

# Collective Agreement

Between

The University of Ottawa



uOttawa

And

The Bargaining Unit of the Support Staff University of Ottawa (SSUO) of the Ontario  
Secondary School Teachers' Federation (OSSTF)



From May 1st, 2022 to April 30th, 2025

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**PREAMBLE**

For matters that require the interpretation of any portion of this Agreement, including the processing or arbitration of any grievance, the official text of any article shall be the text indicated by an asterisk (\*) found beside the number or heading of the article/section.

In the Agreement the generic masculine is used without discrimination.

**ARTICLE 1 - PURPOSE OF AGREEMENT**

- establish a proper relationship between the University, the employees, and the Union;
- set out certain conditions of employment with respect to remuneration, duration of work, benefits and working conditions that are subject to the Agreement;
- implement the necessary provisions to ensure the employees' occupational health and safety;
- facilitate the resolution of labour relations problems, thereby fostering harmonious relations among the University, the employees, and the Union; and
- ensure the proper working and growth of the University.

## **ARTICLE 2 - DEFINITION OF TERMS**

- 2.1 Employer: means the University of Ottawa.
- 2.2 The University: means the Employer - the University of Ottawa.
- 2.3 Agreement: means this Collective Agreement.
- 2.4 Liaison officer: means the Director Labour Relations, Principal Negotiator, or their delegates, who alone are empowered to deal with any problems relating to labour relations, discussions or negotiations and agreements with the Bargaining Unit or the Union.
- 2.5 Fiscal year: means the period corresponding to the Employer's fiscal year, i.e., from May 1 of the current year to April 30 of the subsequent year.
- 2.6 The parties: means the University, the Union, and the Bargaining Unit.
- 2.7 Personnel file: An employee's official file is that retained at the Human Resources Service. It is agreed that administrative units may retain administrative documents and that any such documents kept elsewhere or in any other manner are not considered part of the official file.
- 2.8 Union: means the Ontario Secondary School Teachers' Federation (OSSTF).
- 2.9 Bargaining Unit: means all members of the University of Ottawa support staff for which the OSSTF holds bargaining rights as set out in accreditation certificate number 3629-06-R, represented by the Support Staff University of Ottawa (SSUO).
- 2.10 Employee: means any person included in the Bargaining Unit and governed by the Agreement.
- 2.11 Union representative: means a person who is part of the Bargaining Unit's executive committee or an outside representative who works for the Ontario Secondary School Teachers' Federation (OSSTF).
- 2.12 Immediate supervisor: means the line supervisor who holds a position at a rank higher than that of an employee and to whom an employee reports. This person is the first level of authority for an employee. When an employee has both a functional line supervisor and an administrative line supervisor, the immediate supervisor is the administrative line supervisor. The title of the latter's position will be identified in the job description.
- 2.13 Continuous service: means a period of service without more than thirteen (13) weeks of uninterrupted work between one or more consecutive positions/employment contracts.
- 2.14 Promotion: means a permanent appointment of an employee from one regular position to another for which the maximum salary scale is higher proportional to the hours of work associated with the position.
- 2.15 Transfer: means the permanent appointment of an employee from one regular position to another regular position for which the maximum salary scale is equal proportional to the hours of work associated with the position.
- 2.16 Demotion: means the permanent appointment of an employee from one regular position to another regular position for which the maximum salary scale is lower proportional to the hours of work associated with the position.

### **Definitions of Various Types of Employee Status**

- 2.17 Regular employee: means any employee who holds a regular indeterminate position that is part of the Bargaining Unit and for which the number of hours of work specified in their job description is

thirty-five (35), thirty-six-and-a-quarter (36.25) or forty (40) hours a week, depending on the employment group.

2.18 Part-time regular employee: means any employee who holds a regular indeterminate position that is part of the Bargaining Unit and for which the number of hours of work per week as specified in the job description is more than twenty-four (24) hours per week but less than thirty-five (35) hours per week. The number of hours worked in similar positions in the same unit is used as the benchmark in determining the percentage of hours worked in comparison with a full-time position; if no similar positions exist, the number of hours shall be a percentage of a thirty-five (35) hour work week.

2.19 Regular seasonal employee: means any employee who holds a regular indeterminate position that is part of the Bargaining Unit and that regularly entails a period of employment of less than twelve (12) months per year because of the type of duties or the type of clients served. Such employees generally work between August and June of each year, depending on operational requirements, as set out in the job description. The percentage of full-time hours for the position shall be determined in relation to the number of months, weeks and days worked per year.

A regular seasonal employee receives the benefits of the Agreement during their time of employment but is laid off when their annual period of employment expires. During their lay-off period the employee is entitled to participate in the pension plan and the group insurance plan, subject to conditions established at the University for leave without pay.

2.20 Part-time regular seasonal employee: means any employee who holds a regular indeterminate position that is part of the Bargaining Unit and for which the number of hours of work per week as specified in the job description is more than twenty-four (24) hours per week but less than thirty-five (35) hours per week. The position also entails an employment period of less than twelve (12) months per year because of the type of duties or the type of clients served. These employees generally work between August and June of each year, depending on operational requirements, as set out in the job description. The percentage of full-time hours for the position is determined in relation to a combination of a) the hours of work per week and b) the number of months, weeks and days worked per year in similar positions in the same unit; if no similar positions exist, the number of hours shall be a percentage of a thirty-five (35) hour work week for twelve (12) months per year.

A regular seasonal employee receives the benefits of the Agreement during their time of employment but is laid off when their annual period of employment expires. During their lay-off period the employee is entitled to participate in the pension plan and the group insurance plan, subject to conditions established at the University for leave without pay.

2.21 Term employee, full-time: means any employee who is performing an employment contract of thirty-five (35), thirty-six-and-a-quarter (36.25) or forty (40) hours per week, depending on the employment group, and whose salary is paid from the operating fund.

2.22 Term employee, part-time: means any employee who is performing an employment contract of more than twenty-four (24) hours but less than thirty-five (35) hours per week, depending on the employment group. The number of hours worked in similar positions in the same unit is used as the benchmark in determining the percentage of hours worked in comparison with a full-time position; if no similar positions exist, the number of hours shall be a percentage of a thirty-five (35) hour work week. The salary is paid from the operating fund.

2.23 Term employees, special projects: means any employee who is performing an employment contract in connection with a special project for a maximum of three (3) years and whose salary is paid from the operating fund.



- 2.24 Essential position: The University must ensure that students, its employees, and the university community have access to essential services in the event of a strike and when the University is closed because of an emergency. The following are deemed to be essential services: services, facilities or activities of the University that are or will be necessary to the safety and security of the public and the university community as a whole or a portion thereof. In other words, there must be reasonable grounds to recognize the probability or even the possibility that human or animal life or public security would be in jeopardy if a work stoppage were to interrupt the duties of the employees concerned. The parties agree on the list of positions determined essential and they will be identified in an Appendix to the Agreement.
- 2.25 Regular position: Substantive position of an employee who holds the status of regular employee.
- 2.26 Vacant regular position: Regular position without an incumbent or a newly created regular position.
- 2.27 Temporary assignment: Assignment of a regular employee to a term position during which the employee retains their substantive position.
- 2.28 Spouse: For the purposes of the Agreement, and when no government regulation or statute defines otherwise, a person to whom an employee is married or, irrespective of the employee's marital status, a person with whom an employee has cohabited for at least a year in a relationship that resembles marriage or, if for less than a year, with whom an employee has become the natural or adoptive parent of a child, and whose name appears in the University's files as the employee's spouse.
- 2.29 Dependant: A person who:
- a) is not married,
  - b) is a natural child, a stepson or stepdaughter, a child who has been legally adopted or a child in the employee's or the employee's spouse's foster home, and who is less than 21 years of age or, if attending a certified educational institution full time and is supported by the employee, is less than 27 years of age.
  - c) A newborn starts to enjoy protection at birth, provided the birth has been reported to the Human Resources Service.
  - d) A child who has a mental or physical disability and who was covered up to the maximum age continues to enjoy protection after that age provided that, once the child has reached the maximum age, and after that age, the child is incapable of holding employment that would enable the child to be self-supportive and that is fully dependent on the employee. In such circumstances, the child's medical history may be requested. The employee is responsible for providing any initial and subsequent medical information that might be required for coverage to be maintained.

### **ARTICLE 3 - UNION RECOGNITION**

- 3.1 The University recognizes the Union as the sole official representative and the only bargaining agent and designated representative of the employees subject to the Agreement in accordance with the accreditation certificate issued by the Ontario Labour Relations Board on July 9, 2007, accreditation certificate number 3 629-06er. (See Appendix B)
- 3.2 The Union recognizes the Bargaining Unit's executive committee as the Union's representative and as the designated representative of the employees covered by the accreditation certificate issued by the Ontario Labour Relations Board on July 9, 2007, accreditation certificate 3 629- 06er. (See Appendix B)

For the purposes of the Agreement,

Contract paid through a research contract or grant means the following:

A contract for which salaries and benefits are covered under a research contract or grant awarded to the University through an external funding agency, including governmental or para-governmental agencies, private companies and non-profit organizations, or through funds paid by the University through a grant, in support of research activities with a specified end date or a fund with a predetermined amount.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 Save and except to the extent specifically modified or limited by any provision(s) of the Agreement, all rights and prerogatives the University had prior to the execution of the Agreement are retained by the University and remain exclusively and without limitation within the rights of the University. The right and responsibility to manage and conduct the business of the University is vested solely and exclusively with the University.

Without limiting the generality of the foregoing, the University's exclusive rights include:

- a) The right to maintain order, discipline, and efficiency and, in connection therewith, to make, enforce and alter from time to time, rules and regulations, policies and practices, to be observed by its employees;
  - b) The right to select, hire, assign, evaluate, promote, transfer, classify, assign to shifts, lay-off, recall, and discipline employees;
  - c) The rights to determine, fix, alter, make studies of and institute changes in tasks, work assignments, job duties, job qualifications, workloads, job classifications, quality and quantity standards; to select and retain employees for positions excluded from the Bargaining Unit and to transfer employees into the Bargaining Unit;
  - d) The right to determine: the location and extent of its operations and commencement, curtailment, or discontinuance; the direction of the working force; the services to be furnished; the subcontracting of work; the schedules of work; the number of shifts; the methods, processes and means of performing work; the qualifications of employees; to use improved methods, machinery and equipment; overtime; to decide the number of hours to be worked, starting and quitting time. These are solely and exclusively the right of the University;
  - e) The right to determine: the services, objectives and all activities of the University; purchasing of services; the right to plan, direct, control, manage, operate, extend, curtail, limit and discontinue the organization. These are solely and exclusively the right of the University;
  - f) The sole and exclusive jurisdiction over all operations, buildings, machinery, tools, and equipment shall be vested in the University.
- 4.2 It is agreed that all functions not referred to or limited by the Agreement shall be considered residual to Article 4.1.
- 4.3 The University shall exercise its rights under the Agreement in a manner that is fair, reasonable, and consistent with the terms of the Agreement, and in accordance with relevant legislation governing employment in the Province of Ontario.

## ARTICLE 5 - UNION RIGHTS

### **Specific Agreements**

- 5.1 Union representatives are the only persons authorized to deal with the University on behalf of the Bargaining Unit or the Union and to negotiate and enter into arrangements with respect to any exemption or amendment to the provisions of the Agreement with respect to a member or a group of members. That said, the University administration and members of the Bargaining Unit may communicate freely regarding such exemptions and amendments, both orally and in writing, without such communication being binding on the Bargaining Unit and the Union.
- 5.2 Notices, official correspondence and communications between the parties are made between the President of the Bargaining Unit or their delegate, on behalf of the Bargaining Unit, and the Director, Labour Relations or the Employer's liaison officer, on behalf of the University.
- 5.3 The University acts through the Human Resources Service, Staff Relations sector, with regard to any problems relating to labour relations, discussions or negotiations and agreements with the Bargaining Unit or the Union.
- 5.4 The University consults the Bargaining Unit on any rules or policies aimed at employees as soon as possible before their implementation.
- 5.5 The Employer posts on its Website monthly an up-to-date list of:
- hirings;
  - promotions;
  - transfers;
  - temporary assignments.

### **Meeting Room**

- 5.6\* The Bargaining Unit have access to the University's classrooms and conference rooms, subject to the same rules governing use, booking and costs as apply to internal University groups, in accordance with the rules of the Conventions and Reservations sector. With the exception of rights granted to the Bargaining Unit elsewhere in this Agreement, meetings that the Bargaining Unit holds with its members shall take place outside work hours.

**Mail, Electronic Mail and Miscellaneous Services**

- 5.7 The Bargaining Unit may distribute union documents such as notifications and notices of meetings through internal mail. Such communications shall be addressed to Bargaining Unit employees personally.
- 5.8 The Bargaining Unit may use the electronic mail address issued by the University to its staff, (i.e., @uottawa.ca) to communicate with its members, but without creating a LISTSERV or similar discussion forum. To that end, the University provides the Bargaining Unit with a list of OSSTF members with their email addresses. The list is updated when union dues are remitted.
- 5.9 In all cases, the Bargaining Unit shall adhere to University policy on the content of documents as prescribed and with respect and politeness between the parties.
- 5.10 Subject to recovery of operating costs, the Bargaining Unit may use certain University services, namely internal mail and photocopying of documents, at the regular rate in effect for internal users. It is agreed that priority will be given to work carried out to meet the University's obligations with regard to the University's student-related or administrative operations.

**Union Office Space**

- 5.11 The University makes available to the Bargaining Unit an office space situated at 559 Avenue King Edward, rooms 201, 203, 204, 207, 209, 211, 212, 212A, 204A, 205, 205A, 208A, 214A and 214B. The rental conditions shall be set out in the lease signed by the parties. Any expenses relating to the use of telephones, long-distance calls, computers, Internet access, photocopying, faxes, and other such costs are the responsibility of the Bargaining Unit.

**ARTICLE 6 - UNION MEMBERSHIP AND UNION DUES**

- 6.1 All employees who are members of the Bargaining Unit shall be members of the Union as a condition of employment.
- 6.2 The University deducts from every employee's salary for each pay period any regular or special fee established by the Union or the Bargaining Unit. Before the date on which a new union fee or new rate comes into effect, the Union or the Bargaining Unit sends a written notice at least thirty (30) calendar days before the implementation of the new union fee. Deductions are made as of the employee's first (1st) pay period.
- 6.3 The University will send all regular dues that have been deducted to the Union treasurer at the following address:
- OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 by the fifteenth (15th) day of the month following the month during which the dues were deducted. Such remittance is accompanied by a list identifying:
- surname and given name,
  - employee number,
  - annual base salary,
  - amount deducted for the period,
  - total amount deducted since January 1 of the current year,
  - grade of position,
  - full-time equivalent (FTE) of the person,
  - home address,
  - uOttawa email address,
  - preferred language of correspondence,
  - seniority date in a regular position if the person holds a regular position or first date of continuous employment if the person holds a term employment contract,
  - faculty or service and department,
  - INTRA address,
  - effective date of employee's departure, if applicable.
- 6.4 The list is sent in the appropriate electronic format. An electronic copy of the list is also be emailed to the President of the Bargaining Unit at the address provided to the University.
- 6.5 The University will send to the treasurer of the Bargaining Unit at SSUO, 559 King Edward Avenue, Suite 200, Ottawa, Ontario, K1N 6N5 any special dues deducted by the fifteenth (15th) day of the month following the month during which the fees were deducted.

- 6.6 Such remittance is accompanied by a list identifying:
- surname and given name,
  - employee number,
  - annual base salary,
  - amount deducted for the period,
  - total amount deducted since January 1 of the current year,
  - grade of the position,
  - full-time equivalent (FTE) of the person,
  - home address,
  - uOttawa email address,
  - preferred language of correspondence,
  - seniority date in a regular position if the person holds a regular position or first date of continuous employment if the person holds a term employment contract,
  - faculty or service and department,
  - INTRA address,
  - effective date of employee's departure, if applicable.

The list will be sent in the appropriate electronic format.

- 6.7 In the event that union dues are not collected because of administrative error, the University undertakes, upon written notification by the Union or the Bargaining Unit to that effect, to collect the amount not remitted within thirty (30) calendar days of said notice. The retroactive period for such collection of union dues will not exceed thirty (30) calendar days. The Bargaining Unit shall notify employees.
- 6.8 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the University harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.
- 6.9 Any administrative correspondence on the subject of union dues takes place between the University and the treasurer of the Union or the President of the Bargaining Unit, as the case may be. A copy of any administrative correspondence relating to regular dues is sent to the President of the Bargaining Unit.

## **ARTICLE 7 - UNION RELEASE**

- 7.1 The University covers the salary and benefits of the President of the Bargaining Unit's executive committee and is given time off on a full-time basis. The employee retains all the rights and privileges set out in the Agreement as though they had remained in their position. At least thirty (30) calendar days in advance, the President will advise in writing the Director, Labour and Employee Relations that they are taking a leave for elected union duties in order to perform this work for the Bargaining Unit's executive committee. Thirty (30) calendar days of notice is required for the employee to return to their position at the University.
- 7.2 Any employee called or elected by the Union to perform union business full time, other than as provided in Article 7.1, will request a job-protected leave without pay for union business, in writing at least thirty (30) calendar days in advance. During the unpaid leave, the Bargaining Unit will repay salaries, premiums, if applicable, and the University's contributions to benefit plans to the University. This employee given time off for union business must provide to the University the probable duration of the absence. Thirty (30) calendar days of notice is required to return to their position at the University.
- The University will apply the provisions of Article 16 "Temporary Assignments", for the employees given time off on a full-time basis for more than six (6) calendar months, according to this Article. The vacant position created by this full-time union leave will be filled within thirty (30) calendar days from the beginning of the union leave.
- 7.3 Within thirty (30) calendar days following ratification of the Agreement and thirty (30) calendar days after each annual general meeting, the Bargaining Unit provides a list to the Human Resources Service, Staff Relations sector, with the following names: the President on full-time leave, in accordance with Article 7.1, the other members given full time leave in accordance with Article 7.2, the employees who are members of the executive committee and their titles within that organization and the employees who will be serving on the labor relations advisory committee. Any changes to these lists will be communicated to the University as soon as possible.
- 7.4 The University grants one half-day (0.5) per month, at its expense, without loss of salary, to members who are part of the Bargaining Unit's executive committee to attend the committee's meetings. The Bargaining Unit submits to the Director, Labour and Employee Relations the annual meeting dates schedule of the executive committee not later than January 15th of each year. This Article does not apply to employees given time off under Articles 7.1 and 7. 2.
- 7.5 The University will give time off, without loss of salary at its expense, to a maximum of four (4) members of the Bargaining Committee to attend bargaining sessions between the parties. Employees already on full-time release in accordance with Articles 7.1 and 7.2 are not included in this bank as members of the bargaining committee.
- 7.6 All other requests for time off for union business that are not covered in Articles 7.1, 7.2, and 7.4 shall be submitted in writing to the Human Resources Service, Staff Relations sector, at least five (5) working days before the union business. They shall be at the bargaining unit's expense and repaid to the University, including salaries, premiums if applicable, and the University's contributions to benefit plans. Leave shall be taken by half day or full day.
- 7.7 The University invoices the Bargaining Unit once every three (3) months, and payment is made at the latest within thirty (30) calendar days following the invoice date.
- 7.8 The parties recognize that operational requirements take precedence and must come before any union business or time off. The University endeavor to accommodate requests for union leave to the extent possible. In cases of conflicting work schedules, the parties may meet to try to identify a solution or to move the dates of union leave.



