

**Collective Agreement**  
**between**  
***The* UNIVERSITY of WESTERN ONTARIO**  
**and**  
**THE PUBLIC SERVICE ALLIANCE OF**  
**CANADA**  
**Local 00610 – Unit 2**

**For the Period**  
**January 1, 2020 to December 31, 2022**

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## **ARTICLE 1 – PURPOSE**

- 1.01** The general purpose of this agreement is to establish an orderly collective bargaining relationship between The University of Western Ontario (hereafter referred to as the Employer) and its employees represented under this Agreement by the Public Service Alliance of Canada (hereafter referred to as the Union), and between the Employer and the Union, to encourage efficiency of operation, to ensure the prompt and peaceful resolution of disputes, and to set forth an agreement covering rates of pay and other working conditions.
- 1.02** The parties recognize that it is in their mutual interests to promote and to enhance the working relations between the Employer and the Union and its members on the principles of mutual respect and cooperation, and to foster a climate of freedom and responsibilities appropriate for the promotion of excellence in the University.

## **ARTICLE 2 – DEFINITIONS**

### **2.01** In this Agreement:

“Agreement” when printed with an upper case initial letter refers to this Collective Agreement entered into between the Union and the Employer.

“Bargaining Unit” is the bargaining unit as defined in the Certificate issued by the Ontario Labour Relations Board dated September 30, 2008.

“Days” means business days unless otherwise specified.

“Date of Appointment” refers to the first paid day of work.

“Employee” means a member of the Bargaining Unit.

“Employer” means The University of Western Ontario.

“Faculty Supervisor” means the Faculty Member who acts as the Supervisor for the research being conducted by the Employee.

“Membership Dues” means those monies established pursuant to the Constitution of the Union as the dues payable by Employees covered by this Agreement.

“Union” means the Public Service Alliance of Canada and/or its Local 00610.

“University” means The University of Western Ontario.

### **2.02** Where the feminine pronoun is used in this Agreement, it shall include the masculine pronoun, and vice versa, unless any provision of this Agreement specifies otherwise.

## **ARTICLE 3 – UNION RECOGNITION**

- 3.01** The University recognizes the Public Service Alliance of Canada as the exclusive bargaining agent of all postdoctoral fellows employed as postdoctoral associates by the University of Western Ontario in the City of London save and except Supervisors and persons above the rank of Supervisor.
- 3.02** The University recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all persons employed as Postdoctoral Fellows by Western University working in and out of London, in the Province of Ontario, save and except the following:
- a) Persons who secure their own transferable funding from external grant funding agencies and for whom such funding represents at least 90% of funding received by the Postdoctoral Fellow from all sources;
  - b) Employees for whom a trade union held bargaining rights on December 1, 2015; and
  - c) Supervisors and persons above the rank of supervisor.
- 3.03** For the purposes of this Agreement, the term “Employee” means those individuals described in Article 3.01 and 3.02.

## **ARTICLE 4 – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS**

- 4.01** The Union recognizes that the management and direction of the working forces are fixed exclusively in the Employer and shall remain exclusively with the Employer except as specifically limited by the express provisions of this Agreement.
- 4.02** The Employer shall exercise these rights in a manner that is reasonable, not arbitrary, and consistent with this Agreement.

## **ARTICLE 5 – UNION SECURITY**

- 5.01** Every Employee shall become a member of the Union on date of appointment, unless that Employee opts out by written notice to the Union within thirty (30) days of that date. The Employer agrees to provide new Employees with a union application card and an information package provided by the Union on the date of appointment. Every employee shall meet with a representative of the School of Graduate and Postdoctoral Studies within ten (10) days after he or she has begun his or her appointment. The Employer shall provide the Union with copies of all Letters of Appointment within twenty (20) days after employees have begun their appointment.
- 5.02** The Employer shall provide each Employee with a copy of the Collective Agreement by e-mail, and shall include the name and contact information of their Union officers as provided by the Union to the Employer.
- 5.03** The Employer recognizes the right of every Employee to participate in any lawful activities of the Union, and it shall not interfere with this right.

**5.04** No Employee shall be required by the Employer to perform duties that are not related to the research and training program for which the Employee has been hired.

**5.05** The Employer agrees to hold orientation sessions for Employees three (3) times per year. The Employer shall provide the union a minimum of five (5) days notice in advance of the orientation session. A Union representative shall be entitled to up to thirty (30) minutes during such orientation sessions to provide an overview of the role of the Union.

### **Collective Agreement Renewal**

**5.06**

(a) When a new Collective Agreement has been signed, the Employer shall post the text of the Agreement on its website, with a printed or electronic copy available through The School of Graduate and Postdoctoral Studies at the Employee's request. The Employer will notify current Employees by e-mail that a new Agreement is available, with a link to the Agreement.

(b) A workshop shall be delivered on an annual basis to Faculty Supervisors of Postdoctoral Associates;

### **Dues Check Off**

**5.07** The Employer agrees to deduct on a monthly basis an amount equal to the membership dues and any assessments of the Union from the salary of each Employee and shall remit the amount deducted to the Union by the 15<sup>th</sup> day of the month following the month in which the deductions were made.



- 5.08** Such remittance shall be accompanied by an electronic spreadsheet that includes a unique identification number for each Employee in the bargaining unit from whose salary the deductions have been made, as well as the Employee's name, gender, department or faculty and hours of work. Other details can be added to the spreadsheet by agreement between the Employer and PSAC.
- 5.09** Where an Employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent earnings.
- 5.10** Deductions from pay for each Employee for each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 5.11** The Employer shall provide a statement of Union dues deducted for each calendar year on the Employee's T-4 statement.
- 5.12** The Union must provide at least sixty (60) days written notice to the Employer of any change in the monthly membership dues or assessments.

### **Information for the Union**

- 5.13** The Employer shall provide the Union with a list of all Employees in the bargaining unit by the end of each month. Such list shall include name, gender, department or faculty, date of hire, salary, e-mail address, and if provided by Employee, local mailing address, permanent mailing address, office telephone number, and home telephone number. The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the bargaining unit for Union business.

## **Union Access to Employees**

**5.14** The Employer recognizes the right of designated representatives of the Union in addition to PSAC's regional office staff to have access to the premises of the University to consult with members and Local Officers, to address Union meetings, and to participate in discussions, grievance meetings and negotiations with the Employer.

## **Union Representation**

**5.15** Employees covered by this Collective Agreement shall be entitled to Union representation at any meeting convened with the Employer to discuss any aspect of their employment performance or working conditions.

## **Indemnification**

**5.16** The Union agrees to indemnify and save the Employer harmless against any and all claims or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer and such claim or liability would be limited to the amount actually involved in the error.

## **ARTICLE 6 – CORRESPONDENCE**

**6.01** All regular correspondence between the parties arising out of or incidental to this Agreement, except where otherwise expressly provided, shall pass between the President of the Local Union (or designate) and the individual designated by the Employer (or designate). Such correspondence may either be delivered directly by e-mail or be forwarded through the University's internal postal service as follows:

**To the Employer:**

Associate Vice-President or  
designate  
Human Resources  
University of Western Ontario  
London, Ontario N6A 3K7

**To the Union:**

President,  
PSAC Local 00610  
University of Western Ontario  
Room 1313, Somerville  
House  
N6A 5B7

The Employer shall normally copy the PSAC Regional Representative on such correspondence.

**6.02** Where an Employee is on leave in accordance with the current collective agreement, the Employer shall forward any notice or other documentation related to the Employee to her/his last known address. It is the obligation of the Employee to maintain a current and correct address with the Employer and to advise the Employer of any change to her/his address.

