

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

For the Period
October 1, 2016 to December 31, 2019

- 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 1st, 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. The Union shall be copied on all letters of appointment to Employees.

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 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 Department/School/Unit 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 Department/School/Unit where the Employee works. The matter shall be brought to the attention of the person designated by the Department/School/Unit 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 Department/School/Unit. If requested, the person designated by the Department/School/Unit shall give a reply in writing within five (5) days of the discussion.
- (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 Employer'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** Employees shall be entitled to schedule vacation in the year 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 his or her accrued vacation paid out. 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 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 ill family member needs care or support and is at significant risk of death within 26 weeks.

29.06 Leave granted for Family Medical Leave shall be for a minimum period of one (1) week and for a maximum period of eight (8) weeks. Leave shall be taken in periods of whole weeks.

29.07 Service shall continue to accrue during periods of Family Medical 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 and Parental Leaves

Following thirteen (13) weeks of continuous service, an Employee shall be eligible for pregnancy and/or parental leave as defined in the *Employment Standards Act*.

- 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 thirty-five (35) weeks and the father shall be entitled to a leave of thirty-seven (37) weeks. The adoptive parent(s) shall be entitled to a parental leave of thirty-seven (37) weeks. The parental leave for an Employee couple of a newborn or a newly adopted child shall not exceed a combined total of thirty-seven (37) 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 conclude no later than fifty-two (52) 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 conclude no later than fifty-two (52) 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 shall be in the amount of:

- (a) 95% of salary at the commencement of the leave paid by the Employer for the initial two (2) week waiting period for EI benefits; and,
- (b) the difference between the EI benefit level 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 fifteen (15) weeks.

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 17 weeks.

29.22 Sick Leave

Employees shall be granted up to six (6) 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.

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 Effective January 1, 2018, all members will be entitled to Flexible Credits of \$1,400 per year for the life of this collective agreement, effective January 1, 2018.

Flexible Credits can be allocated in \$100 increments to the Health Care Spending Account or to Professional Allowance. Unused amounts in the Professional Allowance may be carried over for one calendar year.

Health Care Spending Account

Employees will be provided with a Health Care Spending Account, to reimburse Employees for expenditures on health, dental, vision and other medical expenses incurred under non-taxable private health services plans, including eligible premiums to other eligible health insurance plans. Eligible expenses include expenses that qualify for the medical expense tax credit, as defined by the *Income Tax Act* (Canada) and its Regulations.

Unused amounts may be carried over for one calendar year.

31.02 The Health Care Spending account ceases to be a benefit for an Employee on the last day of the month coincident with or following his/her date of termination.

31.03 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.

31.04 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.

31.05 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.

31.06 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.

ARTICLE 32 – LOCAL SUPPORT

32.01 On September 1 of each year, the Employer shall pay the Alliance the sum of \$8,000 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 33 – DURATION AND RENEWAL

33.01 The terms of this Agreement will become effective upon the date of ratification by both parties and shall be in effect until December 31, 2019.

33.02 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 31st day of July, 2017.

**For the University of Western
Ontario**

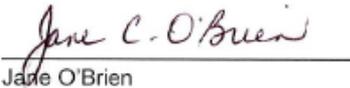
**For the Public Service Alliance of
Canada Local 00610**



Dr. Amit Chakma
President & Vice Chancellor



Sharon DeSousa
Regional Executive Vice-President Ont.



Jane O'Brien



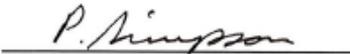
Abul Akon



Dr. Linda Miller

Absent at Signing

Yi-Kai Su



Dr. Peter Simpson



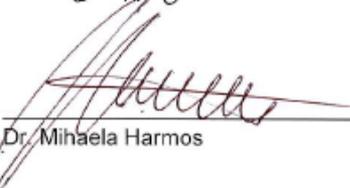
Katherine Kasper



Dr. Greg Kopp



Jawara Gairey
Negotiator



Dr. Mihaela Harnos



Katie Osborne

Appendix A

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

Effective January 1, 2018 Minimum Floor
\$34,000

Effective July 1, 2017, each active Employee will receive a wage increase of 1.5% (annualized).

Effective January 1, 2018, each active Employee will receive a wage increase of 1.5% (annualized).

Effective January 1, 2019, each active Employee will receive a wage increase of 1.5% (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 August, 2017.

Letter of Understanding

Between

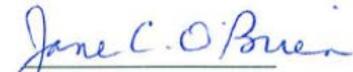
The University of Western Ontario

And

Public Service Alliance of Canada, Local 610

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