### **Meetings Between A Union Representative and An Employee Member of the Bargaining Unit During Working Hours**

- 7.9 A Union representative who wishes to meet with an employee member of the Bargaining Unit during the employee's work hours shall first notify the Human Resources Service, Staff Relations sector.
- 7.10 An employee member of the Bargaining Unit who wishes to meet with a Union representative who is on union leave, in connection with labor relations matters, during the employee's work hours shall notify the Human Resources Service, Staff Relations sector, and their immediate supervisor beforehand. In case of emergency, a union representative shall contact the Human Resources Service, Staff Relations sector, as soon as possible, but no later than the day of the meeting, so that the supervisor can be notified of the employee's absence.
- 7.11 The University endeavors to accommodate such meetings. However, if operational requirements or the faculty's needs do not permit a meeting at the desired times, the parties determine a reasonable meeting schedule as soon as possible.

### **Union Presence Meetings between Employees and their Supervisors or with the University**

7.12 \*

a) \* A member of the Bargaining Unit who is called to a meeting with a University Representative regarding their employment relationship, their employment status, a disciplinary matter, a grievance investigation pertaining to them or the settlement of a grievance, an accommodation or return to work meeting, or investigation regarding a harassment complaint shall be informed of their right to be accompanied by a Union representative, if they so wishes, with the exception of terminations or abolishment of positions where a Union Representative must be present. If a Union Representative is requested, The Bargaining Unit President, or their delegate, shall be the Union Representative to accompany the employee. If the Union Representative is not on full-time release, they shall be given time off for the duration of the meeting at the Bargaining Unit's expense upon notifying the Human Resources Service, Staff Relations sector. If a Union Representative who is part of the Bargaining Unit's Executive Committee is not available on campus, the meeting shall be rescheduled at a time where a Union Representative who is part of the Bargaining Unit's Executive Committee is available.

b) If an employee tells the University that they do not want to be accompanied by a Union Representative, the University will confirm this statement in writing and a copy will be sent to the President of the Bargaining Unit.

c) If no Union Representative is available, the meeting will be postponed.

- 7.13 Only one Union representative may attend the meeting, and the representative's name shall be given beforehand to the Human Resources Service, Staff Relations sector. The Human Resources Service will also appoint a person to attend such meetings and will notify the Bargaining Unit to that effect.

In exceptional circumstances, and after discussions between the Parties, the Bargaining Unit may elect to have two (2) Union Representatives, one from the Bargaining Unit Executive and the other from the Provincial Office (OSSTF) to attend such meetings. In these situations, only one person will act as the employee's spokesperson and the other one as an observer.

- 7.14 \* All employees shall be entitled to a reasonable leave period with no loss of regular pay or benefits, for the purposes of attending 1 (one) of the Bargaining Unit's Ratification Meetings. The Bargaining Unit President shall provide the University with written notification of the date, time, and location of the ratification meetings, at least ten (10) working days in advance, where feasible.

## **ARTICLE 8 - HARASSMENT, DISCRIMINATION AND VIOLENCE**

- 8.1 \* The values of the University of Ottawa and the Bargaining Unit uphold the practice of respect, fairness and courtesy, and the importance of demonstrating human dignity within professional relationships. Success in the practice of these values will foster a safe and healthy workplace free of harassment, discrimination, racial discrimination, and violence.
- 8.2 There shall be no discrimination, including racial discrimination, or harassment against any employee based on race, ancestry, color, citizenship, ethnic origin, place of origin, creed, age, disability, family status, gender identity and expression, record of offences, sex and sexual orientation or any other prohibited grounds listed in the *Ontario Human Rights Code* as amended from time to time. Workplace harassment, sexual harassment in the workplace and workplace violence are also prohibited by the *Occupational Health and Safety Act*.
- 8.3 \* For the purpose of this collective agreement the following definitions will apply:
- a) Workplace harassment: means a person engaging in a course of vexatious comment or conduct against a worker in a workplace or during a work-related activity, that is known or ought to reasonably be known to be unwelcome.
  - b) Workplace sexual harassment: means a person engaging in a course of vexatious comment or conduct against a worker in a workplace or during a work-related activity because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.
  - c) Workplace violence: as the case may be, the exercise of physical force by a person against a worker, in a workplace or during a work-related activity, that causes or could cause physical injury to the worker, an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, a statement of behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.
  - d) Sexual violence: means any sexual act or any act directed against a person's sexuality, sexual identity or expression of sexual identity, whether of a physical or psychological nature, that is committed, threatened or attempted against a person without that person's consent. This includes sexual assault, sexual harassment, stalking, indecent assault, voyeurism and sexual exploitation.

- 8.4 Pursuant to the *Ontario Human Rights Code* and the *Ontario Occupational Health and Safety Act*:
- a) The University undertakes to maintain an environment free of workplace harassment, violence, sexual violence and discrimination in which each employee is treated with respect and dignity is able to contribute fully and enjoys equal opportunity.
  - b) The University, employees, the Bargaining Unit, and the Union are committed to adhere to the University's Policy 67a, "Prevention of Harassment and Discrimination" and its associated regulations.
  - c) The University, the employees, the Bargaining Unit and the Union undertake to respect the University's Policy 67b, "Prevention of Sexual Violence" and its applicable regulations.
  - d) Pursuant to the *Ontario Human Rights Code* and the *Ontario Occupational Health and Safety Act*, each employee has the right to work in an environment free of harassment, violence, and discrimination. The parties, including employees, are responsible for fostering and maintaining an atmosphere free of harassment and discrimination at the University.
- 8.5 \* In accordance with *Ontario's Occupational Health and Safety Act*, University policies on workplace violence and harassment shall be reviewed regularly in consultation with the Bargaining Unit.
- 8.6 The parties, including the employee, further undertake to collaborate in a spirit of respect throughout the implementation of reasonable accommodation measures.
- 8.7 \* Employees shall not be discriminated against, interfered with, imposed restrictions, retaliated against or coerced because of the employee's membership in the Union, involvement in trade union activities, or for exercising their rights under the Collective Agreement or the Human Rights Tribunal of Ontario.

**8.8 \* Domestic Violence and the Workplace**

Pursuant to the provisions of the *Occupational Health and Safety Act*, the parties acknowledge that Domestic Violence can affect elements of the workplace. If the University becomes aware, or ought to reasonably be aware, that domestic violence that would likely expose an employee to physical injury in the workplace, the University shall take every precaution reasonable in the circumstances for the protection of the employee. The Union will collaborate in this process. An employee working under these circumstances will be accommodated reasonably.

- 8.9 \* Should a member decline to be accompanied by a Union Representative during an investigation, in any aspect, they will be asked to sign a note in writing confirming this. The University will advise the Union where appropriate.
- 8.10 The provisions set out in these articles or in University policies shall in no way affect an employee's right to exercise the remedies open to them under the *Ontario Human Rights Code* within the time frames set out therein nor limits the Union's right to the grievance and arbitration procedure (Article 11).

It is understood that grievances arising from complaints related to article 8.2 and filed under Article 11 of the collective agreement will be held in abeyance pending the results of the Human Rights Office (HRO) review.

**ARTICLE 9 - PERSONNEL FILE**

- 9.1 The only recognized employee personnel file is the one kept and maintained in the Human Resources Department.
- 9.2 After making an appointment with the Human Resources Service twenty- four (24) hours in advance, an employee may consult their file, in the presence of a Human Resources representative, during regular work hours, without any loss of their regular salary. The employee may be accompanied by their union representative if they so wishes and if they have notified the Human Resources Service upon making the appointment.
- 9.3 An employee may obtain a copy of any document contained in their personal file, subject to the fees set out in the Ontario Freedom of Information and Protection of Privacy Act, Section 57, Manual of fees, under fees for Personal Information Requests.
- 9.4 With the employee's written consent, the Bargaining Unit may obtain a copy of any document contained in the employee's file, subject to the fees set out in the Ontario Freedom of Information and Protection of Privacy Act, Section 57, Manual of fees, under fees for Personal Information Requests.
- 9.5 The University will not disclose any personal information without an employee's written consent.
- 9.6 An employee's medical file is confidential and is accessed only by the occupational health nurses at the Human Resources Service, Health, Wellness and Leave Sector, as provided for under the Personal Health Information Protection Act (PHIPA).
- 9.7 An employee has the right to respond in writing to any document contained in or to be placed in the employee's Human Resources file within ten (10) working days of becoming aware of the document. The written response by the employee becomes part of their personnel file.
- 9.8 An official and final electronic copy of the performance appraisal shall be made available to the employee.

## ARTICLE 10 - DISCIPLINE

- 10.1 Depending on the severity or the frequency of an alleged infraction, the disciplinary measures that can be applied are as follows:
- a) verbal warning;
  - b) disciplinary letter;
  - c) suspension; or
  - d) dismissal.
- 10.2 The University shall apply a progressive discipline system in disciplinary matters. However, if the alleged acts or behavior are serious enough, progressive discipline may be disregarded and the misconduct may be subject to serious disciplinary measures, including dismissal, upon the first act or behavior.
- 10.3 The University shall not impose discipline without just cause.
- 10.4 An employee who has successfully completed their probationary period and who has been the subject of a disciplinary letter, suspension or dismissal may submit their case to the grievance procedure and, if applicable, to arbitration. The burden of proof rests with the University.
- 10.5 When discipline involving a disciplinary letter, suspension or dismissal is to be applied, the Dean of the faculty or the Director of the service or their excluded designate, will consult the Human Resources Service. The Dean or Director or their excluded designate shall communicate the decision to the employee in a written notice that sets out the reasons behind the discipline.
- 10.6 When an investigation that may lead to discipline is carried out, only the employee who is the subject of the investigation is informed of their right to be accompanied by a union representative.
- 10.7 If the University wishes to impose a disciplinary measure other than a verbal warning, it shall call the employee to a meeting through a written notice at least twenty-four (24) hours in advance. The written notice informs the employee of the day, time, and location of the meeting and of their right to be accompanied by a union representative. If no Union Representative who is part of the Bargaining Unit's Executive Committee is available on campus and one is requested, the meeting shall be rescheduled.
- A certified copy of the written notice is sent to the president of the Bargaining Unit.
- 10.8 \*
- a) Any disciplinary measure recorded in an employee's personnel file will not be used against them and will be withdrawn from their file if no further disciplinary infractions of the same nature have been recorded in their personnel file during the subsequent eighteen (18) months. Furthermore, any disciplinary measures that have been decided in the employee's favour are removed from the employee's file forthwith.
  - b) Twelve (12) months following the issuance of a disciplinary measures if no additional disciplinary measures were recorded in the employee's personnel file, an employee and/or the bargaining unit may request in writing to the Labour Relations Sector that the disciplinary measure be withdrawn from the employee's file before the expiration of the eighteen (18) month period outlined in paragraph a).
- 10.9 A suspension without pay that does not exceed thirty (30) calendar days will not affect an employee's seniority date.

- 10.10 The parties agree that the University may suspend an employee with full salary and all benefits during an investigation. It is understood that such suspension does not constitute discipline and cannot be the subject of a grievance.

## ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

- 11.1 The Parties shall be bound by this Article and shall promptly implement all decisions made in compliance with the procedures described in this Article.
- 11.2 A grievance is defined as any disagreement between the parties arising out of the interpretation, application, administration, or alleged violation of the Agreement.
- 11.3 Individual Grievance: The Bargaining Unit may file an individual grievance on behalf of a member at stage one or stage two, in accordance with the procedures agreed to by the Parties.
- 11.4 Group Grievance: A group grievance, resulting from a consolidation of identical individual grievances seeking the same redress, may be initiated at Stage One (1) if the employees all have the same supervisor, or at Stage Two (2) if they are employed in a single Unit but have different supervisors. Only members who have been identified in the grievance shall be entitled to reparations of the grievance.
- 11.5 Policy Grievance: The University or the Bargaining Unit may file a Policy grievance relating to the alleged violation of the Agreement, relating to a question of general application or interpretation of this Agreement. It may be initiated at Stage Two (2), as deemed appropriate by the Bargaining Unit or the University. It is expressly understood that the provisions of this article may not be used with respect to a grievance directly affecting an employee. It is further understood that the individual grievance procedure shall not be thereby bypassed.
- 11.6 **Grievance Meeting**
- At any time, the Parties may meet to try to find a satisfactory solution to the grievance. During the discussions, and if necessary, the Parties may amend the timelines as provided in Article 11.12. If the grievance cannot be resolved, the specified timelines below will be effective from the time either party states that the resolution is unsatisfactory.
- 11.7 A grievance involving suspension without pay or dismissal shall be initiated at Stage Two (2).
- 11.8 In order for a grievance be valid, the employee or the Union shall inform the University of a disagreement between the Parties over the interpretation, application, administration, or an alleged violation of the Agreement within forty (40) working days of the occurrence of the fact giving rise to the grievance.
- Failure of the parties to file a grievance within these time frames shall not prevent the parties from grieving a similar occurrence in the future.
- 11.9 The Union shall have carriage of all grievances filed by the Bargaining Unit. The University shall only deal with the Bargaining Unit, union, or their appointed counsel with respect to a grievance.
- 11.10 All notices of grievance shall specify the exact provision or provisions of this Agreement at issue in the dispute, including also, where appropriate, reference to past practices or other established procedures incorporated in this Agreement by articles of inclusion, and the remedy or remedies being sought, on a form agreed to by the parties.
- 11.11 The Parties agree to comply with the grievance procedure in accordance with the stages, time limits and conditions contained herein. If, in any stage, the University's representative fails to adhere to the required time limit(s) or conditions, the Union and the grievor may proceed to the next step of the grievance.
- 11.12 The timelines set out in this Article are adhered to, unless the Parties amend them by written agreement.

- 11.13 If the Bargaining Unit or the Union fail to follow the grievance procedure in accordance with the stage or the required time limit(s) or conditions at Stage One (1), Stage Two (2), or Stage Three (3), the grievance shall be deemed withdrawn.

#### **Informal Complaint Stage**

- 11.14 It is the mutual desire of the Parties that a complaint of an employee shall be resolved as promptly as possible. The University and the Bargaining Unit shall encourage all employees to first discuss the complaint with their supervisor.
- 11.15 The employee may, if they wish, be accompanied by a Union representative appointed by the Bargaining Unit President, at the informal complaint meeting. If this choice is made, the supervisor will be accompanied by a University's Advisor, Labour Relations.
- 11.16 Once the Parties have been informed of an alleged violation of the Agreement, the Parties must have an informal meeting within no more than five (5) working days to try to find an acceptable resolution between the Parties. After the informal meeting, the University has ten (10) working days to provide a written response to the Union. The Union has ten (10) working days to file a formal grievance if the response is not satisfactory or if it has not received a response.
- 11.17 If it is not possible to first discuss the complaint with the supervisor, due to the circumstances of such complaint, the Parties may, by mutual agreement, bypass the informal complaint stage.

#### **Stage One (1)**

- 11.18 Grievances at Stage One (1) shall be filed in writing by the Bargaining Unit to the appropriate Dean or Director of the service with a copy to the Director, Labour and Employee Relations or their designate.
- 11.19 Within ten (10) working days of the date of filing of the grievance days, the employee, the Dean or Director of the department concerned, the Director, Labour and Employee Relations or designate and a union representative appointed by the Bargaining Unit President, meet to attempt to resolve the grievance.
- 11.20 The Dean or Director's written response shall be delivered within ten (10) working days of the meeting between designates of the Parties.
- 11.21 If the Bargaining Unit is not satisfied with the disposition of the Grievance, or if no reply has been received within the time limit outlined in Stage One (1) the Bargaining Unit may submit the grievance to Stage Two (2), provided that it acts within ten (10) working days from the date the Bargaining Unit has received or should have received the formal response from Stage One (1).

#### **Stage Two (2)**

- 11.22 Grievances at Stage Two (2) shall be filed in writing to the Director, Labour and Employee Relations or their designate.
- 11.23 Within ten (10) working days of the filing of the grievance at Stage two (2), the Director, Labour and Employee Relations or their designate, and a Union representative appointed by the Bargaining Unit President, shall meet to attempt to resolve the grievance.
- 11.24 The Director, Labour and Employee Relations or their designate, submit to the Bargaining Unit President, a formal written response within ten (10) working days of the meeting between designates of the Parties.
- 11.25 If the Bargaining Unit is not satisfied with the disposition of the grievance, or if no reply has been received within the time limit outlined in Article 11.24, the Bargaining Unit may submit the grievance



to arbitration at Stage Three (3), provided that it acts within fifteen (15) working days from having received the formal response from Stage Two (2).

- 11.26 Where a grievance is filed by the University, it shall notify the Union within fifteen (15) working days of its desire to proceed to arbitration.

### **Stage Three (3) – Arbitration**

- 11.27 The notice of referral to arbitration provides as follows:

- a) the question(s) to be submitted to arbitration;
- b) identity of the grievor(s) and the type of grievance.

- 11.28 Within fifteen (15) working days following the notice of referral to arbitration, the parties shall choose an arbitrator. In the event that the parties are unable to agree upon an arbitrator within the above time limit, the parties to the Agreement shall choose the arbitrator by lot from a list of four (4) arbitrators, each party to the Agreement proposing two (2) taken from a list of four (4) names submitted by the other.

- 11.29 Grievances shall be heard by a single Arbitrator.

- 11.30 No person who is an employee of the University of Ottawa or a member of the Board of Governors or Senate of the University of Ottawa, or who has been involved with or has attempted to negotiate or settle the matter being placed before an arbitrator shall be chosen as arbitrator.

- 11.31 An arbitrator shall have the duty and power to adjudicate all differences between the parties and have all the powers of an arbitrator provided for in the Ontario Labour Relations Act, as amended from time to time.