**6.03** The Employer agrees to provide to the Union the following information:

- (a) the names, titles and contact information of all persons appointed to any committee formed in accordance with any of the clauses of this Collective Agreement; and,
- (b) the names, titles and contact information of individuals appointed to senior administrative positions, including the President, the Vice-Presidents, the Vice-Provost, Graduate and Postdoctoral Studies.

**6.04** The Union agrees to provide to the University the following information:

- (a) the names, titles and contact information of all persons appointed or elected to positions in the Union and authorized to represent it in its relationship with the Employer;

- (b) the name and contact information of the PSAC Regional Representative; and,
- (c) the names, titles and contact information of all persons appointed to any committee formed in accordance with any of the clauses of this Collective Agreement.

## **ARTICLE 7 - DISCRIMINATION AND HARASSMENT**

- 7.01** 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.
- 7.02** Consistent with the Ontario *Human Rights Code*, the Parties acknowledge that the University has a duty to accommodate and the Union has an obligation to assist in that accommodation. In situations where an Employee requires an accommodation, the University, the Union and the Employee shall make every reasonable effort to reach the required resolution.

### **Discrimination**

- 7.03** 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.

**7.04** 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**

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

**7.06** 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 7.03. 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.

**7.07** *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 for academic advancement; or
- (c) such conduct interferes with an individual's work or academic performance; or
- (d) such conduct creates an intimidating, hostile or offensive working or academic 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 or bona fide academic discussion.

**7.08** *Personal Harassment* includes conduct and/or behaviours which create an intimidating, demeaning or hostile working or academic environment whether or not it is based on the prohibited grounds defined in the Ontario *Human Rights Code* and listed in Article 7.03.

**7.09** *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.

- 7.10** Harassment may not include:
- (a) interpersonal conflict or disagreement; or
  - (b) the proper exercise of management's rights and/or performance evaluation.
- 7.11** 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 18 – Grievance Procedure.
- 7.12** Nothing in this Article precludes the Employer from conducting an investigation into an allegation of Harassment or Discrimination. The Employer shall notify the Union of any investigation into an allegation of Harassment or Discrimination 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.
- 7.13** 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.
- 7.14** An Employee who is disciplined as the result of any investigation into alleged Discrimination or Harassment shall have the right to grieve such discipline under Article 18 – Grievance Procedure.
- 7.15** The Parties agree that the Union shall have input on any University Discrimination and Harassment policy before it is implemented.

## **ARTICLE 8 - EMPLOYMENT EQUITY**

- 8.01** The Employer is dedicated to employment equity as a vital component of its human resources management.
- 8.02** The Union shall have the right to appoint a representative to the President's Standing Committee on Employment Equity.

## **ARTICLE 9 – STRIKE OR LOCK-OUT**

- 9.01** The Union and the Employer agree that there will be no strike or lock-out as defined by the Ontario *Labour Relations Act* during the term of this Agreement.
- 9.02** Where individuals in a labour dispute, other than those in the bargaining unit, are involved in a strike or lock-out and maintain picket lines, and where Employees in the bargaining unit could suffer personal harm, the Employer will endeavour to safeguard such Employees.
- 9.03** In the event that any person represented by a trade union, and employed by the Employer, other than those represented by this Union, is engaged in a legal strike or is legally locked out, Employees of this bargaining unit will have the right to decline to perform the normal duties of the striking or locked-out Employees. The Employer will ensure that all supervisors are informed that Employees of the bargaining unit shall have the right to decline to perform these duties.



## **ARTICLE 10 - JOINT LABOUR-MANAGEMENT COMMITTEE**

- 10.01** The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Joint Labour-Management Committee (the "Committee") consisting of up to three (3) representatives from each party.
- 10.02** The purpose of the Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communication, cooperation, understanding and confidence between the parties. For clarity, the Committee shall not have the power to intervene in collective bargaining.
- 10.03** The Committee shall meet whenever the need arises, but in any event, at least twice per calendar year.
- 10.04** The Committee shall have Co-Chairpersons appointed by the respective Parties.
- 10.05** The Committee shall additionally function as a forum in which the Employer shall advise the Union of anticipated or actual policy changes which may have a major impact on the bargaining unit.

## **ARTICLE 11 – SERVICES**

- 11.01** The Employer agrees to provide the Union with a bulletin board in an appropriate location on campus.
- 11.02** The Employer shall assist the Union in locating suitable meeting rooms at standard internal user rates as required for Union business, provided reasonable notice is given and space is available.
- 11.03** The Union shall have access to the following additional services of the Employer at standard internal user rates: telephone services, audio-visual services, reprographic

services, internet access, and web page access, subject to the protocols determined by the Employer for internal users.

- 11.04** The Employer agrees to issue, upon written request of the Union, a UWO library access card to the Staff Representative of the Union. There shall be no charge to the Union for the card, and the card holder shall be subject to the general regulations of the University and the specific regulations and policies of the University Library. The Union will be responsible for any costs incurred by the card holder.
- 11.05** Each September 1<sup>st</sup>, the Employer agrees to provide ten (10) parking passes for use by the PSAC Regional Staff Representative.

## **ARTICLE 12 – JOB POSTINGS AND APPOINTMENTS**

- 12.01** The parties acknowledge that postdoctoral candidates come to the attention of and are selected by Faculty Supervisors through a number of appropriate venues, including direct communication with a candidate(s) and/or with colleagues.
- 12.02** Except in the above such circumstances, the Employer agrees that Postdoctoral Associate positions shall be posted for a period of not less than ten (10) days, and no offer of appointment shall be made until after the posting has closed. This requirement to post shall not limit the Faculty Supervisors ability to hire under Article 12.01.
- 12.03** Such positions will be posted at reasonable locations of the Employer's choosing, including on the website of The School of Graduate and Postdoctoral Studies, and an electronic copy of the posting will be provided to the Local at the same time.
- 12.04** A posting will identify the following: job title, description of the area or topic of research, remuneration, supervisor and

academic unit, date of posting and application deadline, start date and duration of the appointment, required qualifications, the application procedure, required documentation (e.g. CV, references, publications, etc.), and any employment equity statement.

- 12.05** Appointments shall not normally be for periods of less than 12 months.
- 12.06** All Employees shall receive a letter of appointment, signed by the Employer, which shall include, at a minimum, the following information: start date of contract; end date of contract; monthly rate of pay, name of Faculty Supervisor, and campus location. The letter shall also include a link to the Collective Agreement, and details on the benefits for which they are eligible as per Article 31. The Union shall be provided electronic copies of all letters of appointment to Employees. The letter of appointment, once signed and returned by the Employee, shall constitute acknowledgement and agreement with the terms of appointment.
- 12.07** The Employer shall provide Employees with notice of extension in writing at least thirty (30) calendar days prior to completion of the stated term date of the Employee's current appointment.
- 12.08** If an employee secures a new appointment with the same Faculty Supervisor and if the duties and responsibilities of the appointment are substantially similar to the previous appointment, the following shall apply:
- (a) the probationary period for the appointment shall be deemed to have been fulfilled; and
  - (b) the salary for the new appointment normally shall not be less than the salary for the original appointment.
- 12.09** Upon commencement of an appointment, the Employee and their Faculty Supervisor shall convene a meeting to discuss:

- (a) research expectations, including associated duties and responsibilities; and
- (b) the Employee's professional development goals, using Western's Professional Development Plan for Postdoctoral Scholars.

The Faculty Supervisor shall provide the Employee with a written record of the discussions under 12.09 (a) and 12.09 (b) within seven (7) days of the meeting. The Employee can provide the Union with a copy of the written record. The Employee and/or their Faculty Supervisor can request a meeting at anytime to review the research expectations and the professional development goals.

