23.39	4,134.27	49,612	
	Operator II >6 Months	40	24.14	4,184.27	50,211	
	Operator II >12 Months	40	24.91	4,317.73	51,813	
	Operator II >18 Months	40	25.66	4,447.73	53,373	
Electrical/Controls	Electrician	40	33.93	5,881.20	70,574	
	Premium payment of \$1.50 per hour for Expanded Qualifications	Control Mechanic	40	33.93	5,881.20	70,574
	Lead Electrician	40	36.13	6,262.53	75,150	
	Lead Control Mechanic	40	36.13	6,262.53	75,150	
Electromechanical	Service Person Electrical	40	23.20	4,021.33	48,256	
	Premium payment of \$1.50 per hour for Expanded Qualifications	Electrician Service Mechanic	40	28.23	4,893.20	58,718
	General Service Mechanic	40	28.23	4,893.20	58,718	
	Emergency Generator Systems Mechanic	40	33.93	5,881.20	70,574	
	Motor Mechanic	40	33.93	5,881.20	70,574	
	Elevator Mechanic	40	35.92	6,226.13	74,714	
	Lead Motor Mechanic	40	36.13	6,262.53	75,150	
Lead Elevator Mechanic	40	38.10	6,604.00	79,248		

CUPE 2361 FACILITIES MANAGEMENT SCHEDULE A

Job Family	Job Class	Hours/ week	Daily Rate	Monthly Rate	Annual Rate
ACMF	Serviceperson Refrigerator	40	23.20	4,021.33	48,256
Premium payment of \$1.50 per hour for Expanded Qualifications	Refrigeration Service Mechanic	40	28.23	4,893.20	58,718
	Sheet Metal Service Mechanic	40	28.23	4,893.20	58,718
	Welder I	40	31.83	5,517.20	66,205
	Welder II	40	33.63	5,829.20	69,950
	Sheet Metal Mechanic	40	33.63	5,829.20	69,950
	Refrigeration Mechanic	40	33.93	5,881.20	70,574
	HVAC Technician	40	36.36	6,302.40	75,629
	Lead Sheet Metal Mechanic	40	35.78	6,201.87	74,422
	Lead Refrigeration Mechanic	40	36.13	6,262.53	75,150
	Lead HVAC Technician	40	38.38	6,652.53	79,830
Plumber/Fitter	Plumber Service Mechanic	40	28.23	4,893.20	58,718
Premium payment of \$1.00 per hour for Expanded Qualifications	Plumber or Fitter	40	33.93	5,881.20	70,574
	Gas Technician	40	33.93	5,881.20	70,574
	Lead Plumber or Fitter	40	36.13	6,262.53	75,150
Carpenter	Carpenter/Asbestos Service Person	40	23.21	4,023.07	48,277
	Carpenter/Asbestos Service Mechanic	40	28.23	4,893.20	58,718
	Carpenter	40	31.36	5,435.73	65,229
	Asbestos Worker	40	31.49	5,458.27	65,499
	Roofing Mechanic	40	32.46	5,626.40	67,517
	Lead Carpenter/Asbestos	40	33.40	5,789.33	69,472
Locksmith	Locksmith Service Mechanic	40	28.23	4,893.20	58,718
	Locksmith	40	31.36	5,435.73	65,229
	Lead Locksmith	40	33.31	5,773.73	69,285
Painter	Painter Service Mechanic	40	25.41	4,404.40	52,853
	Painter	40	28.64	4,957.33	59,488
	Lead Painter	40	30.41	5,271.07	63,253
Vehicles	Vehicle Service Mechanic	40	28.23	4,893.20	58,718
	Vehicle Mechanic	40	33.63	5,829.20	69,950
	Lead Vehicle Mechanic	40	35.78	6,201.87	74,422