- 11.32 Subject to the provisions of the Ontario Labour Relations Act, an arbitrator shall not have jurisdiction to amend, modify, or act inconsistently with this Agreement, it being understood that the arbitrator will not be barred on the basis of a minor procedural or technical irregularity from hearing a grievance and rendering an award.

- 11.33 The costs of the arbitrator shall be shared equally between the parties.

- 11.34 Employees called to testify at an arbitration hearing shall be given time off without loss of salary for the period during which their presence is required.

- 11.35 Nothing in this article shall prevent either party from exercising their right to seek expedited arbitration as defined in the Ontario Labour Relations Act, section 49.

### **Grievance Mediation**

- 11.36 At any stage in the grievance procedure, by mutual consent, in writing, the Parties may elect to attempt to resolve the grievance by having recourse to mediation. The Parties shall agree on the individual to be the mediator and the time frame within which the resolution is to be reached.

- 11.37 The timelines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

- 11.38 The cost of Grievance Mediation Officers services will be equally assumed by the Parties.

**ARTICLE 12 - PROBATIONARY PERIOD**

- 12.1 Any new employee hired into a position within the Bargaining Unit shall be subject to a probationary period of six (6) months.
- 12.2 An employee who is part of the Bargaining Unit and who has not completed their probationary period shall be entitled to the benefits provided for in the Agreement.
- 12.3 Probationary employees shall have a formal written or electronic performance appraisal halfway through their probationary period and prior to the end of their probationary period. If the mid-term evaluation does not meet the expectations of the position, the University must meet with the employee to discuss the situation and share the information that the University will use to decide whether the probationary period will be extended, completed or terminated. The employee has the right to union representation during this meeting, if they so desire.
- 12.4 This probationary period may be extended by three (3) months if necessary for valid reasons, upon written notice to the employee and a copy sent to the Bargaining Unit President, not earlier than ten (10) working days and no later than five (5) working days before the end date of the probationary period.
- 12.5 This notice of extension will contain the reasons for the extension and the Supervisor will develop a recovery training program.
- 12.6 If an employee must be off work for longer than ten (10) working days, their probationary period will be extended by the same period.
- 12.7 Probationary employees are subject to a lesser standard of just cause.
- 12.8 Should the University terminate the employment of a probationary employee, it must be done in writing, in good faith and in a non-arbitrary fashion during the probationary period with a copy of this notice to the President of the Bargaining Unit. A grievance cannot be filed to challenge a termination of employment. However, the Bargaining Unit may file a policy grievance when it believes that the University had not been complying with the procedures provided in this article.
- 12.9 An employee whose employment is terminated during their probationary period shall be given written notice of termination or the equivalent in salary, pursuant to the Ontario Employment Standards Act.
- 12.10 Employees who have left their employment at the University or in the Bargaining Unit and whose seniority is no longer in effect will have a probationary period as described in this article if they return to a position in the Bargaining Unit.

### **ARTICLE 13 - SENIORITY**

- 13.1 The seniority date for lay-offs, call backs, temporary assignments, appointments, overtime rights and priority in choosing annual leave is the following:
- a) For employees who already belong to the Bargaining Unit as of September 8th, 2009, the seniority date will be the continuous service date for employees holding regular indeterminate positions. For term employees, it is the date that corresponds to the first day following the anniversary date of 12 months of continuous employment.
  - b) The seniority date for full-time or part-time regular, term or seasonal employees hired after September 8th, 2009, corresponds to the first (1st) day of employment in a position included in the Bargaining Unit, with continuous service.
  - c) If a contract employee has the same date of hire as a regular employee, then the seniority of the regular employee shall take precedence over the seniority of the contract employee.
- In order to determine a permanent seniority order between two (2) or more employees who have the same hiring date, then the University, in the presence of the employees concerned and a union representative, will proceed with a random draw.
- d) Seasonal or part-time employees accumulate seniority as if they worked full time, without adjustments to the seniority date.
  - e) An employee on probation when first hired will not be placed on the seniority list before successfully completing their probationary period. At that time, their seniority date will be the one recognized at the time of hiring.
  - f) \* Unless otherwise specified, absences provided for under the Agreement or otherwise authorized by the University do not constitute a break in employment for the purposes of the Agreement.
  - g) In cases when service is not accumulated, the seniority date is adjusted accordingly.
- 13.2 One (1) time per year, on September 30, the University post the seniority list on the Human Resources Service's website for thirty (30) calendar days. An electronic copy of the list is sent to the Bargaining Unit president. Employees have thirty (30) calendar days after the list was posted, i.e., until October 30, to request a review of the seniority date indicated because of changes in their status during the past year and to present a grievance if they are not satisfied with the review or the denial of such of a review. The list includes, by order of seniority, the name of employees and the seniority date. When the parties have agreed to a change in the seniority list, this change will be included in the next list. However, following an agreement to that effect, the parties may correct the seniority list at any time in anticipation of the next posting.
- 13.3 Employees retain and accumulate seniority in the following cases:
- a) an absence from work due to a workplace accident or occupational disease of less than twenty-four (24) months;
  - b) an absence due to disability not exceeding 119 calendar days of sick leave;
  - c) temporary assignment in a position excluded from the Bargaining Unit, up to a maximum of twenty-four (24) consecutive months;
  - d) an absence from work for permanent or elected union duties within the Union, to a maximum of twenty-four (24) consecutive calendar months;

- e) absence from work for elected or non-elected union duties within the Bargaining Unit;
- f) an absence from work for maternity or parental leave, for the total duration of the leave;
- g) during lay offs, until the call-back period is over.

13.4 Employees retain but do not accumulate seniority in the following cases:

- a) any absence due to long-term disability lasting more than 119 calendar days which has been accepted by the insurer and for which the employee receives benefits or for employees on leave without pay due to illness in accordance with Article 27.18;
- b) in the case of leave without pay to a maximum of twelve (12) calendar months that has been approved by the University;
- c) temporary assignment in a position excluded from the Bargaining Unit, after twenty-four (24) consecutive months;
- d) absence from work for elected union duties within the Union, beyond twenty-four (24) consecutive calendar months. After this period, the employee is considered to be on leave without pay without protection of position for the duration of his elected office;
- e) receipt of severance pay in accordance with Article 18.14 or 18.15 by the employee, but who returns to a position in the Bargaining Unit within a period of six (6) months following the termination. However, during this period of six (6) months, the employee is not covered by the Agreement. Nevertheless, the employee will be considered as an internal candidate for all job postings in the Bargaining Unit.

13.5 Employees lose their seniority in the following cases:

- a) termination, unless rescinded by the grievance and arbitration procedure;
- b) resignation from or voluntary leaving of their regular position at the University;
- c) retirement;
- d) appointment in a position excluded from the Bargaining Unit;
- e) when the call-back period is over when an employee has been laid off;
- f) \* absence from work due to illness or injury beyond twenty-four (24) months after the end of the one hundred and nineteen (119) calendar days of sick leave. Such periods may be extended by mutual consent of the Bargaining Unit and University. This clause is subject to the Parties' obligation under the *Ontario Human Rights Code*. Members on an approved Long-Term Disability claim will be eligible for benefits under Article 43, Tuitions Exemption Policy, Sports Services, and access to Library services;
- g) absence from work for non-elective union duties in the Union, beyond twenty-four (24) consecutive calendar months. This term does not apply to an employee who obtains a permanent regular position within the Union. In such case, it is an immediate termination of employment.

## **ARTICLE 14 - JOB POSTINGS AND APPOINTMENTS**

- 14.1 The University posts electronically all vacant regular Bargaining Unit positions, that it wishes to fill, for a ten (10) day period. Exceptionally, this period may be extended during the holiday break provided for in Article 22.2. The University will accordingly inform the Bargaining Unit each year of the exact dates.
- An employee cannot apply to a different position at the University during their probationary period.
- However, a probationary employee may apply for a regular position or contract in the Faculty / Service in which the employee is on probation.
- An employee on probation who is selected to fill a contract or regular position in their Faculty / Service shall continue their probationary period until the end of the six (6) months provided for in Article 12 of the Collective Agreement.
- 14.2 In the case of vacant regular positions for which funds are available, the University posts the position within ninety (90) calendar days of the vacancy, at the latest. If the University decides not to post a job, it will notify the President of the Bargaining Unit in writing, indicating its valid reasons.
- 14.3 The posting must be in both official languages and contain:
- the position title;
  - a summary job description and responsibilities;
  - the detailed job description should be made available upon request in both official languages;
  - the essential qualifications;
  - the faculty or service and department;
  - for information purposes: the workplace/campus and the regular working hours;
  - the number of regular hours of work per week;
  - the grade level as well as the minimum and maximum rate of pay of the grade;
  - the posting number;
  - the immediate supervisor's title.
- 14.4 All employees can apply for jobs within the Bargaining Unit. The posting will reflect the nature and scope of the position and clearly express the nature of the tasks required. The posting and the invitation to interview also indicate the right of employees to submit accommodation needs during the recruitment, evaluation and selection process.
- 14.5 When a vacant position is to be filled, the competence of the employees who have applied will be the first and determining factor and the employee will have to meet the job requirements. The University evaluates the employee either through an interview or through an interview and selection tests. During the interview, the employee will be evaluated on a scoring grid out of a total of one hundred (100). Employees who score eighty per cent (80/100) or more will be identified and the employee with the most seniority will be offered the position.
- 14.6 Employees interested in applying must submit their application electronically to the University by the deadline specified in the posting. The University will send an acknowledgement of receipt to the email address from which the application was sent. The unsuccessful employees for the staffing

process or following an interview shall be notified in writing by the University. At their request, an employee who underwent an interview will have the opportunity to receive constructive feedback within ten (10) business days of the completion of a competition process.

- 14.7 It is the University's responsibility to check references after obtaining the employee's consent and prior to making an appointment. The employee must give the name of the last immediate supervisor as reference. In exceptional circumstances, the Parties may discuss acceptable references. The Human Resource Services also verifies performance appraisals from the past three (3) years and analyzes absence and leave records from the past three (3) years.
- 14.8 Following the selection, and within thirty (30) calendar days of the date when the contract was prepared, it is the University's responsibility to determine the date when the selected employee will occupy the position. They will be paid according to the rate of their new position from the first (1st) day of work in the position.
- 14.9 When a new regular position is created or a pre-existing position is modified (through re-evaluation) and it is thought that it should be excluded from the Bargaining Unit, the University informs the Bargaining Unit and will provide a detailed description of the position and its duties. The Bargaining Unit has thirty (30) calendar days from the date that it receives the notice to object. If it objects, the matter will be brought before the Ontario Labor Relations Board. The position may be filled temporarily but cannot be filled permanently before the Commission renders a decision or an agreement is reached between the parties on this matter.
- 14.10 Each month the University posts all of the new appointments to regular positions, with the exception of demotions, on the Human Resources Service's website.
- 14.11 Pay shall be as follows:
- a)\* for a promotion: from the first day in the position, the employee receives the greater of the following without exceeding the maximum of the scale of the new position :
    - i) pay at the first step above the former pay ensuring them a minimum increase at least equal to five percent (5%) for each additional salary class,
    - ii) one (1) step on the salary scale for each year of previous work experience, acquired internally or externally to the University and is relevant and/or related to the new position.
  - b) for a transfer: from the first day in the position, the employee receives the same pay and level provided for on the scale of the new position;
  - c) for a demotion: The employee's salary is reduced by five percent (5%) for every salary grade below the salary grade of their current position. The new salary will be rounded up to the level immediately above and cannot be less than the minimum of the salary class of the new position and also, cannot exceed the maximum.

### **External Posting**

- 14.12 The University can recruit externally when the internal posting does not result in the appointment of an employee.
- 14.13
- a) For a new hiring: the employee receives one (1) level on the salary scale for each year of related work experience on the job or related experience in a profession or work experience in an organization directly related to the position.
  - b) Upon request, the Bargaining Unit will have access to the staffing file.

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- 14.14 An employee's pay shall not be less than the minimum and shall not exceed the maximum of the salary class for the new position.
- 14.15 By agreement of the parties, the University can recruit simultaneously both within and outside of the Bargaining Unit in the case of specialized or other positions. However, if one or more employees are applying for the job, they must be considered before external candidates.
- 14.16 The Bargaining Unit and the University are jointly committed to the principles of employment equity and to integrating these principles within the workplace. Consistent with the requirement of the Federal Contractors Program, the University of Ottawa's Employment Equity Program will be applied to the following designated groups: women, visible minorities, persons with disabilities and Indigenous Peoples.
- 14.17 \* The employer will provide the Bargaining Unit, on a three (3) month basis with a list of vacant regular positions that fall within the scope of the Bargaining Unit. This list will include: the position title, position number, Faculty/Service, date when position became vacant and date of posting/ anticipated date of posting. Bargaining Unit requests for information or clarifications about vacant positions will not be unduly denied.

**ARTICLE 15 - REGULARIZATION OF NEW FUNCTIONS**

- 15.1 \* When new duties are added in a faculty or service and are performed by term employees or by regular employees fulfilling temporary assignments, the faculty or service must decide before the end of a consecutive period of three (3) calendar years whether these new functions are permanent and should be formalized through the creation of a vacant regular position or whether the contract of temporary assignment shall be terminated.
- 15.2 If a vacant regular position is created, the employee performing the duties will be advised in writing of the creation of the vacant position and of their option to apply. The vacant regular position thereby created is staffed in accordance with the terms and conditions set out in Article 14, "Posting of positions and appointments".
- 15.3
- a) If the term employee who is performing the duties of the now formalized position does not apply or obtain the position following the staffing process, they will be given a written notice of termination and a termination pay, if applicable, in accordance with the Ontario Employment Standards Act.
- b) \* If a regular employee who is performing the duties as a temporary assignment of the newly created vacant regular position does not obtain the position following the staffing process, they will return to their substantive position in accordance with Article 16.8.
- 15.4 The contract of a term employee, special projects as per definition 2.23, will end within a maximum period of three (3) years without other measures being taken.



## **ARTICLE 16 - TEMPORARY ASSIGNMENTS**

- 16.1 The University encourages internal movement of its employees who request it. To this end, temporary assignments are offered to allow employees an opportunity for training and development in the functions of a regular position or employment contract in the Bargaining Unit, without loss of their substantive position or the privileges associated with their regular employee status. The University encourages employees and their immediate supervisors to discuss this option at a minimum when developing the employee's annual objectives and at any other appropriate time. An assignment outside the Bargaining Unit for twenty-four (24) months or more will be dealt with under the terms of the Seniority Article.
- 16.2 \* Prior to the application for temporary assignments, an employee must receive their supervisor's approval to be considered eligible for a temporary assignment. A supervisor who refuses to grant this approval must provide valid reasons in writing to the employee.
- 16.3 The University posts electronically in accordance with Article 14 "Job Postings and Appointments" for a period of ten (10) calendar days any assignment that is expected to last for over six (6) months. When a temporary assignment of less than six (6) months is extended for a longer period, the assignment will be posted as provided for in this article and in accordance with the procedures set out in the article 14.
- 16.4 The competence of employees who have applied will be the first and determining factor. In the case of temporary assignments, the employee must meet the requirements of the position. The University will evaluate the employee either through an interview or through an interview and selection tests. During the interview, the employee will be evaluated on a scoring grid out of a total of one hundred (100). Employees who score eighty per cent (80/100) or more are identified and the employee with the most seniority will be offered the position.
- 16.5 The University is responsible for determining the date on which the selected employee shall start in the position on a temporary assignment within thirty (30) calendar days of the date on which the contract is prepared. The employee will be paid in accordance with the established rate as of the first (1st) day of work in the position.
- 16.6 An employee selected for a temporary assignment shall, upon commencement of the assignment, receive a salary adjustment in accordance with Article 14.11 (a) (i), (b) and (c), as applicable.
- The difference in salary received for a temporary assignment is not pensionable and does not confer entitlement to other employee benefit.
- 16.7 It is understood that the original temporary assignment will be posted, as well as one additional assignment that may become available as a result of a Bargaining Unit member filling the original temporary assignment. However, subsequent vacancies that are the result of filling these assignments are not required to be posted and the University fills these positions as it sees fit.
- 16.8 Two (2) weeks of notice is given in the following situations:
- the employee wishes to return to their substantive position;
  - the University terminates the temporary assignment before the anticipated end date.

### **Temporary Assignments outside the Bargaining Unit**

- 16.9 For the purpose of staffing and benefits, the University applies the rules based on the substantive position of the employee.

For wage increases and union dues to pay (if applicable) and all other working conditions, the University applies the terms based on either the collective agreement in force or the University policies in the temporary assignment being accomplished.

- 16.10 \* Employees interested in applying must submit their application electronically to the University by the deadline specified in the posting. The University will send an acknowledgement of receipt to the email address from which the application was sent. The employees who are not retained in the staffing process or unsuccessful following an interview shall be notified in writing by the University. At their request, an employee who underwent an interview will have the opportunity to receive feedback.

### **ARTICLE 17 - PERFORMANCE APPRAISAL**

- 17.1 Performance appraisal is intended to be a culmination and confirmation of discussions that have taken place between the immediate supervisor and the employee throughout the preceding period. It shall be based on the functions and qualifications outlined in the employee's job description, agreed upon specific objectives or additional responsibilities. The University promotes regular discussions between employees and managers concerning their daily responsibilities and the sector's priorities in order to ensure that the resources provided and the support available enable employees to meet the expectations of their jobs.
- 17.2 All appraisals must be made electronically. Evaluations are signed electronically by the evaluator and the employee. The employee can print a copy. The employee must have access to the appraisal as soon as possible after all designates have signed it electronically.
- 17.3 A formal performance appraisal shall be conducted once per calendar year for employees who have completed their probationary period, according to the procedures established by the Union and the University. The appraisal is in the employee's preferred language of correspondence.
- 17.4 The annual performance appraisal period is from January to December of each year. The appraisal is usually done in the first quarter of the following year.
- 17.5 Any employee on authorized leave for more than six (6) months prior to the month of December will not receive a performance appraisal for that year.
- 17.6 To evaluate an employee, an immediate supervisor must have been the direct supervisor of the employee for a period of at least six (6) calendar months.
- 17.7 For employees who have been promoted or transferred to a new position less than three (3) months before December, the appraisal is based on their previous position and will be completed by their former supervisor when they leave their position.
- 17.8 Unless otherwise mutually agreed, supervisors shall provide at least five (5) working days of notice to the employee prior to any formal meeting for the annual performance appraisal and will encourage the employee to provide a written summary of their work performance over the preceding period that includes, but is not limited to: achievements, areas for improvement, areas for job related development, and proposed performance goals for the next period. The latter will be for purposes of discussion prior to the goals being established for the next year.
- 17.9 Performance appraisal shall include a face-to-face meeting between the supervisor and the employee to discuss the appraisal. This meeting shall take place prior to the supervisor writing the final formal appraisal. An employee who becomes uncomfortable in this meeting may stop the meeting until such time as they have Union representation at the meeting, in which case, a liaison officer from the Human Resources will also be present.
- 17.10 A performance appraisal that alleges an employee's performance is unsatisfactory shall outline:
- a) the reason(s) that the employee's performance is unsatisfactory; and
  - b) specific recommendations for improvements necessary to achieve satisfactory performance in the area(s) that the supervisor has alleged are unsatisfactory.
- 17.11 Once the supervisor has completed the performance appraisal, the employee shall be given an opportunity to electronically sign the performance appraisal and attach written comments, if so desired, prior to the appraisal being forwarded to the Dean or Director of the faculty or service, or their designates.