## **ARTICLE 13 – PROBATIONARY PERIOD**

- 13.01** An Employee shall be considered to be on probation for the first four (4) full months of active employment.
- 13.02** The probationary period is intended to be a period of time for the Faculty Supervisor to evaluate the Employee's skills and abilities and to provide the Employee with feedback regarding his or her performance.
- 13.03** The Employer may directly discharge a Probationary Employee without using the progressive discipline process outlined in Article 16. The Employee shall have the right to union representation at a discharge meeting if he or she so chooses. The dismissal of a Probationary Employee shall only be the subject of a grievance if such dismissal is exercised in a manner that is arbitrary, discriminatory or in bad faith.
- 13.04** Reasons for the dismissal of a Probationary Employee shall be in writing, with a copy to the union, and such Employee shall be provided with at least one week's notice or pay in lieu of notice.

## **ARTICLE 14 – HOURS OF WORK AND OVERTIME**

**14.01** The parties recognize that Employees are primarily involved in research and scholarship. As such, there must be some flexibility with respect to the hours of work to allow for the specific needs of that research and scholarship. The parties recognize that this arrangement is mutually beneficial for both Employees and the Employer.

### **14.02 Workweek Averaging and Overtime**

- (a) The normal hours of work shall be forty (40) hours per week, recognizing that the needs of an Employee's research and the needs of the Faculty Supervisor's research program may require flexibility in the performance of these hours.
- (b) Employees shall not work more than 50 hours in any one work week, except in exceptional circumstances and as agreed by the Employee.
- (c) No Employee shall work more than 173 hours in any pay period without advance written approval from his/her Faculty Supervisor.
- (d) An Employee who works in excess of 173 hours in a pay period and has complied with (c) above shall be entitled to overtime pay at the rate of one and one-half (1.5) times his or her regular hourly rate of pay for each such additional hour worked.
- (e) An Employee may request compensatory time off at the applicable overtime rate, rather than a cash payment, and such request shall not be unreasonably denied. Compensatory time off shall

be taken at a time mutually agreeable to the Employee and his or her Faculty Supervisor.

- 14.03** If a Faculty Supervisor and Employee agree that the Employee will attend a conference, seminar or workshop, the Employee will be credited with an eight (8) hour work day for each day of such event.
- 14.04** Where conference, seminar or workshop attendance is undertaken at the Employee's request or on a voluntary basis, the Employee and the Faculty Supervisor may make mutually acceptable arrangements deeming such hours to be hours of work, vacation, leave of absence or compensatory time off.

## **ARTICLE 15 – EVALUATIONS AND EMPLOYEE RELATIONS**

- 15.01** The Parties agree that the purposes of evaluation are to assess the performance of Employees and to assist Employees in improving the quality of their research skills and performance.
- 15.02** An evaluation may be proposed by the Employee or by the Faculty Supervisor.
- 15.03** The results of any evaluation conducted by the Employer shall be shared with the Employee, and if the Employee so desires, he or she may share the results with his or her Union Representative.
- 15.04** An Employee shall be entitled to append his or her comments to any evaluation.

- 15.05** At the request of an Employee nearing the conclusion of a postdoctoral appointment, a meeting shall be held between the Employee and his or her Faculty Supervisor.
- 15.06** An exit survey reviewing the period of employment shall be provided by The School of Graduate and Postdoctoral Studies, to be returned to The School of Graduate and Postdoctoral Studies.

## **ARTICLE 16 – DISCIPLINE AND DISCHARGE**

- 16.01** The Employer shall not discipline, suspend or discharge an Employee without just and sufficient cause.
- 16.02** The Employer recognizes the principle of progressive discipline by adopting the procedures set forth in this Article.
- 16.03** The Employer recognizes that an oral reprimand or a written warning should precede suspension or discharge, except in the case of gross neglect of duty, position abandonment, or gross misconduct, and that an Employee shall be given a set and reasonable time period in which to demonstrate the required sustained improvement in the area of concern.
- 16.04** Discipline, where warranted, shall only be imposed at a meeting with the Faculty Supervisor or a person designated by the Employer convened for this purpose. Employees shall be given seventy-two (72) hours notice of such meeting. Such notice shall be in writing, shall contain the allegations giving rise to the meeting, and shall advise Employees that they are entitled to be accompanied at this meeting by a Union Representative. Employees are entitled to be heard at such meeting, and shall be entitled to append comments to any disciplinary letter.

**16.05** A copy of any disciplinary letter shall be provided by the Faculty Supervisor to the Union within three (3) days of such a meeting.

## **Personnel Files**

**16.06** Employees shall have the right to review their employment file once per year by submitting such request in writing to Human Resource Services. An appointment to review the file will be arranged within five (5) working days of receipt of such request. The Employee may be accompanied by a Union Representative if he or she so wishes.

**16.07** Upon request, a representative of the Union shall have the right to examine the personnel file of an Employee in the latter's absence, if such representative has the necessary form from Human Resources Services with an original signature of the Employee.

**16.08** Records of discipline shall be removed from an Employee's file twelve (12) months from the date of such discipline, provided that no further discipline has been recorded within that period; or shall be removed at the end of their employment, whichever is earlier.

## **ARTICLE 17 – SAFE DISCLOSURE**

**17.01** In support of the University's commitment to accountability and ethical conduct, the University depends on its members to report apparent breaches of ethical conduct in order that they may be investigated and corrective action taken.

**17.02** In accordance with the University's Safe Disclosure Policy 1.43, there will be no retaliation against Employees who, in good faith, report illegal or unethical behavior, or provide assistance or information in relation to the investigation of an allegation.



## **ARTICLE 18 – GRIEVANCE PROCEDURE**

- 18.01** It is mutually agreed by the parties that it is the spirit and intent of this Article to address disputes promptly.
- 18.02** The parties acknowledge that early discussions and resolution of disputes at the first level are encouraged as this is the key to maintaining a positive working relationship. Similarly, the parties recognize the need to share information and openly discuss options for resolution at all levels of the Grievance Procedure. This will ensure a common understanding of all of the facts, and will enhance the possibility of a mutually acceptable resolution.
- 18.03** For the purpose of this Agreement, a grievance shall be defined as an alleged violation of the interpretation, application, and administration of the specific terms of this Collective Agreement.
- 18.04** The Employer acknowledges the right and duties of the representatives of the Union to assist Employees in preparing and presenting grievances, and the Employee shall be entitled to be present at every step of the Grievance Procedure.
- 18.05** The Employee and a representative who accompanies this Employee under this Article will not suffer a loss of pay as a result of attendance at meetings between the Employer and the Employee as provided for under this Article. Both the Employee and the representative will provide as much advance notice as possible to their Faculty Supervisors of any such meetings that conflict with their Employee responsibilities.
- 18.06** No Employee shall be disciplined for exercising his or her right to present a grievance as provided in this Collective Agreement or for exercising his or her rights under the Ontario *Labour Relations Act*.

- 18.07** After a grievance has been filed, no negotiation of this grievance shall take place outside of the Grievance Procedure.
- 18.08** No grievance shall be defeated or denied by any technical objection occasioned by a clerical or typographical error.
- 18.09** The Employer and the Union agree not to introduce after Step 1 of the Grievance Procedure, or at arbitration, any new documentation involving disciplinary action, unless cleared by the Arbitrator who shall decide if the material is admissible.
- 18.10** Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 18.11** The time limits in this Grievance Procedure may be extended by mutual consent of the parties.
- 18.12** If the Union notifies the Employer in writing of an alleged violation of the Collective Agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Furthermore, the withdrawal of a grievance at any step shall be without prejudice to grievances on similar matters if the Employer receives written notification of this decision from the Union.

**18.13 Informal Discussion**

Before a grievance is filed, and whenever it is possible, the person designated by the Faculty where the Employee works shall be given the opportunity to resolve the matter in accordance with the following:

- (a) The Employee, accompanied and represented by a representative of the Union, if he or she wishes, shall discuss the matter with the person designated by the

Faculty where the Employee works. The matter shall be brought to the attention of the person designated by the Faculty within twenty-one (21) days after its occurrence, or from the date the Employee ought reasonably to have been aware of the occurrence of the circumstance giving rise to the matter.