**CUPE 2361 FACILITIES MANAGEMENT SCHEDULE A**

<b>Job Family</b>	<b>Job Class</b>	<b>Hours/ week</b>	<b>Hourly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
<b>Building Services</b>	Housekeeper	40	15.66	2,714.40	32,573
	Caretaker Minimum	40	19.92	3,452.80	41,434
	Caretaker >6 Months	40	20.54	3,560.27	42,723
	Caretaker > 12 Months	40	21.15	3,666.00	43,992
	Caretaker >18 Months	40	21.78	3,775.20	45,302
	Lead Caretaker	40	23.15	4,012.67	48,152
	Residence Service Mechanic	40	28.51	4,941.73	59,301
<b>Landscape Services</b>	Groundsperson Minimum	40	21.42	3,712.80	44,554
	Groundsperson >6 months	40	22.10	3,830.67	45,968
	Groundsperson >12 months	40	22.74	3,941.60	47,299
	Groundsperson >18 months	40	23.45	4,064.67	48,776
	Landscape Operator Minimum	40	22.52	3,903.47	46,842
	Landscape Operator >6 Months	40	23.16	4,014.40	48,173
	Landscape Operator >12 Months	40	23.83	4,130.53	49,566
	Landscape Operator >18 Months	40	24.44	4,236.27	50,835
	Lead Landscape Operator	40	26.06	4,517.07	54,205
	Landscape Technician	40	26.02	4,510.13	54,122
	Lead Landscape Technician	40	27.71	4,803.07	57,637
	Horticulturist	40	26.62	4,614.13	55,370
	Lead Horticulturist	40	28.36	4,915.73	58,989
<b>Recreation Facility</b>	Operator I Minimum	40	22.28	3,861.87	46,342
	Operator I >6 Months	40	23.05	3,995.33	47,944
	Operator I >12 Months	40	23.83	4,130.53	49,566
	Operator I >18 Months	40	24.53	4,251.87	51,022
	Operator II Minimum	40	23.62	4,094.13	49,130
	Operator II >6 Months	40	24.38	4,225.87	50,710
	Operator II >12 Months	40	25.16	4,361.07	52,333
	Operator II >18 Months	40	25.92	4,492.80	53,914
<b>Electrical/Controls</b>	Electrician	40	34.27	5,940.13	71,282
Premium payment of \$1.50 per hour for Expanded	Control Mechanic	40	34.27	5,940.13	71,282
	Lead Electrician	40	36.49	6,324.93	75,899
	Lead Control Mechanic	40	36.49	6,324.93	75,899
<b>Electromechanical</b>	Service Person Electrical	40	23.43	4,061.20	48,734
Premium payment of \$1.50 per hour for Expanded Qualifications	Electrician Service Mechanic	40	28.51	4,941.73	59,301
	General Service Mechanic	40	28.51	4,941.73	59,301
	Emergency Generator Systems Mechanic	40	34.27	5,940.13	71,282
	Motor Mechanic	40	34.27	5,940.13	71,282
	Elevator Mechanic	40	36.28	6,288.53	75,462
	Lead Motor Mechanic	40	36.49	6,324.93	75,899
	Lead Elevator Mechanic	40	38.48	6,669.87	80,038

**CUPE 2361 FACILITIES MANAGEMENT SCHEDULE A**

<b>Job Family</b>	<b>Job Class</b>	<b>Hours/ week</b>	<b>Hourly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
ACMF	Serviceperson Refrigeration	40	23.43	4,061.20	48,734
Premium payment of \$1.50 per hour for Expanded Qualifications	Refrigeration Service Mechanic	40	28.51	4,941.73	59,301
	Sheet Metal Service Mechanic	40	28.51	4,941.73	59,301
	Welder I	40	32.15	5,572.67	66,872
	Welder II	40	33.97	5,888.13	70,658
	Sheet Metal Mechanic	40	33.97	5,888.13	70,658
	Refrigeration Mechanic	40	34.27	5,940.13	71,282
	HVAC Technician	40	36.72	6,364.80	76,378
	Lead Sheet Metal Mechanic	40	36.14	6,264.27	75,171
	Lead Refrigeration Mechanic	40	36.49	6,324.93	75,899
	Lead HVAC Technician	40	38.76	6,718.40	80,621
Plumber/Fitter	Plumber Service Mechanic	40	28.51	4,941.73	59,301
Premium payment of \$1.50 per hour for Expanded	Plumber or Fitter	40	34.27	5,940.13	71,282
	Gas Technician I	40	34.27	5,940.13	71,282
	Lead Plumber or Fitter	40	36.49	6,324.93	75,899
Carpenter	Carpenter/Asbestos Service Person	40	23.44	4,062.93	48,755
	Carpenter/Asbestos Service Mechanic	40	28.51	4,941.73	59,301
	Carpenter	40	31.67	5,489.47	65,874
	Asbestos Worker	40	31.80	5,512.00	66,144
	Roofing Mechanic	40	32.78	5,681.87	68,182
	Lead Carpenter/Asbestos	40	33.73	5,846.53	70,158
Locksmith	Locksmith Service Mechanic	40	28.51	4,941.73	59,301
	Locksmith	40	31.67	5,489.47	65,874
	Lead Locksmith	40	33.64	5,830.93	69,971
Painter	Painter Service Mechanic	40	25.66	4,447.73	53,373
	Painter	40	28.89	5,007.60	60,091
	Lead Painter	40	30.71	5,323.07	63,877
Vehicles	Vehicle Service Mechanic	40	28.51	4,941.73	59,301
	Vehicle Mechanic	40	33.97	5,888.13	70,658
	Lead Vehicle Mechanic	40	36.14	6,264.27	75,171

# SCHEDULE B

## Trades Apprentices

Apprentice rates are established as follows for all five term apprenticeships:

Term I	65% of Journeyperson Rate
Term II	70% of Journeyperson Rate
Term III	75% of Journeyperson Rate
Term IV	80% of Journeyperson Rate
Term V	80% of Journeyperson Rate

Four term apprenticeships rates are same as above for Terms I, II and III.  
Term IV rates are calculated 80% of Journeyperson Rate.

Apprenticeships	Four Terms	Five Terms
Carpenter	X	
Electrician		X
Painter	X	
Plumber		X
Refrigeration		X
Sheet Metal		X
Steamfitter		X
Vehicle Mechanic		X