- 17.12 If the employee disputes the accuracy or completeness of their performance appraisal, they may request a meeting with the Dean or Director of the appropriate faculty or service to discuss their performance appraisal prior to the Dean or the Director of the appropriate service confirming the appraisal.
- 17.13 Employees shall have the right to attach a response or written comments to their performance appraisal. Any such response or written comments will be included with the performance appraisal. It is understood that the appropriate Dean or Director of the appropriate faculty or service shall be given the opportunity to review any such response or written comment.
- 17.14 By electronically signing the performance appraisal, the employee is indicating a review and discussion have taken place and that they have received a photocopy of the appraisal but does not imply agreement or disagreement on behalf of the employee.
- 17.15 Performance appraisals may be used by the University to make decisions related, but not limited to: promotion, demotion, discipline, hiring and pay increments.
- 17.16 \* Any Performance Improvement Plan or similar administrative measure related to the Annual Performance Appraisal recorded in an employee's personnel file shall have an end date. Upon satisfactory completion of the above, a written confirmation to that effect shall be annexed to the Plan or administrative measure. Successfully completed Performance Improvement Plans shall be removed from the Employee's Personnel File eighteen (18) months after completion.

### **ARTICLE 18 - EMPLOYMENT AND LAY-OFF PRIORITY**

When the University decides to eliminate one or more positions for non-disciplinary, administrative reasons, the following terms and conditions apply:

- 18.1 Within seven (7) calendar days following the decision to eliminate a position or implement an administrative reorganization, the University notifies the President of the Bargaining Unit and the affected employee(s).  

The University must submit in writing to the President of the Bargaining Unit the assigned duties of the eliminated position, if applicable.
- 18.2 Where the position to be eliminated is not unique in the faculty or service, the University draws up a list of employees occupying positions with the same title, group and level or with the same responsibilities, by the seniority date in the Bargaining Unit.
- 18.3 The employee with the least seniority in the affected faculty or service, the Bargaining Unit president or designate, the Director of the Faculty or Service or designate and a representative of Human Resources shall meet when the employee will receive a letter notifying them that their position has been abolished and that the employee will be placed on the employment priority list.
- 18.4 The parties discuss alternative measures for a maximum duration of thirty (30) calendar days after notice has been given.
- 18.5 If there are no alternative measures or if alternative measures have been completed, the employee is placed on an employment priority list at the University for a period of six (6) months. During this period, the employee has the first right to any reasonable job offer and the Parties can continue to discuss alternative measures over that period. The Dean, Director or their delegate evaluates competence by means of either an interview or an interview and selection tests. The employee can be accompanied by a member of the Bargaining Unit acting as an observer if the employee so wishes.
- 18.6 During the employment priority period, the employee works in a position on temporary assignment, either in their faculty or service or elsewhere at the University, at their regular rate of pay. The University determines the temporary assignment according to the needs of the service, the faculty, or the University.
- 18.7 A "reasonable job offer" is a regular position that is part of the Bargaining Unit, normally at an equivalent level, although lower-level job offers are not excluded with salary protection. The employee must be trainable and flexible. The employee must be able to perform the essential duties of the position, as long as they qualify. A training period may be determined by the Parties, without loss of salary and at the University's expense, in consultation with the employee.
- 18.8 A reasonable job offer is deemed reasonable providing that the appointment is at a rate of pay and an attainable salary maximum not less than the employee's salary at the date of the offer, or an appointment to a lower-level position with a lower maximum rate of pay than the position occupied.
- 18.9 When there are reasonable job offers in a faculty or service, the employee who received notice will be transferred into one of these positions, without competition, provided that the employee meets the skills and qualifications of the position. The Dean, Director or their delegate shall evaluate competence by means of either an interview or an interview and selection tests. The employee can be accompanied by a member of the Bargaining Unit, acting as an observer, if the employee so wishes.
- 18.10 Positions offered under employment priority are exclusively positions covered by the certification order.

- 18.11 When an employee accepts an appointment with a lower maximum rate of pay than the position occupied, their salary will be protected at the time of demotion so that they will be guaranteed the same salary or a proportional salary if the number of hours worked is different. Subsequent salary increases will not take place until the maximum of the position's salary scale reaches at least the salary of the employee.
- 18.12 The terms and conditions of employment priority and lay-off apply strictly to employees who occupy regular positions, except employees occupying regular seasonal positions. The provisions of this Article do not prevent the University from laying off a seasonal employee at the time specified for this lay off. However, the employee is covered by the terms and conditions of this Article at the time specified for the resumption of activities
- 18.13 When an employee has not been able to find a new position during their six (6) month employment priority period and has not refused a reasonable job offer from the University, the bumping procedure will be used as a last resort. In this case, the parties draw up a list of employees occupying positions with the same title, group, and level within the Bargaining Unit. The employee bumps the employee with the least seniority on the list. The employee who is bumped becomes eligible for the process in this Article.
- 18.14 An employee who refuses a reasonable job offer, a temporary assignment or their bumping right is deemed to have voluntarily abandoned their employment at the University and receive:
- one week of salary for every year of full-time continuous service at the University, excluding leaves without pay for more than one month, up to a maximum of twenty-six (26) weeks;
  - one-twelfth (1/12) of one week of severance for each month of continuous full-time service in excess of full years at the University;

The University will continue to provide the employee's insured benefits for a maximum period of two (2) months in the same proportion as usual.

- 18.15 An employee who has not found a new position during the six (6) month employment priority period and who has not refused a reasonable job offer from the University receives a severance payment in the following amounts:
- a lump sum equivalent to six (6) months of regular base salary;
  - one week of salary for each year of full-time continuous service at the University, excluding leaves without pay of more than one month, up to a maximum of twenty-six (26) weeks;
  - one-twelfth (1/12) of one week of severance for each month of continuous full-time service in excess of full years at the University.

The University continues to provide the employee's insured benefits for a maximum period of two (2) months in the same distribution as usual.

- 18.16 The employee has the choice to either of: accepting the severance payment in 18.15 or be placed on the call-back list for a period not to exceed twelve (12) months with laid-off status.

If the call-back list option is chosen the employee will have laid-off status and will be treated as an internal applicant for all vacant regular positions and the University continues to provide the employee's insured benefits for a maximum period of two (2) months in the same distribution as usual.

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- 18.17 Should the employee who has been laid off be re-hired by the University within six (6) months of the date of termination of employment, the balance of the lump sum shall be returned to the University as a condition of obtaining employment. Repayment terms are established between the employee and the University.
- 18.18 If the employee has not been called back by the end of the twelve (12) month lay-off period, they will be granted the severance payment provided for in Article 18.15.
- 18.19 Should an employee be affected one or more times by the elimination of positions later during their period of employment at the University, the employee receives a severance payment for these eliminations only for the years or the partial years that were not covered in the past in addition to a lump sum equivalent to six (6) months of regular base salary.
- 18.20 During the employment priority period the employee shall have the right to apply on all regular bargaining unit jobs or any other jobs. If an employee applies on a position, they shall notify Human Resources and the Bargaining Unit President of their interest in the position.

## **ARTICLE 19 - HOURS OF WORK**

### **General**

- 19.1 For full-time employees receiving an annual salary, the average annual length of the normal work week is thirty-five (35) hours, for a total of 1,820 hours per year.
- 19.2 To allow employees to work reduced hours during the summer months, the University has granted the following distribution of annual hours of work, with the understanding that the nominal workday remains seven (7) hours a day:
- From September 1 to May 31 inclusive, the normal work week is thirty-six-and-one-quarter (36.25) hours, and the normal daily schedule is from 8:45 a.m. to 5:00 p.m.
  - From June 1 to August 31 inclusive, the normal work week is thirty- one-and-one-quarter (31.25) hours, and the normal daily schedule is from 8:45 a.m. to 4:00 p.m.
  - In order to meet operational needs in anticipation of the start of the fall term, it is understood that some sectors within Faculties / Services will be able to advance the summer schedule to May 1 at the earliest while respecting the total length of the summer schedule.
  - As of September 1st of each year, an employee who does not want to benefit from reduced working hours may apply to work seven (7) hours per day for a total of thirty-five (35) hours per week until the following August, subject to the approval of the Director of the department or the Dean of the faculty. The written request must be made at least sixty (60) calendar days prior to September 1 and cannot be refused without valid reason.
- 19.3 The normal work week for most employees is five (5) workdays, from Monday to Friday. Employee work schedules are established according to their work unit and operational requirements and may include a regular weekend or evening schedule. This schedule appears in the employees' job descriptions. The word "weekend" means Saturday and Sunday.
- 19.4 The University establishes work schedules based on operational requirements, and certain employee groups and certain employees will work schedules that are different from the one detailed in 19.3. This schedule is detailed in the job description.
- 19.5 For employees of the Housekeeping division of the Physical Resources Service and Protection Services dispatchers, the normal average annual work week is forty (40) hours. Work schedules include normal workdays of eight (8) hours divided into day, evening, and night shifts, are established by the administration of the service in question and are detailed in the job description. For post office staff, the normal average annual work week is thirty-six-and-one quarter (36.25) hours.
- 19.6 Work schedules detailed in job descriptions may be changed with the agreement of the employee concerned to meet the needs of the sector or University. In such instances, the total annual number of hours of work scheduled for the position must be respected. The arrangement is included in the employee's file and bears the signature of the employee, the Director or Dean, as well as the Human Resources Service, Staff Relations sector, and the Bargaining Unit. The employee is given thirty (30) calendar days of notice. Modified schedules existing at the time of ratification of the Agreement will continue to be in effect and will be deemed to have been given effect in accordance with the procedure detailed here. In the case of changes required for purposes directly linked to teaching, different schedules will come into effect with fifteen (15) calendar days of notice.
- 19.7 The number of work hours per day and per week shall comply in all instances with the *Ontario Employment Standards Act*.



19.8

a) An employee who works a full day (normally seven (7) hours) is allowed an unpaid hour for lunch, generally from noon to 1:00 p.m., or according to a schedule in keeping with the sector's operations.

b) An employee who works less than seven (7) hours a day is entitled to a lunch break in accordance with the *Ontario Employment Standards Act*, based on the number of hours worked in the day.

19.9 For the purposes of calculating the number of hours worked in a week, the work week begins on Sunday (12:01 a.m.) and ends on Saturday night (midnight).

### **Breaks**

19.10 All employees are entitled to two fifteen- (15) minute breaks with pay every day, one in each half of the workday, at a time established by the authorized persons, either the supervisor or other persons delegated by the Director or Dean.

19.11 The supervisor shall ensure that employees are able to take their break while also ensuring that telephone and reception services are maintained.

19.12 Breaks shall not be taken at the beginning or end of the workday and shall not be used to extend the time allowed for meals or to shorten the workday.

### **Flexible Schedules**

19.13 The University recognizes that employees may work flexible hours (to change the start and end time of the workday) subject to the following conditions:

a) The parties recognize that faculties and services have an obligation to provide the best possible service to students and the University community in general. Requests must take this obligation into account and may be refused by a faculty or service if service is affected.

b) The parties recognize that faculties and services have operational requirements that must be met, including having a sufficient number of employees during the regular hours of the University, service or faculty. Requests must take this obligation into account and may be refused by a faculty or service if service is affected.

c) Flexible schedules must abide by these rules: at least thirty (30) minutes must be granted for lunch, the two daily fifteen- (15) minute breaks cannot be used to reduce the length of the normal University workday and the work schedule requires the Dean's or Director's approval.

d) Flexible schedules cannot allow for the workday to begin before 7:30 a.m. or to end before 3:30 p.m., except during summer hours, when the daily schedule must not end before 3 p.m.

e) A flexible schedule arrangement is not considered permanent. Such arrangements can be subject to a pre-determined period or may be terminated by the University if circumstances, service needs, or operational requirements change in a unit. An arrangement will not be terminated without prior consultation with and notice to the employee and the Unit. Such consultation shall include the reasons for the end of the arrangement.

19.14 Flexible schedules apply only to employees whose regular work schedule is detailed in Article 19.2.

- 19.15 Flexible schedules will not be requested unreasonably by employees or refused without valid reason by a faculty or service.

### **Compressed Schedule**

- 19.16 The University recognizes that employees may work a compressed schedule (to work a higher total number of hours in a week than the normal number of hours). Such a schedule is subject to the same conditions as the flexible schedules described in Articles 19.13, 19.14 and 19.15.
- 19.17 A compressed schedule can spread hours over a biweekly period, creating one (1) extra day off, with the employee working nine (9) days during a ten (10) day period. Responsibility for determining the extra day off lies with Deans and Directors, who must consider the preference expressed by employees and the conditions set out in Article 19.16.
- 19.18 The immediate supervisor accounts for the overpaid time during certain employee's leaves and establishes with the employee, the convenient time for the resumption of work due to the University.

### **Travel Time**

- 19.19 At the request of the University, when the employee is required to travel to a workplace, the provisions of the *Ontario Employment Standards Act* shall apply.

## **ARTICLE 20 - OVERTIME**

- 20.1 Only overtime hours explicitly and directly approved by the supervisor before being worked are considered legitimate overtime hours and are paid under the terms and conditions in this article.
- 20.2 Employees who work overtime to contend with an exceptional, specific emergency that affects the University's operations, as defined in Article 20.3, without the approval of the supervisor (or, in their absence, the Dean or Director of the service) shall notify their supervisor accordingly without delay. For clarification purposes, it is noted that such occasions occur very rarely, and lack of prior consent to overtime cannot be used by employees to justify overtime worked without the normal consent required from the supervisor.
- 20.3 Overtime is not compulsory and can be worked only with the agreement of the employee concerned, except to avoid serious interference with the normal operation of the University or its activities:
- a) To deal with an emergency.
  - b) To ensure the continued delivery of essential public services if something unforeseen occurs, irrespective of the providers thereof.
  - c) To ensure that continuous processes or seasonal operations are not interrupted if something unforeseen occurs.
  - d) To carry out urgent repair work to the University or its plant or equipment.
- 20.4 A modified work schedule in accordance with Article 19, 'Hours of Work', is not considered overtime and the employee is paid at the regular rate. The same principle applies to schedules altered on a specific, temporary basis, if the consent of the employee has been obtained or the job description indicates a flexible schedule. The parties must agree on the implementation deadline.

### **Method of Remuneration**

- 20.5 Each hour of overtime worked beyond the regular workday or the regular work week, except if there was a change in regular hours in accordance with Article 19, "Hours of Work," shall be calculated at the rate of time- and-a-half (1.5) the regular hourly rate, either in money or in equivalent time off, subject to the maximum amount of bankable time. Employees must decide with their supervisor when the time will be taken and whether it will be in half days or full days.
- The choice between paid or banked overtime is at the employee's discretion.
- 20.6 For calculation purposes, the work week begins on Sunday (12:01 a.m.) and ends on Saturday night (midnight).
- 20.7 The calculation of overtime excludes weekend, night, and evening premiums.
- 20.8 A maximum of seventy (70) hours of overtime, including the time-and-a-half calculation, can be banked during each calendar year (January to December) to be taken as time off. All overtime beyond these seventy (70) hours must be paid.
- 20.9 When overtime is worked for emergencies, as defined in Article 20.03, it may be added to the number of hours banked temporarily in accordance with Article 20.8.
- 20.10 All banked overtime not used up by December 31 of each year is to be paid according to the number of hours logged in the databases. The December 31 date is deferred until March 31 for overtime accumulated between October 1 and December 31, although this remains subject to the seventy (70) hour maximum.

- 20.11 Employees with banked overtime who are transferred to another faculty or service shall be paid in cash when they leave the faculty or service where the overtime was worked.
- 20.12 Employees having worked overtime and wishing to be paid for the hours in question are paid no later than the month after the overtime was worked.

### **Recall to Work and On-Call Pay**

- 20.13 All employees whose job makes on-call status essential and who have been asked to be on call, whether by means of a pager or a cell phone, and who therefore must be reachable, available, fit and ready to work at all times during a designated period are to be paid at the rate of thirty (30) minutes for every four- (4) hour on-call period.
- 20.14 "On call" is defined as any period outside of normal working hours during which a person is available to answer emergency calls for their area and can come to work quickly if required.
- 20.15 The designated employee must be reachable during the stand-by time at a known phone number and be able to come to the workplace as quickly as possible if called. An employee who cannot come to work when asked shall not receive stand-by pay.
- 20.16 On-call time cannot be accumulated when the service's operations are closed. Between 11:00 p.m. and 6 a.m., only employees who provide essential services and who are explicitly on call may be remunerated when necessary and approved. Determining what constitutes an essential service is the responsibility of a faculty's Dean or a service's Director.
- 20.17 Employees recalled to work fifteen (15) minutes or more after finishing their normal workday and who must physically come to the workplace without being able to solve the problem from home shall receive a minimum of either four (4) hours of straight time or time-and-a-half (1.5) for the hours worked, whichever is highest. When an employee is paid under this article, any accumulation of on-call time ceases for the period in question. If the recall requires no more than ninety (90) minutes, and an additional task requiring no more than thirty (30) minutes can be performed during this period, this work shall be considered as only one recall.

### **Meal Allowance**

- 20.18 Employees shall have at least one half (½) hour to eat after five (5) consecutive hours of work.
- 20.19 An employee who is required to work beyond their regular scheduled workday is entitled to a meal allowance of twelve dollars (\$12) after working two (2) consecutive hours of overtime, and after each four (4) consecutive hours of overtime thereafter, except when meals are free. When overtime hours are worked on a day not on the normal schedule, a meal allowance is payable after each four-hour period. These provisions do not apply when the employee works from home.

### **Overtime and Dispatchers**

- 20.20 The University will offer overtime to Protection Service dispatchers as follows:
- If necessary, the employee at work will continue the replacement at time and a half until a replacement is found.
  - The University will offer the overtime, in order of seniority, to dispatchers on weekly holiday who have at least twelve (12) hours of rest since their last shift. In case of an emergency situation (snowstorm, crime, etc.) the Assistant Director or the Director may decide on the need to call back an employee even if they did not have at least twelve (12) hours of rest.