- (b) The discussion shall take place within five (5) days after the matter is brought to the attention of the person designated by the Faculty. If requested, the person designated by the Faculty shall give a reply in writing within five (5) days of the discussion. The Employer shall provide a list and contact details of Faculty designates at the beginning of each contract year. If a Faculty designate changes within a contract year, the Employer shall provide the union written notice of the change within five (5) days.
- (c) The parties agree that as a result of extenuating and exceptional circumstances, the Union may represent an Employee at the Informal Discussion stage of the Grievance Procedure to facilitate the resolution of a work-related dispute.

#### **18.14 Step One**

- (a) If the matter is not resolved by the Informal Discussion process provided for by Article 18.13 above, a grievance shall be submitted in writing to the Vice-Provost or designate of the School of Graduate and Postdoctoral Studies within ten (10) days of the response provided for in Article 18.13 (b) above. The grievance shall outline the facts of the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. It shall be signed and dated by the Employee and a representative of the Union.

- (b) The Employer shall convene a meeting of the parties within ten (10) days of the receipt of the grievance, and shall respond to the grievance in writing within seven (7) days of this meeting.
- (c) Where the knowledge of the perceived violation was not available to the Union, these time limits shall be extended to the date at which the Union reasonably ought to have become aware of the violation.

### **18.15 Step Two**

The Union (or the Employer in the case of an Employer grievance) may refer the grievance to arbitration by written notice within 30 days of an unsatisfactory response at Step One.

### **Group or Union Policy Grievances**

**18.16** A Group grievance is one involving two or more Employees in one or more Faculties.

A Union Policy grievance is a grievance involving the Union as a whole.

Such grievances shall be initiated at Step One of the Grievance Procedure and shall then follow the process in 18.14 above.

### **Employer Grievance**

**18.17** An Employer grievance shall be submitted to the President of the local and shall be initiated at Step One of the Grievance Procedure. The Union shall convene a meeting of the parties within ten (10) days of the receipt of the grievance and shall respond to the grievance in writing within seven (7) days of this meeting.

## **Suspension and Discharge Grievances and Grievances Alleging a Requirement to Perform Unsafe Work**

**18.18** A disciplinary suspension or discharge grievance, or a grievance under Article 24 – Health and Safety alleging that an Employee or group of Employees is being required to perform unsafe work shall be initiated at Step One of the Grievance Procedure.

## **ARTICLE 19 – ARBITRATION**

**19.01** Any grievance alleging a violation of this Collective Agreement, and including any question as to whether a matter is arbitrable, which has been processed but not settled through the above Grievance Procedure may be submitted to arbitration in accordance with this Article.

**19.02** The Party applying for arbitration shall provide the responding party with a list of up to five (5) Arbitrators for consideration. Within ten (10) days of the receipt of the list of recommended Arbitrators, the other party will 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 request the Minister of Labour to appoint an Arbitrator.

**19.03** The Arbitrator shall have all the powers vested in him or her by the Ontario Labour Relations Act and by the Collective Agreement, including, in the case of discipline or discharge, the power to substitute for the discipline or discharge such other penalties that the Arbitrator feels just and reasonable in the circumstances.

**19.04** The Arbitrator shall not have any power to change, modify, or alter the terms of the Collective Agreement.

**19.05** The University and the Union shall equally share the cost of the Arbitrator. The grievor(s) and Employees and/or Union officers who are required to attend arbitration proceedings as witnesses or representatives shall be given leave with regular pay and without loss of benefits or seniority in order to do so.

## **ARTICLE 20 – ACADEMIC FREEDOM**

**20.01** The essence of a university is the pursuit, creation and dissemination of knowledge through research and other scholarly activities. Members of the academic community, including Postdoctoral Employees, evaluate research results and interpretations. Conclusions are either sustained or refuted. The University must remain the centre of such free intellectual inquiry and exchange.

**20.02** The principle of academic freedom provides an academic community with the protection that must accompany independent scholarly activities. Academic freedom ensures the right to investigate, and to speculate, without deference to prescribed doctrine, and without fear of interference or repression from university administrators, politicians and/or others.

**20.03** As members of the academic community, Postdoctoral Employees have responsibilities as well as rights, and they are individually accountable for their findings and their statements. In protecting academic freedom, the Employer is not assuming any responsibility that is properly the responsibility of the Postdoctoral Employee.

**20.04** In their capacity as researchers and scholars, Postdoctoral Employees shall not purport to represent the views of the Employer.

## **ARTICLE 21 – INTELLECTUAL PROPERTY**

- 21.01** Intellectual Property (“IP”) refers to inventions, discoveries, creations, writings and other products, however arising, which are the result of intellectual or artistic activity, and which are capable of protection pursuant to the laws of Canada.
- 21.02** The Employer shall not claim ownership of any IP produced or owned by Employees prior to their appointment at the University.
- 21.03** In an academic research environment, collaboration and teamwork are common and the IP rights of all creators or inventors must be respected.
- 21.04** The parties are committed to the Tri-Agency position that authorship of published work includes all those who have materially contributed to, and share responsibility for, the contents of the publication, and only those people. Standards for the academic or professional discipline should be applied when determining authorship relative to proportion of contribution to a scholarly or creative work, and Employees shall receive recognition consistent with their contribution.
- 21.05** Ownership of commercializable IP, once created, shall be established in writing between the Faculty Supervisor, the Employee and other collaborators or sponsors, taking into consideration each party's contributions and obligations to the Employer and/or others. Owners of commercializable IP shall be entitled to share in the net proceeds in proportion to their contributions, unless agreed otherwise. Employees shall be entitled to union representation at any meeting called to discuss or agree upon ownership of IP.

**21.06** Any disputes arising from the administration of this Article shall first be referred to the Vice-President (Research) for mediation. If the dispute cannot be resolved through mediation, it may be subject to Article 18 (Grievance Procedure) and Article 19 (Arbitration).

## **ARTICLE 22 – OUTSIDE ACTIVITIES**

### **Outside Professional Activities**

**22.01** Employees receive appointments at the University based on their expertise and competence in their respective professional fields. Outside professional activities may enhance the professional and scholarly competence of the Employee as well as the reputation of the University.

**22.02** The Employer agrees that Employees may engage in professional activity with the community outside the University, provided that such activity does not conflict or interfere with the Employee's duties or responsibilities to the Employer. The Employee shall not represent himself or herself as acting on behalf of the University. However, nothing shall prevent the Employee from stating the nature and place of his or her employment at the University.

**22.03** Should outside professional activities involve the use of University employees, facilities, supplies, or services, such use shall be subject to the prior written approval of the Faculty Supervisor and shall be at the prevailing rates unless the Faculty Supervisor agrees in writing to waive all or part of the charges.

### **Other Outside Activities**

**22.04** Employees shall be free to engage in any other activities outside working hours, provided that no Employee shall



make use of his or her relationship with the University in the course of such activities without permission.

## **ARTICLE 23 – RESEARCH, PROFESSIONAL EXPENSES, FACILITIES**

**23.01** Normally Employees should seek prior approval for all research related expenses before they are incurred. However, the Employer recognizes that unanticipated expenses may arise in the course of field research. Employees may submit a claim for such expenses.

### **Travel and Mileage**

**23.02** Employees who are required to use their personal vehicles for Employer business shall be reimbursed in accordance with the University Travel Policy 2.16.

**23.03** Employees shall be reimbursed for travel expenses in accordance with the University Travel Policy 2.16.

**23.04** A copy of the University Travel Policy 2.16 shall be provided to each Employee at the meeting with the representative from the School of Graduate and Postdoctoral Studies as outlined in 5.01.

### **Reimbursement for Research Related Certification and Expenses**

**23.05** Provided prior approval has been given by the Faculty Supervisor, the Employee will be reimbursed for personal certification, licensing (e.g., professional, motor vehicle) and/or a registration fee that is required to complete the research.

**23.06** Employees shall be reimbursed for fees and/or passes for access to particular research environments required and approved by the Faculty Supervisor.

**23.07** Employees shall be reimbursed for personal protective equipment and/or specialized clothing that is required by the Faculty Supervisor when working in a particular laboratory or research environment.

### **University Facilities**

**23.08** Each Employee shall be provided access to a computer and/or free connection for a personal computer, at an on-campus location, to the University computer system and the internet.

**23.09** Subject to Library regulations, Employees shall be given access to all of the library holdings on campus.

**23.10** The Employer shall provide each Employee with appropriate work space (lab and/or workstation), and access to computing resources, equipment and materials necessary for the performance of the Employee's work. Through each Department, School or Faculty, Employees shall have, within reasonable limits determined by the Faculty Supervisor, access to facilities for the printing, photocopying, faxing and mailing, and basic office, laboratory and research supplies.

**23.11** Reimbursement of any other employment-related expenses incurred and not specified in this Article shall be subject to the approval of the Faculty Supervisor.

## **ARTICLE 24 – HEALTH AND SAFETY**

**24.01** The Employer and the Union agree that the protection of the health and safety of Employees and other persons in the workplace is an important matter of mutual concern.

**24.02** The Employer and Employees shall comply with all of the provisions of the *Occupational Health and Safety Act* (hereinafter the “Act”) as well as all applicable federal, provincial and municipal health and safety legislation and regulations.

**24.03** The Union may from time to time bring to the attention of the Employer any suggestions regarding health and safety and any other suggestions for improvements in conditions of work.

### **Employer Responsibilities**

**24.04** The Employer acknowledges its responsibility to provide a safe workplace, and to provide the necessary facilities, supplies and training required by the Act to protect the health, safety and security of Employees.

**24.05** In keeping with these provisions, the Employer reserves the right to establish and enforce such standards, rules, regulations, policies, and procedures as may be considered necessary for workplace health and safety.

**24.06** The Employer shall provide Employees with access to information relevant to their workplace health and safety through the Health, Wellness and Safety website. Such information shall include but not be limited to Inspection and Compliance Reports; information on hazard avoidance, specific perils, and ergonomics; reporting of health and safety concerns; Work Refusal Procedures; and links to applicable federal, provincial, and municipal legislation.

**24.07** Employees have a right to know about dangers in their working environment, including known risks to a fetus or nursing child. The Faculty Supervisor shall be responsible for informing Employees of any procedures or policies established by the Employer and associated with the safe

handling of materials or equipment; require them to use any protective devices, clothing or equipment as provided by the Employer, and to follow such procedures, and advise such persons of the existence of hazards of which the Employer is aware or ought reasonably to be aware, associated with the Employee's employment duties.

**24.08** The Parties agree that the Employer shall provide, and the Employees shall make use of, protective equipment whenever such equipment is required by the Act or regulations pertaining to the Act for the safe performance of the Employee's responsibilities of employment.

**24.09** Where there is a reasonable risk of exposure to an infectious agent either by the Employee working directly with an infectious organism or by working with human or animal tissues or fluids, the Employer agrees to pay the cost of any required vaccination not covered by provincial or other health plans.

### **Employee Responsibilities**

**24.10** Employees shall work in compliance with the provisions of the Act and in compliance with the standards, rules, regulations, policies or procedures established by the Employer. This includes any required certifications such as WHMIS.

**24.11** Attendance at required certification training sessions shall be considered paid time. In choosing the session to attend, Employees shall consult with their Faculty Supervisor and exercise reasonable judgment having regard for the needs of their research responsibilities.

**24.12** Employees shall follow safe working practices in carrying out their responsibilities and shall follow the standards,

rules, regulations, policies or procedures regarding the use of personal protective equipment in the workplace.

### **Occupational Health and Safety Committee**

- 24.13** The Employer and the Union agree to participate in the Joint Occupational Health and Safety Committee (JOHSC) in accordance with the Committee's terms of reference. The JOHSC shall report to the University Health and Safety Committee.
- 24.14** The parties agree that a representative of the bargaining unit shall have a seat on the JOHSC. Attendance at such committee meetings shall be considered paid time.
- 24.15** The JOHSC shall support the health and safety measures of the Department of Occupational Health and Safety and shall draw the attention of the Vice-President, Resources and Operations to any egregious or repeated violations of the safety compliance orders. Prior to drawing the attention of the Employer to such violations, the JOHSC may invite Employer representatives, Employees or other persons to appear before it to explain the lack of compliance.

### **Transportation of Injured Workers**

- 24.16** The Employer shall provide, at no expense to the Employee, appropriate transportation to the nearest medical facility, and from there to the Employee's home or place of work, depending on the decision of the attending medical practitioner, when such services are immediately required by an Employee as a result of injury or serious ailment occurring in the workplace.

### **Right to Refuse Unsafe Work**

- 24.17** Employees have the right to refuse unsafe work according to the provisions of the Act and shall follow the Work Refusal

Procedures as posted on the University's Health, Safety and Wellness webpage.

## **Hazardous Materials**

**24.18** Employees may seek pertinent information related to exposure to hazardous materials, including those which are biohazardous in nature, from the appropriate MSDS information, the Occupational Health and Safety Officer, or other official.

## **Pregnant and Nursing Mothers**

**24.19** Employees are encouraged to make themselves aware of the risk of occupational exposure to certain hazardous materials for a fetus or nursing child. An Employee who becomes pregnant or is nursing may request accommodation.

## **ARTICLE 25 – MEDICAL ACCOMMODATION**

**25.01** The Employer and the Union support the application of the Rehabilitation and Accommodation Program which applies a collaborative approach to providing medical accommodation to Employees. Employees 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 Faculty Supervisor and the Rehabilitation Coordinator. Employees attending meetings regarding their rehabilitation and/or accommodation may be accompanied by a representative of the Union.

**25.02** The Employer reserves the right to require medical certification by a qualified physician. The Employer may request an additional medical certification by a second qualified physician and/or treating practitioner to be chosen from a list which has been agreed to by the Union and the Employer. Any cost associated with the additional medical certification will not be at the Employee's expense. All medical information will go to the Rehabilitation Coordinator

and is kept confidential. The Rehabilitation Coordinator will inform the Faculty Supervisor of the accommodations required.

**25.03** At the beginning of an absence and at regular intervals thereafter the Employee will keep his/her Faculty Supervisor informed of his/her medical status and tentative return to work date.

## **ARTICLE 26 – TECHNOLOGICAL CHANGE**

**26.01** When the Employer introduces new technology (equipment or material) that is likely to affect the income and/or security of employment of any Employee(s), the Employer will provide any affected Employee(s) and the Union with notice of the change as soon as is practicable. In all cases, the Employer will provide not less than thirty (30) days notice.

**26.02** During the notice period, the Employer will consult with the Union on the implications of the technological change, where both parties will make every effort to avoid or minimize adverse effects on the Employee(s). The Employer shall also provide the affected Employee(s) with necessary training on the new technology, at the Employer's expense, with a view to avoiding or minimizing the impact on the income and/or security of employment of any Employee(s). All hours spent in training shall be considered time worked.

## **ARTICLE 27 – DESIGNATED UNIVERSITY HOLIDAYS**

**27.01** Employees shall be entitled to the following paid University holidays:

- (a) New Year's Day
- (b) Family Day
- (c) Good Friday
- (d) Victoria Day
- (e) Canada Day
- (f) Civic Holiday
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Christmas Day
- (j) Boxing Day
- (k) Designated University holidays that fall between Boxing Day and New Year's Day
- (l) Any other holiday declared by the University or the Employment Standards Act.