- Employees on authorized leave other than weekly holidays will not be offered overtime for the said days.

- In the event that no employee can perform the overtime under these conditions, the University will offer the work to uniformed personnel.

20.21 Overtime work is allocated in turns and equitably among the employees who regularly do the work for which the hours of work are being requested.

## **ARTICLE 21 - PREMIUMS**

### **Evening, nights, and weekend premiums**

- 21.1 Employees whose work schedule requires working evenings or weekends are paid a premium. These premiums are \$0.75 an hour for evening work (between 6 p.m. and 11 p.m.) and \$0.83 an hour for weekend work.
- 21.2 For night work between 11 p.m. and 7 a.m., the premium is \$0.95 an hour.
- 21.3 The annual base pay for employees whose position requires regular evening, weekend or night schedules is adjusted proportionately to take into account the hours worked during these periods, i.e., the number of hours worked in a week is multiplied by 52/1,820.
- 21.4 When these periods are worked sporadically, the rates set out shall be used to calculate the pay owed. Payment is made once a year, before May 31 of each year.

### **Premiums for Additional Responsibilities**

- 21.5 When the University temporarily, for a period equal to or greater than fifteen (15) working days, assigns employee responsibilities beyond their normal duties and not included in their job description, the employee receives a second source of salary. After being informed of the anticipated duration, it is understood that the employees must agree to these new responsibilities. This additional remuneration is for the entire duration of the assignment and is paid retroactively beginning on the first day the employee takes on the responsibilities.
- 21.6 Such remuneration shall be determined in accordance with Article 14.11 (a) (i), if the responsibilities are carried out during normal working hours. If the responsibilities are at the same level or a lower level, but the number of hours worked is greater, the employee shall be paid overtime in accordance with Article 20, "Overtime."

**ARTICLE 22 - STATUTORY HOLIDAYS AND OTHER PERIODS OF LEAVE**

22.1 Employees are entitled to the following statutory holidays recognized by the province of Ontario or granted by the University, with pay according to the normal work schedule. The calendar is established in advance in order to plan the University calendar:

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

22.2 Employees are granted paid leave according to the normal work schedule for the period beginning on December 22 at 5 p.m. (or at the hour determined in the work schedule) and ending on January 3 at 8:45 a.m. (or at the employee's normal time to start work). If January 3 falls on a Saturday or Sunday, employees shall return to work at 8:45 a.m. on the first working day that follows.

22.3

a) If December 23 or December 24 falls on a Saturday or Sunday, floating leave days are granted in the following calendar year to employees employed by the University on December 31 of that year, subject to the following terms and conditions:

- December 23: one day of floating leave
- December 24: half a day of floating leave

b) If one of the statutory holidays coincides with an employee's weekly day of rest other than Saturday or Sunday, the employee is granted a day of holiday leave at a later date agreed on by the employee and their supervisor.

**Remuneration**

22.4 Employees who are asked to work during a statutory holiday listed in Article 22.1 are paid at a rate of one-and-a-half (1½) times their regular hourly rate in addition to their base salary or receive the equivalent in time off work.

22.5 Employees asked to work during the holiday leave listed in Article 22.2 other than the statutory holidays listed in Article 22.1 have the choice to receive equivalent paid time off work or be paid at

the regular hourly rate of pay in addition to their base salary. The method of payment must be established before the holiday by the relevant authority of the faculty or service along with the employee.



## **ARTICLE 23 - ANNUAL LEAVE**

### **Definition**

Date of continuous service for the accumulation of annual leave is the date recognized at the time of hire in a regular position and that appears on the Human Resources Service file.

#### 23.1

a) Annual leave can be utilized as accumulated during the course of the year, beginning on January 1 of every year. Annual leave is accumulated on a monthly basis but is established at each pay period. When days of annual leave are added on the basis of the date of service for the accumulation of annual leave, the monthly accumulation is amended to include these additions from the time of the application date.

b) It is agreed that employees who are members of the Bargaining Unit at the time of the ratification retain their date of service for the accumulation of annual leave already recognized in the Human Resources Service's files.

c) For new members of the Bargaining Unit who a regular position or a grant-paid position at the University after the ratification date, the period of continuous service will be used for the accumulation of annual leave.

d) \* A member of the Bargaining Unit who is performing the duties of a term contract and who obtains a regular position within the same faculty or service with no break in continuous service, will have the choice to either retain their accumulated annual leave or have it paid out. In all other cases, the accumulated annual leave shall be paid out.

23.2 The University determines the period when an employee can take their annual leave. To the extent possible, this determination must take into account the requirements of the job, the wishes of the employee and the employee's seniority in the Bargaining Unit. Each faculty or service establish the following conditions: the periods when annual leave is limited, the maximum number of people who can take annual leave at the same time, the maximum number of days and the deadline for choosing annual leave dates.

23.3 If conflict arises among staff within a unit regarding the annual leave schedule and employees cannot come to an agreement on who should have priority, Bargaining Unit seniority will be used as a last resort to determine priority.

23.4 Before taking an annual leave, an employee must have obtained authorization from their supervisor and have completed their request through the University's electronic leave management system. The authorization must be provided within five (5) working days of the electronic request.

23.5 When an employee is unable to take an annual leave already approved by their supervisor due to disability or per the University's request, and this occurs before the start of the scheduled annual leave, the employee can postpone their annual leave to a later date with the agreement of their supervisor.

23.6 An employee who becomes ill during a period of annual leave begins their sick leave only at the end of the period of annual leave, if necessary.

23.7 An employee who is hospitalized and admitted as a result of an illness or accident that occurred during a period of annual leave can postpone their remaining annual leave to a later date. In that event, the employee must provide the Human Resources Service, Occupational Health, Disability and Leave sector, with proof of their hospitalization, which will determine the employee's eligibility.

An employee who is on annual leave and for whom bereavement leave as outlined in Article 25.5a) occurs during the period of annual leave, may convert the annual leave into bereavement leave as mentioned above. The deferred annual leave may be resumed later following agreement with the immediate supervisor.

- 23.8 Vacations shall be spread out over two (2) consecutive weeks or correspond to two (2) one- (1) week periods, unless the employee makes a written request to take shorter periods and the immediate supervisor accepts, upon receipt of the employee's written request, that the shorter minimum periods be used.
- 23.9 Employees who hold permanent regular positions and who are not on probation can borrow and utilize up to ten (10) days of unearned annual leave.
- 23.10 \* Employees who hold permanent regular positions and who are not on probation can automatically defer ten (10) days of unused annual leave in excess of their annual entitlement to the following year. On September 30th of each year, the University will send to the Bargaining Unit President a list of their members who have an excess amount of annual leave accumulation by December 31st of the given year.

Any annual leave in excess of this amount will be automatically forfeited, unless a schedule to use the extra days before January 31 of the following year has been established in writing between the employee and their Dean, Directors or their excluded designate.

Employees on maternity leave, parental leave, unpaid maternity, or parental leave, as well as employees on long-term disability leave due to an occupational disease or accident retain their banked vacations. Upon returning to work, the immediate supervisor and the employee must establish a schedule to use up the extra days of annual leave that are beyond what is allowed under the Article 23.10 as soon as possible, taking into account the operational needs.

- 23.11 Annual leave for seasonal and part-time regular employees shall be calculated and paid on a pro-rata of hours worked.
- 23.12 Employees on sick leave approved by the University, or on leave due to a workplace accident, accumulate annual leave credits during the first one hundred and nineteen (119) calendar days of their absence.
- 23.13 Employees on maternity or parental leave accumulate annual leave credits during their absence.
- 23.14 During a leave without pay of more than ten (10) consecutive working days in a given year, an employee will not accumulate annual leave.

23.15 Subject to article 23.1, employees who hold a permanent regular position accumulate the following annual leave for positions in grades one (1) to eleven (11):

**Date of continuous service for the accumulation of annual leave**

Up to 1 year: Accumulation rate is 1.25 d/m = 15 d/y

Between 1 and 4 years: Accumulation rate is 1.33 d/m = 16 d/y

Between 5 and 10 years: Accumulation rate is 1.66 d/m = 20 d/y

11 years: Accumulation rate is 1.75 d/m = 21 d/y

12 years: Accumulation rate is 1.75 d/m = 21 d/y

13 years: Accumulation rate is 1.83 d/m = 22 d/y

14 years: Accumulation rate is 1.83 d/m = 22 d/y

15 years: Accumulation rate is 2.08 d/m = 25 d/y

16 years: Accumulation rate is 2.08 d/m = 25 d/y

17 years: Accumulation rate is 2.08 d/m = 25 d/y

18 years: Accumulation rate is 2.08 d/m = 25 d/y

19 and 20 years: Accumulation rate is 2.16 d/m = 26 d/y

21 and 22 years: Accumulation rate of 2.33 d/m = 28 d/y

23 and 24 years: Accumulation rate of 2.42 d/m = 29 d/y

25 years: Accumulation rate is 2.50 d/m = 30 d/y

23.16 Term employees shall accumulate 1.25 days of annual leave per month.

## ARTICLE 24 - LEAVE WITHOUT PAY

- 24.1 The Dean or Director can authorize a leave without pay when they are willing to guarantee that the employee's position will be protected, for a maximum period of one (1) year. During this period, the employee's position must be kept available, even if a replacement is hired. However, if the position is abolished, the provisions in Article 18, "Employment and Lay-off Priority", shall apply upon returning to work.
- 24.2 The request is made in writing to the Dean or Director at least three (3) months in advance of the start date of the period requested. For exceptional reasons, the request could be less.

Authorization is at the discretion of the Dean or Director and takes the following criteria into account:

- a) the reason for the leave; testing a position with a different employer other than the University is a valid reason for refusal;
- b) the duration of the leave;
- c) the employee's seniority;
- d) the projected length of service after the return to work; and
- e) the possibilities of obtaining a competent replacement on a temporary basis.

When the Dean or Director of a service does not authorize a leave without pay with protection of the person's position, a written letter is given to the employee providing the reasons.

24.3

**a) Leave without pay with protection of the position:**

- i) During the first three (3) months of leave, the employee is entitled to all insured benefits for which the employee's salary normally gives entitlement, according to the distribution of costs just prior to the leave.
- ii) The employee can continue participating in the insured benefits program of the University after the third (3rd) month of leave without pay, provided that the Human Resources Service is notified in writing at least thirty (30) calendar days before the start of the leave and that the employee undertakes to pay in full the costs (employer and employee contributions).
- iii) During the leave, the employee can continue contributing to the University pension plan provided that they pay both the employer and employee contributions.

**b) Leave without pay without protection of the position:**

The request can subsequently be forwarded to the Human Resources Service, Staff Relations, who will consider the request for leave without pay without protection of the person's position. The University shall not refuse such a request without valid reason. Testing a position with another employer than the University is a valid reason for refusal.

Such leave shall not be approved for a period exceeding one (1) year.

i) The employee can continue to contribute to the insured benefits programs of the University provided that the Human Resources Service is notified in writing at least thirty (30) calendar days before the start of the leave and that the employee undertakes to pay in full the costs (employer and employee contributions). This is not compulsory.

ii) During the leave, the employee can continue to contribute to the University pension plan provided that they pay both the employer and employee contributions.

iii) As a member of the Bargaining Unit, the employee can actively apply for positions within the Bargaining Unit posted during their leave and for three (3) months after the leave ends, provided that the employee agrees to assume their duties not later than thirty (30) calendar days from their appointment.

- 24.4 Specific conditions apply to requests for leave without pay immediately following childcare leave, as set forth in the Article 26 on "Childcare Leave".
- 24.5 Unless the Agreement specifies otherwise, an employee who requests and is granted a leave without pay will not receive insured benefits or other benefits provided for in the Agreement, including the accumulation of seniority, in accordance with Article 13 'Seniority'.
- 24.6 An employee who was granted leave without pay with protection of their position and who wants to return to their position before the end of their leave or the scheduled return date must notify the Dean or Director in writing at least one (1) month before the new scheduled return date and must obtain the Dean or Director's authorization.
- 24.7 An employee who was granted leave without pay with protection of their position and who returns to their position at the end of their leave shall receive the same base salary that they are receiving just before their leave, adjusted for cost-of-living salary increases that would have been granted during their absence, as long as these adjustments do not place them above the maximum salary for their salary class.
- 24.8 Employees already on leave without pay are not eligible for the various leaves covered by the Agreement.

#### **Leave Without Pay to Hold Public Office**

- 24.9 A leave without pay with protection of the employee's position for the purpose of taking part in military or paramilitary activities for the Government of Canada will be approved upon request in accordance with the terms and conditions of government agreements and programs in force. The benefits and conditions listed in this article will apply.

#### **Leave without pay for Union duties**

- 24.10 The University can grant leave without pay with protection of the employee's position to enable an employee to lend their services to the Union for a maximum period of two (2) years. This request is granted when requested, provided there is a thirty (30) workday period before the start of the requested leave. Beyond these two (2) years, the leave will be without pay and without protection of the employee's position.

**Leave without pay for political duties**

- 24.11 An employee who is an official candidate for election to the Parliament of Canada, to a provincial legislature or assembly, or to the office of mayor of Ottawa or Gatineau or any similar office as determined by the University, may request a leave without pay for a maximum period of sixty (60) consecutive calendar days during which they are campaigning for office. An employee may request a leave of absence without pay without protection of their position for a maximum period equal to the duration of their first mandate if they are elected.

## **ARTICLE 25 - VARIOUS PAID LEAVES**

- 25.1 Upon request, an employee is granted a paid special leave for the special circumstances listed in this Article. The length of the leave is determined in accordance with the terms of the articles below. The provisions of Article 25.7 of the current article do not apply to term employees.
- 25.2 Special leaves with pay require the written consent of the Dean or Director, or their delegates.
- 25.3 Special leave with pay cannot be granted for periods during which the University is closed.
- 25.4 Special leave as described in this Article cannot be utilised as annual leave or an extension of annual leave or any other leave or absence provided for in the Agreement, unless otherwise stipulated therein.
- 25.5 Bereavement leave**
- a) An employee shall be entitled to a leave of five (5) working days with pay in the event of the death of a close relative. The term "close relative" is limited to the employee's mother, father, foster mother, foster father, sister, brother, spouse, children, step-children, grandchildren, mother-in-law, and father-in-law. Should the funeral takes place more than three hundred twenty (320) kilometers (or two hundred (200) miles) from Ottawa, the employee shall be entitled to one (1) additional day to attend the funeral.
- b) An employee shall be entitled to a paid leave of one (1) working day for the death of a sister-in-law, brother-in-law, step-sister, step-brother, grandparents, an uncle, an aunt, a nephew, a niece, a son-in-law or daughter-in-law of the employee or their spouse. Should the funeral take place more than three hundred twenty (320) kilometers (two hundred (200) miles) from Ottawa, the employee shall be entitled to one (1) additional day to attend the funeral.
- c) The employee may use one (1) of the paid leave in a) or b), to attend the burial or cremation that takes place outside the time period outlined in those paragraphs.
- d) Should a request for additional bereavement leave occur during an ongoing bereavement leave, the Parties will discuss to determine the reasonable number of days to be granted given the situation.
- 25.6 An employee may also use accumulated vacation days or hours of accumulated overtime to extend the listed leaves.
- 25.7 Once (1) during their employment at the University, an employee shall be granted five (5) working days of leave for their wedding. The employee must submit this request at least four (4) weeks in advance.

### **Personal Leave**

- 25.8 \* Special leave with pay up to an annual maximum of five (5) working days may be granted to an employee for any other circumstances deemed exceptional, except for which a predetermined leave is those prescribed above. Certain other requests for leave such as moving (when an employee moves from their own permanent place of residence), a mandatory religious service, or Indigenous spiritual practices and/or ceremonies may be considered as part of the five (5) paid days. In the event the employee has exhausted their days allotted they may use banked overtime hours or annual leave in its place.
- 25.9 Exceptional circumstances may include emergencies or family duties such as the temporary care of a family member who is sick, a doctor's or dentist's appointment for a family dependent who is

unable to travel alone or an appointment with academic authorities. The employee must make all reasonable efforts to keep such absences from work to a minimum.

25.10 In addition to the special paid leave described above, an employee can be granted a special leave with or without pay as prescribed in the *Ontario Employment Standards Act*, and in certain cases with Employment Insurance. The leaves are:

- a) Family medical leave;
- b) Organ donor leave;
- c) Family caregiver leave;
- d) Critical illness leave;
- e) Child death leave
- f) Crime-related child disappearance leave;
- g) Domestic or sexual violence leave;
- h) Family responsibility leave;
- i) Declared emergency leave and Infectious disease emergency leave;
- j) Reservist leave.

In the case of the death of a close relative during a leave listed above family medical leave, an employee who is receiving receives Employment Insurance may request paid bereavement leave if applicable, as provided in Article 25.5.

In the event of changes to the terms and conditions listed for these leaves in the *Ontario Employment Standards Act*, the University agrees to abide by the new terms and conditions.



**Court Leave**

- 25.11 Paid leave is granted to any employee who is called for jury duty or to appear as a witness in a court of law or before any statutory or legal body in Canada that has the power to compel witnesses to appear in a case where they are not one of the parties involved.
- 25.12 The employee shall inform the Dean or Director in writing as soon as possible and must substantiate their court appearance with the appropriate documents.
- 25.13 Pay received during court leave shall be decreased by any amount paid by the court for jury duty. Court leave does not apply to members who are serving a prison sentence.
- 25.14 An employee called before a civil or criminal court or administrative tribunal in a case where they are involved, the employee is eligible for leave without pay or can use days of annual leave to that effect.

## **ARTICLE 26- MATERNITY AND PARENTAL LEAVES**

### **Definitions**

- a) Maternity leave: leave granted to a University employee who gives birth.
- b) Parental leave: leave granted to a University employee when they adopt a child, for the care of a young child following birth or when the employee obtains care or custody of a child for the first time, be it the father or the mother.

### **A. Maternity Leave**

#### **26.1 Eligibility**

Female employees who have completed thirteen (13) weeks of continuous service are entitled to maternity leave. During this leave the employee shall retain the right to her position or to an equivalent position.

#### **26.2 Duration**

26.2.1 Maternity leave usually lasts seventeen (17) consecutive weeks and can be taken during the period which goes from the seventeenth (17th) week preceding the expected date of delivery until at least the twelfth (12th) week following the birth or stillbirth.