**27.02** The Employer will determine the precise working day on which each of the holidays is honoured.

## **ARTICLE 28 – VACATIONS**

**28.01** Subject to Article 28.02, Employees shall earn paid vacation in the following manner:

- (a) At the rate of 1.25 working days for each of the first twenty-four (24) complete calendar months of continuous employment (up to fifteen working days per year);
- (b) Upon completion of two (2) years of continuous employment, at the rate of 1.67 working days per month (up to twenty working days per year).



- 28.02** A break in employment of sixty (60) calendar days duration or less shall not constitute a break in the employment relationship for purpose of 28.01.
- 28.03** The Employees and the Faculty Supervisor shall ensure that full vacation entitlement is taken in the year in which it is earned, at times mutually agreeable to the Employee and Faculty Supervisor.
- 28.04** It is expected that an Employee's unused vacation leave credits will not exceed five (5) days at any time. However, only in special circumstances and upon written approval by the Faculty Supervisor, an Employee may be permitted to accumulate vacation leave credits to a maximum of ten (10) days.
- 28.05** If an Employee accepts a new position with the University, the Employee will have their accrued vacation paid out or, at the Employee's election, they will have the right to take their accrued vacation before beginning their new position. Upon request, the Employee may choose to carry over a maximum of six (6) unused vacation days. In such cases, accrued vacation over and above six (6) days will be paid out.

## **ARTICLE 29 – LEAVES OF ABSENCE**

- 29.01** For purposes of Bereavement and Family Medical Leave, family shall be defined as per the *Employment Standards Act*.
- 29.02** Leaves for the care of sick children or other sick relatives shall be without pay unless the Employee utilizes accrued vacation entitlement or makes a mutually agreeable arrangement with the Faculty Supervisor to make up the time.

### **29.03 Bereavement Leave**

Leave with pay for five (5) days shall be granted to an Employee for the purpose of administering bereavement responsibilities and/or to attend the memorial service of a family member. In instances where extensive travel is required, or where individual circumstances warrant, additional days of leave without pay may be granted at the sole discretion of the Faculty Supervisor.

### **29.04 Family Medical Leave**

Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.

**29.05** An Employee shall be granted leave under Family Medical Leave and Critical Illness Leave shall be without pay for the care and support of family in accordance with the following conditions:

- (a) an Employee shall notify the University in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) an Employee shall provide the Faculty Supervisor with a copy of a medical certificate issued by a qualified health practitioner as proof that the critically ill family member needs care or support over a specific period of weeks.

**29.06** Leave entitlements granted for Family Medical Leave and Critical Illness Leave in accordance with 29.05 shall be as follows:

- (a) Family Medical Leave: a minimum of one (1) week and for a maximum period of twenty-eight (28)

weeks within a specified fifty-two (52) week period when a family member is at significant risk of death within twenty-six (26) weeks. Leave shall be taken in periods of whole weeks. If two or more employees take leaves under this clause in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed twenty-eight (28) weeks during the fifty-two (52) week period.

- (b) Critical Illness Leave to support a minor child: a maximum period of thirty-seven (37) weeks within a fifty-two (52) week period to provide care and support of a critically ill child under the age of eighteen (18). Leaves may be taken in periods of days, but any days taken within a single week shall count as a week from the leave.
- (c) Critical Illness Leave to support an adult: a maximum period of seventeen (17) weeks to provide care and support of a critically ill adult over the age of eighteen (18). Leave may be taken in periods of days, but any days taken within a single week shall count as a week from the leave.

**29.07** Service shall continue to accrue during periods of Family Medical Leave and Critical Illness Leave.

### **29.08 Court Leave**

Upon written request to the Faculty Supervisor, an Employee shall be granted paid leave, less what the court pays for the performance of the required duties, when summonsed to serve for jury duty or jury selection, or when subpoenaed as a witness to court proceedings to which the Employee is not a party.

**29.09** The Employee must present a copy of the summons or subpoena to the Faculty Supervisor which indicates the period of jury duty or witness service required.

**29.10** To qualify for paid Court Leave, the Employee must provide evidence confirming the period of jury or witness duty served.

**29.11 Pregnancy, Parental, and Adoption Leaves**

An Employee shall be eligible for pregnancy leave as defined in the *Employment Standards Act* provided that they commenced Employment at least thirteen (13) weeks prior to their expected due date. Following thirteen (13) weeks of continuous service, an Employee shall be eligible for parental leave as defined in the *Employment Standards Act*. It is important that employees obtain information about their rights to Employment Insurance benefits if they are considering taking a pregnancy or parental leave under this article.

**29.12** An Employee who becomes pregnant shall, upon request, be granted pregnancy leave for a period of seventeen (17) weeks beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy. At its discretion, the Employer may require an Employee to submit a medical certificate certifying pregnancy. The Employer shall reimburse the cost of the medical certificate. An Employee shall inform his or her Faculty Supervisor in writing of her plans for taking leave at least four (4) weeks in advance of the initial date of pregnancy leave, or such lesser period where there is a valid reason why that notice cannot be given.

**29.13** Parental leave, separate from pregnancy leave, shall be extended to any Employee who becomes a parent of a newborn or a newly adopted child or children. The birth mother shall be entitled to a leave of sixty-one (61) weeks and other new parent(s) shall be entitled to a leave of sixty-three (63) weeks. The adoptive parent(s) shall be entitled to a parental leave of sixty-three (63) weeks. The

Employee shall inform, in writing, the Faculty Supervisor of his/ her plans for taking parental leave at least four (4) weeks in advance of the initial date of the parental leave, or such lesser period where there is a valid reason why that notice cannot be given.

- 29.14** A female Employee who has taken a pregnancy leave, if she chooses to take a parental leave also, shall take the parental leave immediately following the pregnancy leave, unless the child has not come into the care and control of the mother at the end of the pregnancy leave (e.g. is hospitalized) in which case alternative arrangements respecting the timing of the parental leave may be made.
- 29.15** Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy, and/or delivery of the infant, will be treated in accordance with Articles 29.22 to 29.24 - Sick Leave. Employees unable to return to work following a pregnancy leave, or subsequent parental leave, because of illness associated with the birth of a child, shall notify the University as soon as possible.
- 29.16** For the birth parents of a newborn child, the parental leave must begin no later than seventy-eight (78) weeks after the child is born or comes in the care and control of the parent for the first time.
- 29.17** For the parents of an adopted child, the parental leave must begin no later than seventy-eight (78) weeks after the child comes in the care and control of the parent for the first time.
- 29.18** An Employee who qualifies under this Article for pregnancy leave or parental leave, and has worked for the University for at least one (1) year, and has made the necessary application for, is eligible for, and will be in receipt of Employment Insurance (EI) benefits, shall be granted Supplementary Employment Insurance Benefits for the

period of the pregnancy leave or for seventeen (17) weeks of the parental leave, or to the expiration of the Employee's contract, whichever is the lesser. The Application for Supplementary Employment Insurance Benefits will be made through Human Resources. The one (1) year period shall be calculated from the commencement of employment to the expected delivery date or the date on which a child comes in to the care and control of the parent for the first time. The one (1) year period may be waived in the case of the adoption of a child where the date that the child comes into the care and control of the parent is outside the control of the parent.

**29.19** The Supplementary Employment Insurance Benefits (SEIB) shall be in the amount of:

- (a) 95% of salary at the commencement of the leave paid by the Employer for the initial one-week waiting period prior to commencement of the Employment Insurance Benefits; and,
- (b) the difference between 55% of the Employee's pre-leave salary up to the maximum insurable earnings for Employment Insurance purposes and 95% of the Employee's pre-leave salary paid by the Employer for the remainder of the eligible leave, not to exceed an additional seventeen (17) weeks.
- (c) In no case will the total amount of SEIB, 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.