26.2.2 For miscarriages, an employee's maternity leave end at the latest of the following dates: in the instance of a miscarriage more than seventeen (17) weeks before the expected delivery date, there is no maternity leave; if the miscarriage occurs in the seventeen (17) weeks preceding the expected delivery date, the leave shall end no later than seventeen (17) weeks after the beginning of the leave or twelve (12) weeks after the miscarriage.

26.2.3 The employee must present a medical certificate and submit a written notice at least two (2) weeks before the leave, except when the doctor states that this deadline cannot be observed.

26.2.4 When an employee gives birth later than expected, post-natal leave shall last at least six (6) weeks.

26.2.5 The employee may shorten her maternity leave by advising the University at least four (4) weeks in advance, but post-natal leave shall last at least six (6) weeks.

#### **26.3 Benefits**

An employee who takes advantage of the maternity leave may choose to continue paying their employee contributions to the University employee benefits program. In such cases, the University will continue paying the employer's contribution.

### **B. Parental Leave**

#### **26.4 Eligibility**

An employee who has completed thirteen (13) weeks of continuous service are entitled to adoption or childcare leave. During this leave, the employee retains the right to their position or to an equivalent position. A regular employee may avail themselves of Article 18, "Employment and Lay-off Priority", if their position is eliminated or displaced. A term employee will work for the remaining portion of the contract period's pay, after which their employment will be terminated.

#### **26.5 Duration**

26.5.1 Employment Insurance (EI) or Quebec Parental Insurance Plan (QPIP) parental benefits are available to parents of a newborn or newly adopted child.

The parent must choose between two (2) options :

- Standard Parental Benefit
- Extended Parental Benefit

Their choice determines the number of weeks and the weekly amount the parent will receive.

If you are splitting benefits, each parent must choose the same option and apply on their own. Parents can receive their weeks of benefits at the same time or one after the other.

Once you start receiving parental benefits, you cannot change your option.

- a) The standard parental leave has a maximum duration of forty (40) weeks, but a parent cannot receive more than thirty-five (35) weeks of Employment Insurance (EI) or Quebec Parental Insurance Plan (QPIP) benefits. For a standard parental leave, a parent can receive parental benefits for specified periods of time starting the week following the date of birth of their child or the date the child is entrusted to their care for adoption

Standard parental benefits are payable at a weekly benefit rate of fifty-five (55%) percent of your average weekly insurable earnings up to a maximum amount.

- b) Extended parental leave has a maximum duration of sixty-nine (69) weeks, but a parent cannot receive more than sixty-one (61) weeks of Employment Insurance (EI) or Quebec Parental Insurance Plan (QPIP) benefits. For extended parental leave, a parent may receive parental benefits for specified periods beginning the week following the date of birth of their child or the date on which the child is entrusted to them for adoption. It must begin within seventy-eight (78) weeks of the adoption or birth of the child or the first time the child is taken into care.

Extended parental benefits are payable at a weekly benefit rate of thirty-three (33%) percent of your average weekly insurable earnings up to a maximum amount.

26.5.2 Parental leave for women who are also on maternity leave begin at the latest during the eighteenth (18th) week after the child's birth, unless the child is not yet under the employee's care.

26.5.3 An employee planning to take advantage of parental leave must submit written notice at least two (2) weeks before the leave.

### **C. Benefits**

26.6

26.6.1 An employee on parental leave may choose to continue paying their employee contributions to the University employee benefits program they were participating to before the start of the leave. In such cases, the University will continue to pay the employer contribution.

### **D. Extra Remuneration**

26.7

#### **26.7.1 Maternity leave**

An employee who holds a regular position at the University, has completed a minimum of twelve (12) months of continuous service and who has worked a minimum of 600 hours at the University and is entitled to maternity leave receives the following benefits:

- For a maximum of seventeen (17) weeks, the University will pay the difference between ninety-five percent (95%) of the employee's normal basic salary and the amount of benefits under the applicable government program available to a person whose salary corresponds to the employee's salary.

26.7.2 For a seasonal employee, the University does not pay the additional amounts during the usual period of seasonal absence.

26.8

#### 26.8.1 Parental Leave

An employee who holds a regular position at the University, who has completed a minimum of twelve (12) months and who has worked a minimum of 600 hours at the University and is entitled to parental leave receives the following benefits for the first six (6) weeks of leave following the adoption of the child or after the employee first obtains care of the child.

26.8.2 \* For either standard parental leave or extended parental leave during this six (6) week period, which includes the waiting period if applicable, the University will pay the employee the difference between:

- a) Ninety-five percent (95%) of the employee's regular base salary and
- b) The maximum level of the applicable government program available to any person whose salary corresponds to the employee's salary.

26.8.3 An employee whose waiting period has been completed by the other parent will receive, for the six (6) weeks, the difference between the amounts paid by Employment Insurance and 95% of the salary, since the waiting period will have been completed at the beginning of the maternity leave.

26.8.4 For a seasonal employee, the University shall not pay the additional amounts during the usual period of seasonal absence.

#### 26.9 Conditions

a) To receive the supplementary benefits, the employee must provide the Human Resources Department with proof of an approved application under the applicable government program, including the amount of benefits to be paid to the employee.

b) Extra benefits are not considered as income for the calculation of Employment Insurance premiums, but they are subject to the other deductions imposed by the Employment Insurance Act.

c) The employee and the University continue paying their normal contributions to the employee benefits program, even though the employee is collecting only 95% of their regular salary.

d) If the University determines that the amounts paid through this program should not have been paid or should have been lower, the surplus amount is deducted from subsequent program payments or from any other amount payable by the University using a payment plan established between the parties.

e) If there is a salary increase during the employee's maternity leave, the 95% remuneration they receive is to be adjusted according to the new salary.

f) Any amount to be reimbursed by virtue of the taxation limits set out in the Employment Insurance Act (1.5 times the maximum yearly allowance) will be at the employee's expense.

## 26.10 Restrictions

Extra benefits are not payable in the following cases:

- a) an employee who has received a termination of employment notice before having advised the University of their pregnancy, the adoption, or the upcoming birth (father);
- b) an employee who has received a termination of employment for cause before having advised the University of their maternity and/or parental leave and the termination was not overturned through the grievance process;
- c) an employee who has submitted their resignation before having advised the University of their pregnancy, the adoption, or the upcoming birth (father);
- d) an employee who takes part in a strike or work stoppage;
- e) If the employee does not meet the requirements for Employment Insurance benefits as determined under the Employment Insurance Act.

## E. Extra Leave

- 26.11 Following maternity leave, an employee may request an extra one- (1) year leave of absence without pay with protection of the employee's position.
- 26.12 Following parental leave (without maternity leave before parental leave), the employee may request an extra one- (1) year leave of absence without pay and with protection of the employee's position.
- 26.13 Following maternity or parental leave, an employee may request leave without pay of up to two (2) years, but in this case, the University would no longer be bound to keep the position open for the employee's return. Such leave is automatically approved by the responsible Dean or Director.
- 26.14 If an employee wishes to return to work after a two-year leave of absence, for three (3) months they will have the right, like other regular internal candidates, to apply for other positions, notwithstanding the conditions listed in the article covering employee seniority. If at the end of this three-month period the employee has not found another position, their employment at the University will automatically terminate.
- 26.15 An employee on maternity or parental leave must choose between the privilege of a one (1) year unpaid leave of absence with job security and the right of a two (2) year unpaid leave of absence without job security.
- 26.16 The choice must be made in writing at least two (2) weeks before the end of maternity or parental leave.
- 26.17 A two (2) year unpaid leave may be taken by either parent if both work at the University.
- 26.18 An employee cannot be compelled to take annual vacation time during maternity or parental leave but can use it to extend their leave.

## F. Birth Leave or Adoption

26.19

- a) An employee can claim a birth or adoption leave and receive 100% of their or her salary, without this leave being considered part of the benefits and leave covered by provincial laws, for a maximum of three (3) working days. It is therefore distinct from the parental leave described above.
- b) Birth leave: such leave must be claimed by an employee who is not the birth mother, within five (5) calendar days of the child's birth.

c) Adoption leave: such leave must be claimed by an employee who is the birth mother or father, or who are parents of the same sex, within five (5) calendar days of the child's adoption.

## **ARTICLE 27- SICK LEAVE**

**Total Disability:** An employee is considered to be totally disabled when suffering from a total and uninterrupted disability attributable to an injury, sickness, complication resulting from pregnancy, or a mental condition. The employee is unable to perform the duties of the usual position for the duration of the maximum number of sick leave days. Subsequently, the conditions established by the insurance provider in the article on extended long-term disability apply.

**Partial Disability:** An employee is considered to be totally disabled when suffering from a total and uninterrupted disability attributable to an injury, sickness, complication resulting from pregnancy, or mental condition. The employee is unable to perform the duties of the usual position for the duration of the maximum number of sick leave days. However, with the University's approval, the employee may perform a proportion of the usual duties of their position or another position with similar duties. The salary received for the duties performed shall be at least 30% less than their regular salary. An employee cannot be partially disabled before having met the definition of total disability.

**Medical note:** means a medical statement signed by a physician that includes the date of consultation, the employee's dates of absence, the doctor's name, and the registration number of the College of Physicians.

**Medical certificate:** means the confidential request form for medical information from the attending physician which can be found in Appendix A of the Agreement.

- 27.1. A regular employee who has not completed three (3) months of their probationary period shall accumulate one day (1) of sick leave per month, up to a maximum of three (3) working days, which can be used during their probationary period.
- 27.2 A regular employee who has completed three (3) months of their probationary period receive the following sick leave benefits if they meet the definition of disability:
- a) One hundred per cent of the base salary for a maximum of one hundred and nineteen (119) calendar days from the first day of the total disability due to an accident or illness, and for each disability owing to a separate cause, including complications resulting from a pregnancy. A gradual return to work or a return to work part time/ part-time job shall be included in the calculation of the one hundred and nineteen (119) calendar days of sick leave granted to the employee.
  - b) Sick leave benefits are payable for a maximum period of one hundred and nineteen (119) calendar days or for a period ending on the employment termination date, whichever period is shorter.
  - c) Benefits are reduced i) by the amount of compensation paid by the Workplace Safety and Insurance Board (WSIB) if they are received, with the understanding that normally the University pays the sick leave pay, or ii) by the amount of similar benefits for which the employee is eligible by reason of sickness or accident from a governmental or private insurance plan, except Employment Insurance.

### **Conditions**

- 27.3 Eligible employees who become totally disabled may collect benefits on the following conditions:
- a) At the beginning of the disability period, the employee informs the supervisor of the anticipated length of absence. Should the employee be working shifts, the supervisor shall be advised of the absence at least two hours before the start of the employee's regular shift. If the leave exceeds the period, the employee or their agent shall notify the Human Resources Service, Health and Wellness Sector, of any change to the expected return date as soon as it becomes known.

Following an employee's sick leave, upon their return to work, they must enter their used days of leave into the University's electronic leave system.

b) A medical note is required in the following cases:

i) When sick leave exceeds four (4) consecutive working days;

ii) When the employee's sick leave record casts serious doubt on the validity of the declaration, even when the sick leave is less than four (4) consecutive working days; in this case, the functional limitations are requested;

iii) The Health and Wellness Sector must receive the medical note within five (5) working days following the employee's return to work unless a valid reason is given by the employee.

c) The medical certificate must be filled out by the attending physician when the disability exceeds ten (10) workdays, within a maximum of twenty (20) calendar days after the first day of absence; otherwise, the sick leave is without pay and the faculty or service will stop the salary on that date and the days off work used up to that date will be treated as annual leave. If the employee's annual leave has been exhausted, the absent days will be treated as leave without pay and a record of employment will be issued for potential benefits from the federal Employment Insurance program.

d) The medical certificate must be renewed on a monthly basis following the receipt of the first medical certificate.

e) Should the University not receive satisfactory medical information from the attending medical practitioner, then the University may require the employee to undergo an independent medical examination (IME) to determine if the employee is eligible for sick leave benefits or is able to return to work. The University will pay for the examination.

i) The University shall inform the employee and the Bargaining Unit President when it wishes to have an IME conducted and shall provide them with the names of three (3) duly qualified medical practitioners. The employee shall select one of those practitioners to conduct the examination. Prior to choosing the independent medical practitioner, the employee and the Bargaining Unit President will have the opportunity to review the scope of the independent medical exam.

ii) The independent medical report will be forwarded to the employee's treating physician. The Bargaining Unit President or designate will be provided with a copy of the medical report upon written request by the employee.

f) When the medical certificate or examination(s) do not confirm a sick leave due to disability, but the attending physician maintains that the employee cannot return to work, the employee is on leave without pay. A medical certificate is required every month to maintain the unpaid-leave status for a maximum of one hundred and nineteen (119) calendar days, then every six (6) months thereafter. The conditions set out in the article on seniority apply to the accumulation and retention of seniority during this period. The employment is terminated two years after the start of the absence.

## **Accommodation**

27.4 Wherever possible and reasonable, the University accommodates employees with functional limitations to facilitate their return to work after an accident or illness. If possible, and depending on the accommodations to be made, the parties can also decide to place an employee in a vacant position with other responsibilities that are in keeping with the functional limitations. The employee,



the employee's supervisor, the Union, and a University's representative will attend all meetings during the workplace accommodation process.

- 27.5 When an employee who has not been given sick leave benefits requires reasonable accommodation according to their attending physician, the University can obtain an assessment from a medical practitioner to determine the functional limitations and the accommodations required. The process for selecting the medical practitioner shall follow provisions in article 27.3 e). The University will pay the cost of such examinations.
- 27.6 The Employee shall notify the Health and Wellness Sector, of the health condition, disability or impairment preventing them from meeting the job requirements.
- 27.7 The employee provides the Health, Wellness and Leave Sector, in strict confidentiality, the information and documents from health professionals to properly explain the nature and extent of the accommodation requested.
- 27.8 The employee and the Bargaining Unit support and collaborate with the University in its efforts to identify and provide the necessary accommodations, in particular by helping identify solutions that the University can reasonably consider to meet the employee's needs.

#### **Return to work after sick leave**

- 27.9 When a sick leave exceeds more than twenty (20) working days, the employee must provide a document attesting that they are fit to work from their attending medical practitioner before being able to return to work. This document can be the medical certificate filled out at the beginning of the sick leave, provided that the return-to-work date has not changed. The certificate can be used to verify whether the employee is fit to return to work and to identify any accommodation or restriction measures to be followed during the work reintegration period.

#### **Return to work after a workplace accident**

- 27.10 An employee returning from sick leave as a result of a workplace accident can return to the position that they held before the workplace accident, with or without reasonable accommodation, if they return within the period of one hundred and nineteen (119) calendar days of sick leave. If the absence is longer, the University shall adhere to the following conditions (the shortest term apply):
- up to one year after the employee was declared fit to resume the core duties of their position in connection with a return to the employee's position;
  - two years after the injury or sickness;
  - the date on which the employee reaches 65 years of age.

#### **Confidentiality**

- 27.11 In order to protect confidentiality, medical notes and certificates must be forwarded directly by the employee to the Human Resource Services' Health and Wellness Sector.
- 27.12 An employee is not required to disclose either the nature or symptoms of the illness nor the name of their treating medical practitioner to their supervisor.
- 27.13 The Human Resources Service, Health and Wellness Sector, shall not disclose information contained in medical records or medical information without the employee's written consent. In accordance with article 27.7, this does not include information on the accommodations required for a return to work.

**Renewal of sick leave benefit period**

- 27.14 To renew the maximum period of one hundred and nineteen (119) calendar days of sick leave, the University may require a certificate of good health, which is to be granted by the treating medical practitioner. An employee who has received sick leave benefits must:
- a) Return to work for one (1) full working day in the case of a disability attributed to a completely different cause, the accident or sickness having occurred after the day of return to work. This cannot be a day of annual leave and the employee must be present at work.
  - b) Return to work for thirty (30) consecutive calendar days if the disability results from the same cause. During this period of thirty (30) consecutive calendar days, the employee cannot take annual leave.

**Limitations:**

- 27.15 An employee who misses work after receiving a notice of termination of employment is not eligible for sick leave benefits unless they provide a certificate of disability issued by a medical practitioner and accepted by the Health and Wellness Sector.
- 27.16 Sick leave benefits cannot be accumulated and are never reimbursable.
- 27.17 When an employee is injured or sick during leave without pay, they are not eligible for sick leave benefits during the period of unpaid leave. In such case, the beginning of sick leave as outlined in section 27.2 is the date indicated on the medical certificate submitted to the Health, Wellness and Leave Sector. The employee may be eligible for compensation payments for sick leave from the first day of the scheduled end of the leave, and for the remaining days of ongoing one hundred and nineteen (119) calendars day period.
- 27.18 Employees who are not accepted by the Long-Term Disability Insurance Plan shall not receive sick leave benefits. If the treating medical practitioner maintains that the employee cannot return to work, the employee shall be on unpaid leave. A medical certificate shall be required every six (6) months. The terms as provided for in the article on seniority shall apply to the accumulation and maintenance of seniority during this period. The employment shall be terminated two years after the beginning of the absence.
- 27.19 Sick leave benefits are not granted under the following circumstances:
- a) Injury or sickness voluntarily self-inflicted with the sole purpose of benefiting from the provisions of this article;
  - b) Voluntary involvement in the event of riots, wars, or turbulent demonstrations;
  - c) Diseases or injuries sustained while committing an act recognized as a criminal offence by a duly constituted court or while serving a prison sentence;
  - d) A strike, except if the valid disability started before the beginning of the strike and a medical certificate was provided prior to the strike;
  - e) All beauty treatments or cosmetic procedures other than for health reasons, not covered by the provincial health insurance plan;
  - f) When the employee reports sick for work and on the same day attends a course or another job;

**Sick leave for term employees**

- 27.20 Term employees shall accumulate one (1) day of sick leave per month.
- 27.21 In the case of long-term sickness, the employee is entitled to the days of sick leave that they had accumulated and will then have to submit a request to Employment Insurance for the remaining period.
- 27.22 Sick leave can be accumulated when a contract is renewed but is not cashable. In this case, the unused sick leave from previous contracts in a position of continuous service shall be credited up to a maximum of fifteen (15) working days.
- 27.23 The same terms, conditions, and limitations regarding sick leave for regular staff apply, as long as the sick leave was accumulated and will be used.

**Leave for medical appointments and treatments**

- 27.24 Employees shall endeavor at all times to schedule their medical appointments outside of work hours or at the beginning or end of the workday to minimize the impact of their absence on their work sector.
- 27.25 Reasonable notice must be given to the supervisor when a medical appointment or treatment has been scheduled.
- 27.26 A maximum period of three point five (3.5) consecutive hours is granted for each preventive or diagnostic appointments with a doctor, dentist, or optometrist. If an individual absence of more than three point five (3.5) hours is required, this period will be accounted for and treated as sick leave unless the time is made up for in hours of work.
- 27.27 All appointments for medical treatment purposes are accounted for and treated as sick leave and validated by the Health, Wellness and Leave Sector. Employees accumulate hours approved for appointments and enters them into the University's electronic leave management system as half-days or full days of sick leave.

**ARTICLE 28 - STRIKES AND LOCKOUTS**

- 28.1 The Employer will not call a lockout and the Union will not take any form of strike action, work stoppage or work slowdown for the duration of the Agreement.
- 28.2 When University employees other than those covered by the Agreement are on a legal strike or lockout, employees covered by the Agreement are not required to perform the duties of employees on strike or lockout.

**ARTICLE 29 - LABOUR RELATIONS ADVISORY COMMITTEE**

- 29.1 A labour relations advisory committee is created within sixty (60) calendar days of the coming into force of the Agreement.
- 29.2 The committee's mandate is to review and discuss issues, problems and disputes, other than grievances, relating to working conditions or relations between the University on the one hand and the employees and the Bargaining Unit on the other.
- 29.3 The committee is comprised of a maximum of three (3) University representatives and three (3) Bargaining Unit representatives, who are authorized and given time off without loss of pay at the University's expense to attend the committee's meetings. For specific matters, guests may be invited to attend a committee meeting with the agreement of the parties and with prior notice.
- 29.4 Minutes are prepared by the Parties on a rotation basis for each meeting and a copy is sent to the representatives within ten (10) working days. The committee can make recommendations.
- 29.5 This committee meets six (6) times per year according to a timetable set between the parties and other meetings may be needed to address special or emergency situations.

**ARTICLE 30 - OCCUPATIONAL HEALTH AND SAFETY**

- 30.1 The University, the Bargaining Unit and employees cooperate in maintaining the best possible occupational health and safety conditions in an effort to prevent occupational illnesses and workplace accidents, in accordance with the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act, 1997* (WSIB).
- 30.2 The University, the Bargaining Unit and employees recognize their respective obligations under the *Workplace Safety and Insurance Act, 1997* to cooperate in a worker's early and safe return to work following a workplace accident or occupational illness.
- 30.3 Employees who are absent from work due to a work accident continue to receive their regular base salary for the duration of their absence or, at the latest, until the one-hundred-and-nineteenth (119th) calendar day of absence. During this period, the University receives the amounts payable by the WSIB directly. Should the absence extend beyond the 119th day, the employee will then receive benefits directly from the WSIB.
- 30.4 Employees required to supervise an unpaid student as part of their duties are not considered supervisors within the meaning of the *Occupational Health and Safety Act*.
- 30.5 There shall be no loss of pay and benefits for employees attending meetings of the University joint occupational health and safety committee (UJOHSC) and all the operational sub-committees. Employee members of the UJOHSC and of all operational sub-committees shall be entitled to be absent from work for a reasonable period without loss of pay and benefits, at the University's expense, to attend identified training sessions. The UJOHSC can recommend these absences as part of its responsibilities.
- 30.6 \* When supervising employees or student of the University, an employee shall act in accordance with the *Ontario Occupational Health and Safety Act, Section 27*.
- 30.7 \* The Parties recognize their obligations under University Policy 77 "Occupational Health and Safety" and the Terms of Reference of the University Joint Occupational Health and Safety Committee.
- 30.8 When an inspector from Ministry of Labour arrives at the workplace to conduct an inspection, the President of the Bargaining Unit and the representatives of the Bargaining Unit on the UJOHSC are immediately notified by the University to participate in the inspection process.
- 30.9 \* An employee has the right to refuse unsafe work in accordance with the *Occupational Health and Safety Act* and must respect the work refusal process established by the Office of Risk Management.

**ARTICLE 31 - OUTSIDE CONTRACTS**

- 31.1 Contracts assigned to outside contractors by the University shall not reduce the regular hours of employees or prevent recalls of worked by employees laid off from the sector in question because of the outside contract.
- 31.2 When the University is considering subcontracting an important or significant function normally performed by employees covered by the Bargaining Unit, it shall discuss the proposed action with the Bargaining Unit.

**ARTICLE 32 - HIRING OF UNIVERSITY STUDENTS**

- 32.1 Contracts issued in a spirit of training and support for University of Ottawa students who are registered in the University's Co-operative Education Programs (co-op students), Work-Study Program (WSP) or hire on contract will not reduce the regular hours worked by employees or prevent recalls of employees laid off from the sector in question because of such a contract.
- 32.2 The University will, within 30 calendar days of the end of each academic session, provide in writing to the President of the Bargaining Unit:
- a) The number of students for each faculty or service;
  - b) The number of hours per student per session for each unit within each Faculty or Service;
  - c) The type of student workers by faculty or service (WSP, CO-OP, contract).
- 32.3 The work performed by students comprises duties that are not traditionally done by an employee. This work would not result in preventing the creation of new positions in the Bargaining Unit or the posting of a temporary assignment.



**ARTICLE 33 - ELECTRONIC SURVEILLANCE**

- 33.1 Surveillance cameras installed by the University inside and outside of its buildings are there to protect persons and property. When the University has valid reason to believe that wrongdoing is being committed and that the installation of surveillance cameras is warranted for the purposes of an investigation, it shall comply with the laws applicable in such circumstances.
- 33.2 Employees and the University agree to respect the policies and the user code of conduct for the University's computing resources.
- 33.3 When electronic tools are used to measure performance or evaluate training needs, employees will be notified before the implementation of such measures. In the case of permanent measures, the job description must include a statement to that effect.

**ARTICLE 34 - TEMPORARY SHUTDOWN OF UNIVERSITY**

- 34.1 When the University decides to authorize, for a compelling reason, the majority of employees to leave work before the end of their normal workday or to stay home, employees will not be subject to any loss of regular salary.
- 34.2 Employees who continue to work at the express request of the University are eligible to either time remittance of a duration equal to the number of hours worked between the authorized time of departure and the end of the regular workday or pay at the regular rate for the actual hours worked between the authorized time of departure and the end of the regular workday.
- 34.3 Employees who are already on leave or who have a flexible schedule and whose day of rest coincide with the day(s) the University asks its employees to leave the workplace or to stay home will not receive additional pay. Normal work schedules will be observed.

**ARTICLE 35 - UNIFORMS, CLOTHING AND EQUIPMENT**

- 35.1 The University provides, and replaces if need be, or required by provincial or federal law, uniforms, clothing, and equipment it deems necessary for employees to perform their duties. This includes full reimbursement of the original or replacement purchase cost, as authorized in advance by the Chief Administrative Officer or their approved delegate.

In the event that a Faculty or Service decides to do business with an external supplier, the employee will be required to follow the procedure for doing so.

**ARTICLE 36 - TRAVEL EXPENSES**

- 36.1 Upon request from the University, an employee authorized to travel for work, training, development or participation in conferences or conventions are reimbursed for the expenses incurred in accordance with Policy 21, "Travel Expenses and Field Trips," in force at the time of the expense.

**ARTICLE 37 - SELF-FUNDED LEAVE**

- 37.1 Regular employees may take a self-funded leave under the terms and conditions of Policy 46a of the University.
- 37.2 Although authorizing a self-funded leave is at the discretion of the Dean or Director, leave will not be denied without just and sufficient cause.

**ARTICLE 38 - ACCESS TO CERTAIN POLICIES**

- 38.1 Employees continue to receive benefits provided for under the following University policies where the University shall consult with the Bargaining Unit before making changes:
- Policy 4: Training and Development and;
  - Policy 78: Training and Development of the Support Staff;
  - Policy 7: Relocation Expenses;
  - Policy 22: Tuition Fee Financial Support for Spouses and Dependents of University of Ottawa Staff Members.
- 38.2 In the case of a contradiction between a policy and a provision of the Agreement, the Agreement shall be applicable and shall take precedence.
- 38.3 The University agrees to maintain for regular employees, its practice for granting Refresher leave in accordance with the provisions of Policy 63 in effect or as amended by the Board of Governors until the expiration of the Agreement. The parties understand that this clause will remain in effect unless Policy 63 is abolished by the University.

**ARTICLE 39 - ACCESS TO SPORTS FACILITIES**

- 39.1 Employees have free basic access to the Montpetit Hall sports facilities. Some fees may apply in accordance with the Sports Service's fee and membership structure.
- 39.2 Immediate family members also have access under the same conditions if they are accompanied by an employee.

**ARTICLE 40 - PARKING**

- 40.1 As per the University's request, an employee who has to work Saturdays, Sundays and holidays may receive, free of charge, a parking permit which will entitle them to park their vehicle in any University parking lot, except lots with pay and display machines, parking meters and other reserved areas.



**ARTICLE 41 - UNIVERSITY OF OTTAWA PENSION PLAN**

- 41.1 The University agrees to provide employees and retired employees with the benefits provided for under the University of Ottawa Pension Plan as described in the 1969 University of Ottawa by-law and as amended from time to time. The text and a copy of the most recent text of the University Pension Plan is available from the Office of the Vice-President, Governance of the University, and revisions shall be forwarded to the Bargaining Unit after they have been approved.
- 41.2 Change in benefits: A Pension Plan Committee shall continue to exist in accordance with 41.3. All potential changes to the benefits to which an employee is entitled under the University of Ottawa Pension Plan is submitted to the committee for its consideration and recommendations. The committee makes its recommendations to the Board of Governors with a copy to the Bargaining Unit, it being understood that:
- a) no change in benefits shall be decided by the Board of Governors until one (1) month has elapsed since the committee's recommendations have been received by the Bargaining Unit, in order to permit the latter to review these recommendations and submit its own comments before any decision is made; and
  - b) the Board shall not reduce the benefits to which members are entitled under the pension plan without the prior consent of the Bargaining Unit.
- 41.3 Committees: The Pension Plan Committee was established by Board of Governors By-law no. 4, 1969 (Article 41.4). The Pension Fund Investment Committee was established by Board of Governors resolution no. 2002.5. Changes in the structure or function of either committee shall be by mutual consent of the parties to the Agreement.
- 41.4 The Pension Plan Committee has been delegated all the powers necessary for the interpretation of the pension plan and the administration of the pension fund, save and except the powers
- a) to appoint members of the committee;
  - b) to modify the pension plan,
  - c) to appoint the trustee(s) and investment managers of the pension fund, which are under the exclusive jurisdiction of the Board of Governors.
- 41.5 With respect to the appointment, reappointment, or replacement of the three (3) Bargaining Unit members, the Bargaining Unit forwards the names of the three (3) appointees. The Bargaining Unit gives proper consideration to any evaluation of a member's performance done by the Committee Governance of the Board.
- 41.6 Term of office to the Pension Plan Committee: The term of office of the members appointed to the Pension Plan Committee is one (1) calendar year and can be renewed indefinitely by those responsible for the appointments.
- 41.7 Meetings: The Committee meets at the call of the Office of the Vice- President, Governance. The chair convenes the Committee upon request of three (3) members of the Pension Plan Committee or two (2) members of the Pension Fund Investment Committee. A period of five (5) working days shall be allowed between the date of the notice calling a meeting and the date of the meeting. If required, an urgent meeting may be called with less than five (5) working days of notice and may be declared legal by a majority vote of the members of the committee.
- 41.8 The University will make its best efforts to obtain and provide to the Bargaining Unit information and general data, other than individual salary histories, which are required for the computation of pension benefits to which a member is entitled. The University, upon written consent from an

- employee, provide to the Bargaining Unit information regarding that employee's earnings history, as required for the computation of pension benefits to which the employee is entitled.
- 41.9 Presentations concerning the Pension Plan: Where there is any recommendation originating from the Pension Plan Committee (PPC) or any matter concerning the University of Ottawa Pension Plan or the Pension Plan Committee, and if the PPC wishes a presentation to be made to the Board of Governors, the Board shall not discuss the matter until a member of the Pension Plan Committee, selected by its non- management members, has made the presentation and answered any questions.
- 41.10 The chair of the PPC, as well as one (1) employee representative chosen by the non-management members of the PPC, shall be invited to any meeting called for or arranged with any external regulatory authority on matters concerning the Pension Plan, except where the Plan actuary attends the meeting alone or where the University is being required by a regulatory body to appear before it by virtue of being an employer.
- 41.11 \* The members required contribution rate to the pension plan shall not exceed the employer contribution (50/50). The employer acknowledges that by increasing the employee's pension contribution amounts to 50/ 50, the members are not assuming any additional liability for the pension plan.

## ARTICLE 42 - RETIREMENT ALLOWANCES

### Preamble:

- All employees hired on or after the date of ratification [November 16th, 2020] will not be eligible for the retirement allowance as per Article 42.
- All employees within the bargaining unit at the date of ratification will continue to accumulate service towards the retirement allowance calculation.

42.1 Regular employees who are not on leave without pay at the time of retirement will receive a retirement allowance calculated in accordance with the terms of this Article.

### 42.2 Definitions

#### a) Standard salary for position:

Salary corresponding to the standard of the salary class for the position held by the employee who is retiring, in accordance with the salary scale in effect as of May 1, 2003, shown in 42.7.

#### b) Multiplication factor:

- is equal to 0.004 for employees who are less than 60 years of age or who have not reached "factor 90"

- is equal to 0.006 for employees who are at least 60 years of age or who have reached "factor 90" between the ages of 55 and 60

#### c) Factor 90:

When the employee's age (expressed in years, months, and days) plus their years of participation in the pension plan (expressed in years and half-months) totals at least 90.

#### d) Number of years of service at the University:

Total number of years of active service at the University of Ottawa (expressed in years, months, and days). This excludes years with other employers credited for pension purposes, years of leave without pay and years of service prior to continuous service at the University.

#### e) Number of years of service remaining before normal retirement age:

Number of years of service an employee still needs to work before reaching the normal retirement date, i.e., age 65 (expressed in years and months). This figure shall never exceed five (5) (i.e., it corresponds to five (5) for all employees between the ages of 55 and 60). It progressively decreases between age 60 and 65 to reach zero (0) at age 65.

### CALCULATION FORMULA

42.3 Eligible employees who take their retirement between the ages of 55 and 65 are entitled to a retirement allowance calculated using the following formula:

[standard for position] x [multiplier factor] x [number of years of service at the University] x [number of years of service remaining before normal retirement age]

42.4 In accordance with the *Income Tax Act*, certain amounts may not be subject to taxation.

42.5 Employees shall give three (3) months of notice that they are retiring in order to receive the retirement allowance. Such notice is irrevocable. Employees who are planning to retire are

encouraged to give as much notice as possible in order to help the faculty or service with its budget and succession planning.

42.6 Retirement allowances shall be payable in the month following the employee's retirement.

42.7

**a) SALARY STRUCTURE 2003-2004, 35 HOURS/WEEK**

Grade	PTS	%	MINIMUM (\$)	STANDARD (\$)	MAXIMUM (\$)	PDR (2%)
1	92-108	90	22 746	25 273	27 800	505
2	109-127	89	23 948	26 908	29 598	538
3	128-147	88	25 196	28 631	31 494	573
4	148-177	86	26 311	30 595	33 654	612
5	178-209	85	28 373	33 380	36 718	668
6	210-244	84	30 605	36 435	40 078	729
7	245-286	83	33 073	39 847	43 832	797
8	287-335	81	35 552	43 891	48 280	878
9	336-399	80	39 211	49 013	53 914	980
10	400-459	80	43 815	54 768	60 245	1 095
11	460-540	80	49 253	61 566	67 723	1 231

**b) SALARY STRUCTURE 2003-2004, 36.25 HOURS/WEEK**

Grade	PTS	%	MINIMUM (\$)	STANDARD (\$)	MAXIMUM (\$)	PDR (2%)
1	92-108	90	23 558	26 176	28 793	524
2	109-127	89	24 803	27 869	30 655	557
3	128-147	88	26 095	29 654	32 619	593
4	148-177	86	27 251	31 687	34 856	634
5	178-209	85	29 386	34 572	38 029	691
6	210-244	84	31 698	37 736	41 509	755
7	245-286	83	34 255	41 271	45 398	825
8	287-335	81	36 822	45 459	50 005	909
9	336-399	80	40 611	50 764	55 840	1 015
10	400-459	80	45 380	56 724	62 379	1 134
11	460-540	80	51 012	63 765	70 141	1 275

**c) SALARY STRUCTURE 2003-2004, 37.5 HOURS/WEEK**

Grade	PTS	%	MINIMUM (\$)	STANDARD (\$)	MAXIMUM (\$)	PDR (2%)
1	92-108	90	24 370	27 078	29 786	542
2	109-127	89	25 658	28 830	31 713	577
3	128-147	88	26 995	30 676	33 744	614
4	148-177	86	28 191	32 780	36 058	656
5	178-209	85	30 399	35 764	39 340	715
6	210-244	84	32 791	39 037	42 941	781
7	245-286	83	35 436	42 694	46 963	854
8	287-335	81	38 091	47 026	51 729	941
9	336-399	80	42 011	52 514	57 766	1 050
10	400-459	80	46 944	58 680	64 548	1 174
11	460-540	80	52 771	65 964	72 560	1 319

**d) SALARY STRUCTURE 2003-2004, 40 HOURS/WEEK**

Grade	PTS	%	MINIMUM (\$)	STANDARD (\$)	MAXIMUM (\$)	PDR (2%)
1	92-108	90	25 995	28 884	31 772	578
2	109-127	89	27 369	30 752	33 827	615
3	128-147	88	28 795	32 721	35 994	654
4	148-177	86	30 070	34 965	38 462	699
5	178-209	85	32 426	38 148	41 963	763
6	210-244	84	34 977	41640	45 804	833
7	245-286	83	37 798	45 540	50 094	911
8	287-335	81	40 631	50 161	55 178	1 003
9	336-399	80	44 812	56 015	61 617	1 120
10	400-459	80	50 074	62 592	68 852	1 252
11	460-540	80	56 289	70 361	77 397	1 407

## **ARTICLE 43 - GROUP INSURANCE**

### **Definitions**

Total disability: An employee is considered to be totally disabled when suffering from a total and uninterrupted disability attributable to an injury, sickness, complication resulting from pregnancy, or a mental condition. The employee is unable to perform the duties of the usual position for the duration of the maximum number of sick leave days. Subsequently, the conditions established by the insurance provider in the article on extended long-term disability apply.

Partial Disability: An employee is considered to be totally disabled when suffering from a total and uninterrupted disability attributable to an injury, sickness, complication resulting from pregnancy, or mental condition. The employee is unable to perform the duties of the usual position for the duration of the maximum number of sick leave days. However, with the University's approval, the employee may perform a portion of the usual duties of the position or another position with similar duties. The salary received for the duties performed shall be at least 30% less than their regular salary. An employee cannot be partially disabled before having met the definition of total disability.