**29.20** If, before six (6) months have elapsed since his/her return to work, an Employee voluntarily resigns his/her employment, or is discharged for cause, he or she will be

indebted to the Employer for the sum of monies paid to them by the Employer during his or her leave.

**29.21** The Supplementary Employment Insurance Benefits for an Employee couple shall not exceed a combined total of eighteen (18) weeks.

**29.22 Sick Leave**

Employees shall be granted up to nine (9) days of sick leave with pay annually. There shall be no carry-over of sick days beyond the period for which they are granted.

**29.23** Employees are to notify their Faculty Supervisors as early as possible of their absence and expected date of return to work.

**29.24** The University shall grant a leave of absence without pay for sick leave to Employees who have used all of their granted sick leave with pay in accordance with Article 25 Medical Accommodation.

**29.25 Religious Observance Leave**

With advance notice to the Faculty Supervisor, Employees shall be entitled to up to two (2) days per year of leave with pay to observe holidays of the Employee's religion other than those specified in Article 27 – Designated University Holidays provided such religion is listed in the Multicultural Calendar distributed by the department of Equity & Human Rights Services.

**29.26 Union Leave**

The Employer shall grant leave with pay for one (1) Employee participating as a party, a witness, or a representative of the Local in respect to:

- (a) any proceeding before the Ontario Labour Relations Board;
- (b) any proceedings under Article 18 Grievance Procedure and Article 19 Arbitration; and,
- (c) scheduled meetings with the Employer on behalf of the Union.

**29.27** The Employer shall recognize a negotiating team consisting of up to two (2) Employees. Employees who are members of the negotiating team shall not lose pay during any negotiating meetings with the Employer, up to and including two (2) days of conciliation, but not beyond, held during the Employee's regular working hours.

**29.28** Employees may request Union leave without pay in order to serve the Union. Such leave shall be up to a maximum of ten (10) working days per year.

**29.29 Domestic and Sexual Violence Leave**

Following thirteen (13) weeks of continuous service, an Employee shall be eligible for ten (10) days and up to fifteen (15) weeks of leave if the Employee or a child of the Employee experiences domestic or sexual violence, or the threat of domestic or sexual violence, as defined in the Ontario *Employment Standards Act*. Employees may take ten (10) days as paid leave and the balance as unpaid leave.

**ARTICLE 30 – WAGES AND PAY ADMINISTRATION**

**30.01** Employees are to be paid on a monthly basis, by bank deposit on the second last work day each month, for a period equal to the length of their contract. The Employer may increase the frequency of the pay period provided



Employees receive at least 60 calendar days notice prior to the change.

- 30.02** Employees are to be paid by direct deposit into the account and institution of their choosing provided the institution is licensed to accept deposits in Canada. Employees are responsible for setting up and maintaining accurate information through the Employee self-service internet application provided by the Employer.
- 30.03** While Faculty Supervisors retain flexibility in determining the appropriate stipend/salary for each Employee having regard to available funding, a candidate's specific qualifications, references and academic record, and market trends, in no case shall an Employee's total base annualized stipend/salary from all combined sources including internal and external sources be less than the amount stipulated in Appendix A, or a prorated equivalent thereof for an Employee who is being compensated for another appointment and is therefore working less than full-time hours in the bargaining unit, or whose appointment is for less than 12 months.
- 30.04** If at any time during the Employee's appointment, the Employee obtains salary support that was not originally anticipated in the current appointment letter, the Faculty Supervisor's financial commitment may be offset, in whole or in part, by the amount of the salary support. If such salary support is reduced or eliminated, the Faculty Supervisor will reinstate his or her financial commitment by the amount of such reduction, up to the level of the Faculty Supervisor's financial commitment originally stated in the current appointment letter. This requirement does not extend to appointment extensions or new appointments.

## **ARTICLE 31 – BENEFITS**

### **31.01 Extended Health and Dental Benefit Plan**

- (a) Employees under this agreement will receive Extended Health and Dental Benefit Plan as outlined in Appendix B for the duration of their contract. Family premiums are subject to change each May 1, based on claims experience.
- (b) Employees who want access to the Extended Health and Dental Benefit Plan for Family, as defined in Appendix B, must pay 100% of the difference between family and single coverage premiums. Premiums for Family coverage will be deducted from the employee's pay on a monthly basis.

**31.02** The University reserves the right to select and replace the benefit administrators and/or insurance carriers for delivery of the benefit plan. The University will provide members with 90 day notice of any change in benefit plan provider.

**31.03** The Extended Health and Dental Benefit Plan ceases to be a benefit for an Employee and their Family on the last day of the month coincident with or following his/her date of termination or salary continuance under 32.05.

### **31.04 Life and Accident Insurance**

Optional Life Insurance may be purchased at 100% cost to the Employee. Employees may elect insurance benefits on their life in increments of \$50,000 to a maximum of \$500,000. The Optional Life Insurance premiums will be based on age, gender and smoker status and are subject to annual adjustments that reflect the cost of the plan on a University wide basis.

**31.05** Dependent Life insurance may be purchased at 100% cost to the Employee. The Dependent Life Insurance provides for \$40,000 on the death of a covered Employee's spouse

and \$10,000 on the death of a covered Employee's dependent child. The premium for this benefit is a flat rate for all in the plan.

**31.06** Voluntary Accident Insurance may be purchased at 100% cost to the Employee. The Voluntary Accident Insurance provides for a benefit up to \$250,000 upon the covered Employee's death by accident and/or benefits if the covered Employee should lose a limb, eye and a variety of other consequences of accidents. The premium for the benefit depends upon the level of insurance chosen.

### **31.07 Employee Assistance Plan**

Employees will have access to confidential counseling services, currently provided by the Thames Valley Family Services, to support their family needs in the areas of social, psychology, credit and other personal counseling services and education.

### **31.08 Professional Allowance**

Effective January 1, 2021 and each subsequent calendar year, Employees will be provided with a Professional Allowance of \$55 per month for the number of appointment months in the calendar year. The professional allowance for each calendar year shall be provided in the Employee's professional allowance account at the beginning of each calendar year of the Employee's appointment. Unused amounts in the Professional Allowance may be carried over into the next calendar year of a current appointment.

## **ARTICLE 32 – TERMINATION OF EMPLOYMENT**

### **Resignation from the University**

**32.01** Whenever possible, an Employee must provide written notice at least twenty (20) days in advance of resignation date.

## **End of Contract**

**32.02** Employment ends automatically upon the completion of the stated term date of appointment, without written notice from the Employer. Where the Employer intends to extend an Employee's contract, the Employer shall do so in accordance with Article 12.07.

## **Employer Initiated Termination**

**32.03** The Employer reserves the right to terminate the employment of any member for just cause. Dismissal for just cause must be conducted in a manner consistent with Article 16 – Discipline and Discharge.

**32.04** An Employee whose position ends prior to its stated expiration date due to frustration of contract shall be provided a minimum of thirty (30) calendar days' notice or pay in lieu of notice of termination.

**32.05** If the Employer terminates the employment of any member due to a reduction in grant funding, the Employer shall give the Employee six (6) weeks' notice or equivalent pay in lieu of notice in the form of salary continuance. The Employee shall have access to all Benefits under Article 31 during the period of salary continuance.

## **ARTICLE 33 – LOCAL SUPPORT**

**33.01** On September 1 of each year, the Employer shall pay the Alliance the sum of \$9,500 to assist the Alliance in the administration of the Collective Agreement. The Alliance shall have full discretion in how this amount is allocated to its executive members. From these funds, the Alliance may choose to support the PSAC Social Justice Fund.

## **ARTICLE 34 – DURATION AND RENEWAL**

**34.01** The terms of this Agreement will become effective upon the date of ratification by both parties and shall be in effect until December 31, 2022.

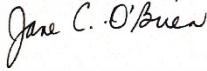
**34.02** This Agreement shall remain in effect from year to year thereafter unless either party informs the other in writing of a desire to amend this Agreement. This notification of the desire to amend the Agreement must occur within three (3) months prior to the expiration date of this Agreement or any anniversary of such expiration date.

In witness whereof, the Parties have executed this Agreement  
as of the 26<sup>th</sup> day of October, 2020.

For the University of Western  
Ontario



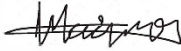
Dr. Alan Sheppard  
President & Vice Chancellor



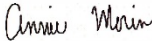
Jane O'Brien



Dr. Linda Miller



Dr. Mihaela Harmos

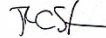


Annie Morin

For the Public Service Alliance of  
Canada Local 00610



Craig Reynolds  
Regional Executive VP, Ontario



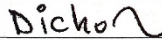
Dr. John Eustace  
Negotiator



Dr. Darren Pacione  
PSAC Researcher



Wesley Robinson



Dr. Dicho Zoyama



Dr. Anil Kumar Jhavar

## Appendix A

The stated minimum applicable annualized stipend/salary from all combined sources to each Employee shall be as follows:

Effective January 1, 2020 Minimum Floor:	\$34,425
Effective January 1, 2021 Minimum Floor:	\$34,942
Effective January 1, 2022 Minimum Floor:	\$35,466

Effective May 1, 2020, each active Employee will receive a wage increase of 1.0% (annualized). Retroactive pay will be paid to all Employees who are employed by the Employer as of the date of ratification.

Effective January 1, 2021, each active Employee will receive a wage increase of 1.0% (annualized).

Effective January 1, 2022, each active Employee will receive a wage increase of 1.0% (annualized).

### **Lump Sum Payment**

All active eligible Employees as of the date of ratification of this Collective Agreement, excluding those on unpaid leave of absences and those in receipt of benefits from Workplace Safety Insurance Board, shall receive a one-time lump sum payment \$250, payable in the pay period of January 2021.

## Appendix B - Extended Health and Dental Benefit Plan

Benefit Type	Coverage
<b>Prescription Drugs</b>	<ul style="list-style-type: none"> <li>- 80% coinsurance</li> <li>- Mandatory generic drug substitution</li> <li>- Maximum dispensing fee of \$6.50</li> <li>- Speciality drug plan and Opioid management controls</li> <li>- Overall maximum \$25,000/yr per covered person</li> </ul>
<b>Paramedical Services</b>	<ul style="list-style-type: none"> <li>- 80% coinsurance</li> <li>- Massage Therapist, Chiropractor, Physiotherapy, Psychologist, (includes Psychotherapist, MSW/Clinical Counsellor/Family Counsellor), Naturopath</li> <li>- combined annual maximum of \$500 per covered person</li> </ul>
<b>Medical Equipment and Supplies</b>	<ul style="list-style-type: none"> <li>- hearing aids 80% coinsurance subject to limit of \$500/ 5 years</li> <li>- Orthotics/Custom made Orthopaedic Shoes/Adjustments to Stock Item Shoes – 80% reimbursement - \$200 combined maximum</li> <li>- Wigs – 80% reimbursement to a lifetime maximum of \$400</li> <li>- Other Medical Services and Supplies – reimbursed at 80% (i.e. surgical stockings, brassieres, crutches, braces etc.)</li> <li>- diabetic supplies – glucometer, Continuous Glucose Monitoring (CGM), Freestyle Libre etc.- based on reasonable and customary charges.</li> </ul>



<b>Benefit Type</b>	<b>Coverage</b>
	<ul style="list-style-type: none"> <li>- Insulin dependent diabetics subject to 3,000 strips/yr; other diabetics subject to 400 strips/year</li> </ul>
<b>Hospitalization</b>	<ul style="list-style-type: none"> <li>- Hospital – Semi-Private Hospital Room – 80% reimbursement</li> </ul>
<b>Vision Care</b>	<ul style="list-style-type: none"> <li>- Vision Care – 100% reimbursement – with a maximum of \$150/24 months</li> </ul>
<b>Out of Country Emergency Travel</b>	<ul style="list-style-type: none"> <li>- Out of Country Coverage/Standard Manuassist– 60 days, \$100,000 lifetime maximum, with a 100% reimbursement (includes the standard stability clause)</li> </ul>
<b>Dental – basic preventative</b>	<ul style="list-style-type: none"> <li>- Basic Coverage (Basic/Periodontics and Endodontic – Levels I and II) – 9 month recall – 80% reimbursement</li> <li>- Current Dental Fee Guide</li> </ul>
<b>Dental Major</b>	<ul style="list-style-type: none"> <li>- Dentures (Level III) – 50% reimbursement</li> <li>- Bridges/Crowns (Level IV) – 50% reimbursement</li> <li>- Combined Maximum (basic and Major) of \$1,200/yr per covered person</li> </ul>

## **DEFINITION OF FAMILY**

A **Family** includes the Employee plus one **Spouse**, if any, and children that natural, legally adopted, step or foster child of the Employee or Spouse, who is unmarried, not engaged in full-time employment, dependent on the Employee or Spouse for financial support and under age 21.

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

- under age 25 and enrolled and in full-time attendance at an accredited educational institution which provides a recognized certificate of accreditation on completion, or
- incapable of self support due to mental or physical infirmity which began while the Child was covered as the Employee's Dependent.

\* Coverage will continue until the end of the month following the date the Child is no longer eligible for coverage as described above.

**Spouse** means: the legally married spouse of the Employee; or a person of the opposite or same sex who has continuously lived with the Employee for a period of at least one year in a conjugal relationship outside marriage. Only one Spouse will be considered as being covered at any time.

# **Letter of Understanding**

**Between**

**The University of Western Ontario**

**And**

**Public Service Alliance of Canada, Local 610**

## **Extended Health and Dental Benefit Plan Implementation (“the plan”)**

1. Effective January 1, 2021 all active postdoctoral scholars represented by PSAC 610 Unit 2 with employment contracts that continue into 2021 and beyond will be enrolled in the new Extended Health and Dental Benefit Plan.
2. Upon ratification of this agreement, members who have existing Flex Credits designated as Professional Allowance and/or Health Care Spending Accounts shall retain their banked Professional Allowance and/or Health Spending Accounts until they have been exhausted or end of contract or until December 31, 2021, whichever comes first.
3. The University will fund the monthly premiums for single coverage for members.
4. Effective January 1, 2021 members who elect family coverage will be required to pay 100% of the difference between family and single coverage premiums as a deduction from their pay.

The University shall review the claims experience for the plan year (beginning with 2021), and notify members of any change in premiums for Family coverage effective May 1, 2022 and shall provide the Union with a copy of the review. If the University deems

that a change in premiums is necessary in light of the claims experience review, it shall notify the union at least sixty (60) days prior to introducing any premium change. The Employer shall notify members of any change in premiums effective May 1 of each year.

Employees who commence their initial appointment at Western University in December 2020 will be eligible for a one-time payment of \$120.

# Letter of Understanding

Between

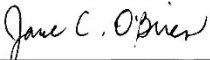
The University of Western Ontario


And

Public Service Alliance of Canada, Local 611

## Implementation of the Collective Agreement

The Parties agree that no Employee who holds an appointment on the date that this Agreement is ratified by both parties shall be subject to a reduction in the annual salary/stipend paid by the Faculty Supervisor for that appointment solely as a result of the implementation of the stated minimum floor in Appendix A.

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

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