### **Eligibility for Group Insurance**

- 43.1 Unless otherwise provided for by the Agreement or insurance plan in effect, all regular employees covered by the Agreement are eligible for group insurance from the starting date in a regular position.
- 43.2 Term employees shall be eligible for certain group insurance coverage when they have accumulated one (1) year of continuous service, as provided in the following articles.
- 43.3 When an employee reaches 65 years of age and is still working and holding a regular position, the group insurance as provided for in Article 43.24 shall end. All other group insurance benefits are maintained, without limitation until the age of 71, in accordance with the conditions that apply to all other employees.
- 43.4 Upon the death of an active employee, access to group insurance continue for one (1) year for the employee's spouse and dependents, unless otherwise indicated in the insurance contract.

### **Group Insurance**

- 43.5 For group insurance, the University pays the premium for benefits, shares the premium costs or does not pay the premium costs, depending on the provisions of each insurance plan listed in this article.
- 43.6 The University provides the Bargaining Unit with a copy of the insurance contracts in force, as well as the related amendments, as changes are made.
- 43.7 The terms and conditions governing the group insurance contracts listed below shall remain as they were when the Union's bargaining certificate was issued, except when parties negotiate different terms and conditions.
  - Basic Employee Life Insurance
  - Basic Dependent Life Insurance
  - Extended Health Insurance Plan
  - Basic Dental Insurance
  - Optional Dental Insurance
  - Optional Private or Semi-Private Hospital Room Coverage

- Optional Accidental Death and Dismemberment Insurance
- Basic Long-Term Disability Program
- Optional Supplemental Long-Term Disability
- Health Care Spending Account

### **Basic Employee Life Insurance**

43.8 Regular employees will participate in a basic life insurance plan for which the University pays 100 percent of the monthly premiums for the first \$25,000 of coverage.

### **Basic Dependent Life Insurance**

43.9 The employee will pay one hundred percent (100%) of the monthly premiums and a mandatory dependant life insurance will be included.

### **Optional Life Insurance for Employees, Spouse and/or Eligible Dependents**

43.10 Regular employees can participate in optional life insurance plans for either employee or spousal coverage. Such plans are based on the insurance provider's conditions and the employee will pay the required premium for the policy. The University agrees to continue the current practice with regard to the payment of insurance policy premiums. Optional dependent life insurance will be added under the same terms as the optional life insurance for the employee and their spouse.

### **Extended Health Insurance Plan**

43.11 Regular employees will participate in an extended health insurance plan. Extended Health Care (EHC) premium costs are shared between the employee and the employer. The employer pays 92% of the premium and the employee pays 8%.

### **Basic Dental Insurance**

43.12 Regular employees will participate in a basic dental insurance plan, the monthly premiums for which are paid in full, one hundred percent (100%), by the University. The University agrees to continue the current practice with regard to the payment of insurance policy premiums.

43.13 Reimbursement of dental expenses will be based on the Ontario Dental Association fee guide for general practitioners for the year prior to the current year and on the least expensive treatment that will yield professionally adequate results.

### **Optional Dental Insurance**

43.14 Regular employees can participate in an optional dental insurance plan in accordance with the provider's conditions and shall pay the required premium for the policy. The University agrees to continue the current practice with regard to the payment of insurance policy premiums.

43.15 Reimbursement of dental expenses will be based on the Ontario Dental Association fee guide for general practitioners for the year prior to the current year and on the least expensive treatment that will yield professionally adequate results.

### **Optional Hospital Room Coverage**

43.16 Regular employees can participate in an optional hospital room coverage in accordance with the provider's conditions and will pay the required premium for the policy. The University agrees to continue the current practice with regard to the payment of insurance policy premiums.



**Optional Accidental Death and Dismemberment Insurance**

- 43.17 Regular employees can participate in an optional accidental death and dismemberment insurance plan in accordance with the provider's conditions and will pay the required premium for the policy. The University agrees to continue the current practice with regard to the payment of insurance policy premiums.

**Long Term Disability Program**

- 43.18 Only regular employees who have completed their probationary period will participate in a long term disability program. The disability plan is basic plan requiring monthly premiums based upon sixty percent (60%) of the employees' regular base salary with the option to participate in an optional long term disability program to increase the percentage of the monthly premiums as provided for in the Insurance contract. The University pays 100 percent of the monthly premiums for the basic plan and the employee will pay the required premium for the optional long-term disability program.

**Optional Long-Term Disability**

- 43.19 An employee will have an option to secure additional coverage, at their or her expense, as provided in the Insurance contract.

**Health Care Spending Account**

- 43.20 \* Employees shall have an annual Health Care Spending Account for their usage, in accordance with specific guidelines stipulated by CRA and the Insurance contract.
- 43.21 When an employee is on sick leave for a sufficient length of time to foresee that they may need to avail themselves of long-term disability insurance, the Human Resources Service takes the necessary steps to notify the employee of the actions that they will need to take to apply for benefits from the insurance provider.
- 43.22 The parties acknowledge that when an insurance provider determines an employee's eligibility for long term disability benefits, this decision cannot be subject to a grievance under the Agreement.
- 43.23 An employee is considered to be disabled when they are eligible for long term disability benefits. The period of the employee's disability is considered to be continuous, notwithstanding the return to their full-time duties, provided that their return to work does not exceed one hundred and eighty (180) consecutive calendar days.
- 43.24 An employee on disability does not accumulate annual leave. Any period during which an employee is on disability shall be considered, for pension plan purposes, to be a period of full-time employment at the University. When an employee is on disability during a given fiscal year, the employee's base salary may increase the following May 1st, for a cost-of-living adjustment only. Prior to April 30, 2010, the amount granted for seniority for the fiscal year shall be based on the overall portion of normal workload performed by the employee when they worked at the University during the year in question. If the employee has completed six (6) consecutive months of the fiscal year with their normal workload, they will move up to the next level of their salary class. An employee is not eligible for any leave while they are on long-term disability.
- 43.25 An employee shall have no workload obligations while they are on total disability and shall not receive work-related compensation. Access to benefits included in the group insurance plan in which the employee was participating shall be maintained as if they were not on disability, but the employee does not make any contributions.

- 43.26 When the employee's total disability ends and they resume all or a portion of their workload, the remuneration granted by the University shall be based on the base salary determined pursuant to 43.24.
- 43.27 Subject to the approval of the Dean or Director, an employee can undertake a portion of their workload as per their doctor's opinion, giving due regard to the employee's medical condition. Such approval is not refused without valid reason. Disability benefits and pay shall be determined on the basis of the disability and the amount of time worked. Benefits granted to the employee shall be maintained as if the employee was not on disability. Contributions shall be determined on the basis of the usual formula and rate, but according to the work pay. An employee is entitled to sick leave pursuant to the provisions of the Agreement, provided that the condition requiring sick leave is different from the condition that caused the long-term disability. When an employee is on sick leave, disability benefits and pay shall be determined according to a formula established by the parties every from time to time.
- 43.28 \* At least six (6) months before the expiry of the collective agreement, the parties agree to obtain an external report on the benefit plans, with a methodology and scope consistent with best industry practice for the purpose of sustainability at a reasonable cost to both parties. The consultant, methodology, cost sharing and scope will be agreed to by the parties.
- 43.29 \* On an annual basis the University will consult with the Bargaining Unit regarding the financial status of the various components of the employees' benefit plans. All pertinent data, while respecting confidentiality, will be shared with the Bargaining Unit.

## ARTICLE 44 - SALARIES

- 44.1 Method of remuneration: The University shall pay each member through a direct deposit into the employee's bank account at a Canadian financial institution chosen by the employee.
- 44.2 The results of any calculation made under this article shall be rounded to the nearest dollar.
- 44.3 An employee's remuneration must not be changed, except in accordance with the provisions of the Agreement or as agreed upon between the parties.
- 44.4 Increases for employees whose work schedule is other than thirty-five (35) hours per week are calculated based on the number of hours worked over the one thousand eight hundred and twenty (1,820) regular hours which represents one (1) full-time equivalent (FTE).
- 44.5 Employees who are not at the maximum of their salary scale will move up one step on the salary class provided that they have worked the entire fiscal year prior to May 1, subject to compliance with Article 44.8. For employees who were not employed at the University during the entire fiscal year prior to May 1 or who were on unpaid leave during this period, the following conditions shall apply:
- i) If they have completed six (6) or more months of uninterrupted service during this period, they will move up one step on the salary class;
  - ii) For less than six (6) months, no step movement shall be granted.
- 44.6
- 44.6.1 All employees who have worked between May 1, 2022, and the date of ratification of the Agreement shall receive a retroactive remuneration on the basis of the number of hours worked based on the following salary adjustments, in chronological order.
- 44.6.2 \* Notwithstanding 44.6.1, the University will adjust the wage of an employee on Long Term Disability to reflect the salary the member would have received as of the date of disability. The University shall ensure notification of any such adjustments to the Long-Term Disability provider for any required adjustment and associated retroactivity to the members benefits. Any subsequent economic increase to the LTD benefits will be based on the contract between the University and the Insurance Company and not the negotiated economic increases in the Agreement.
- 44.6.3 On May 1, 2022, a 3.5 % adjustment of the salary scale for all grades; this is the first step for the calculation of salary increases but does not affect individual salaries; the second step is an adjustment of 3.5 % for individuals, up to a new maximum of their salary class.
- 44.6.4 For employees whose salaries are higher than the maximum of their new salary scale: 1.75% adjustment of the salary.
- 44.6.5 On May 1, 2023, a 3 % adjustment of the salary scale for all grades; this is the first step for the calculation of salary increases but does not affect individual salaries; the second step is an adjustment of 3 % for individuals, up to the new maximum of their salary class.
- 44.6.6 For employees whose salaries are higher than the maximum of their new salary scale: 1.5% adjustment of the salary.
- 44.6.7 On May 1, 2024, a 2.5 % adjustment of the salary scale for all grades; this is the first step for the calculation of salary increases but does not affect individual salaries; the second step is an adjustment 2.5 % for individuals, up to the new maximum of their salary class.

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- 44.6.8 \* For employees whose salaries are higher than the maximum of their new salary scale: 1.25% adjustment of the salary.
- 44.7 All members who have retired between May 1, 2022 and July 26, 2022 inclusively shall have their retirement benefits adjusted accordingly in a timely manner as soon as possible.
- 44.8 Any general salary adjustment made on May 1 that normally gives entitlement to a step increase to an employee shall be granted unless the University can demonstrate that it has just cause for not doing so. If the University decides not to grant the increase, it shall notify the employee in writing with the reasons for its decision. A copy shall be sent to the Bargaining Unit.
- 44.9 \* Salary grids for May 1, 2022, May 1, 2023, May 1, 2024, can be found in Appendix C of the Agreement.

**ARTICLE 45 - CAREER DEVELOPMENT FUND**

- 45.1 A career development fund exists to reimburse expenses incurred by members of the support staff for University career development classes/ activities, thereby providing opportunities for career advancement and encouraging staff members to obtain additional education and qualifications that will further their career within the University.

Effective May 1, 2020, in addition to the provisions of this Article, employees may submit expenses for courses/activities related to maintaining or improving their qualifications or work experience in their current position.

- 45.2 Up to \$50,000 annually shall be available for employees in accordance with the same terms and guidelines that existed when the Union's bargaining certificate was issued. At the request of the Bargaining Unit, a report on the use and status of the fund will be provided.

**ARTICLE 46 - RECOVERY OF MONIES**

- 46.1 In the event of a payroll error where an employee was overpaid, the University shall notify the employee as soon as possible. Unless an agreement has been reached with the employee and the University, Human Resources Sector within thirty (30) calendar days of the overpayment, the University shall subtract the moneys owed up to a maximum of 15% of the gross pay, starting with the first paycheque that follows, until the overpayment is paid back.
- 46.2 In the event of an error in an employee's pay for which the University is responsible, the employee shall be promptly reimbursed and notified of the corrected error.
- 46.3 In the event of termination of employment or other similar cases, the University can take the amount of overpayment from the moneys owed to the employee at the time of their last pay.
- 46.4 The maximum duration of a reimbursement agreement with an employee is twelve (12) months of payment. At the end of this period, the amounts must be recovered.
- 46.5 The University can only recover the money that have been overpaid during the twelve (12) months prior to the notification of the error to the employee.

**ARTICLE 47 - PUBLICATION OF AGREEMENT**

- 47.1 Within sixty (60) calendar days of ratification of the Agreement by the parties, the University shall send the Bargaining Unit an electronic copy of the text of the ratified Agreement for review.
- 47.2 Once the wording has been approved by the Bargaining Unit, it shall be submitted for translation into the other language and returned to the Bargaining Unit within sixty (60) calendar days.
- 47.3 Once the bilingual text has been completed and approved by the parties, the University sends the Bargaining Unit an electronic copy of the agreement, within fifteen (15) calendar days, in a format agreed upon by the parties. An electronic copy of the Agreement shall be posted on the Human Resources Service website.
- 47.4 The University will provide a paper copy of the current Agreement to new employees at the time of hiring, if the employee so wishes.
- 47.5 Printing and photocopying costs associated with the Bargaining Unit agreement shall be equally divided between the parties. The University shall bear all other printing costs. The parties agree on the composition and presentation of the agreement before it is printed.

**ARTICLE 48 - TERMS OF AGREEMENT**

- 48.1 Once signed by the authorized party representatives, the Agreement shall be in effect until April 30, 2025, unless otherwise provided for in the Agreement. It shall come into effect upon ratification by the parties.
- 48.2 The parties agree to renegotiate any part of this agreement, which is invalidated by, or is in conflict with, any judicial decision or legislation.
- 48.3 If the parties have not ratified a new agreement on or before April 30, 2025, then all provisions of the Agreement shall continue in force until the ratification of a new agreement.
- 48.4 The parties agree that the whole of the Agreement or a portion thereof, shall be extended even after its expiration, for a maximum of one (1) year while they negotiate its renewal, with or without amendments, or endeavour to enter into a new agreement. Each party may end the extension by giving thirty (30) calendar days of notice to the other party.
- 48.5 Either party to an agreement may, within ninety (90) calendar days preceding the date of expiration, notify the other party in writing of their intention to negotiate the renewal, with or without amendments, or enter into a new agreement.



**ARTICLE 49 - PROFESSIONAL ASSOCIATION MEMBERSHIP FEES**

- 49.1 Membership fees of regular employees to a recognized professional association shall be reimbursed by the University provided that such membership is a requirement of the position, as indicated in the job description.
- 49.2 Payment of membership fees is limited to one association per employee per fiscal year.
- 49.3 Reimbursement is made to the employee who holds the recognized professional designation. No payment will be made directly to a professional association.

**ARTICLE 50 - JOB DESCRIPTIONS**

- 50.1 \* The University and the Bargaining Unit acknowledge that the assignment of work and job duties to the employees is a management right. Every employee shall have an evaluated job description and it:
- a) Shall reflect the typical responsibilities and requirements of the job;
  - b) Shall be given to the employee upon hiring and be available at all times;
  - c) Shall be reviewed by the manager in consultation with the employee during the annual performance appraisal (in accordance with Article 17.1) and shall be updated at least every three (3) years.
- 50.2 \* In the event that the discussion between the manager and employee in article 50.1 c) leads to a revised job description, a copy of the amended job description shall be provided to the employee electronically including any additions, deletions, modifications, substitutions, and amendments within the following forty-five (45) calendar days.
- 50.3 \* Where there are significant changes to a job description signed by the employee, the employee's supervisor, the Dean or the Director or their delegate, the submission of this job description to the job evaluation committee will not be unreasonably withheld or delayed by a Faculty or Service. The decision as to whether or not an updated job description requires evaluation due to significant changes shall be made by the Joint Job Evaluation Committee Co-Presidents.
- 50.4 \* If applicable, retroactivity shall be calculated to the effective date indicated on the signed job description.

IN WITNESS WHEREOF, the Parties have set their hands in the City of Ottawa, on the  
2/13/2023

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*Jennifer Doyle*

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Jennifer Doyle  
Vice-President, Finance and Administration, UO

*Marcelle Desmornes*

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Marcelle Desmornes  
President, SSUO

*Angie Tinor*

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Angie Tinor  
Associate Vice-President, Human Resources, UO

*Karine Coen*

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Karine Coen  
Chief Negotiator and Grievance officer, SSUO

*Kristie Faasen*

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Kristie Faasen  
Director, Labour and Employee Relations, UO

*Alp Oran*

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Alp Oran  
Health and Safety Officer, SSUO

*Mathieu Hudon*

---

Mathieu Hudon  
Senior Advisor, Labour and Employee Relations, UO

*Zacharie Cadieux*

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Zacharie Cadieux  
Executive Officer, SSUO

*Sylvain Lalonde*

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Sylvain Lalonde  
Coordinator, Labour and Employee Relations, UO

*Patrick Genest*

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Patrick Genest  
Director, Food Services, UO

*Yolette Assad*

---

Yolette Assad  
Treasurer, SSUO

*Lynn Rivard*

---

Lynn Rivard  
Chief Administrative Officer, UO

*Daniel Legault*

---

Daniel Legault,  
Chief Administrative Officer, UO

**CONFIDENTIAL - Medical Certificate**

EMPLOYEE NUMBER			
EMPLOYEE NAME		TELEPHONE NUMBER	DATE OF BIRTH
FACULTY / SERVICE		SUPERVISOR	YEAR MONTH DAY
1	Is the disability due to sickness or an injury arising from the patient's work? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> UNKNOWN		
	If disability is from accident at work when did the symptoms first appear? YEAR MONTH DAY		
2	Date of the first visit for present period of illness: YEAR MONTH DAY	Next date of follow up visit if applicable: YEAR MONTH DAY	
	Has the patient had the same condition in the last 30 days? <input type="radio"/> YES <input type="radio"/> NO		
3	To the best of your knowledge, the patient was/is totally disabled (unable to perform any type of work and pursue studies) from YEAR MONTH DAY to YEAR MONTH DAY		
4	Admission to hospital (if applicable): YEAR MONTH DAY	Discharge from hospital (if applicable): YEAR MONTH DAY	
5	Is this a complication related to pregnancy? <input type="radio"/> YES <input type="radio"/> NO	What is or was the expected date of delivery? YEAR MONTH DAY	
	Details:		
6	To the best of your knowledge, this patient will be able to return to work on YEAR MONTH DAY <input type="radio"/> FULL TIME <input type="radio"/> PART-TIME		

Continue on page 2

**Human Resources — Health and Wellness**

550 Cumberland Street, Room 017, Ottawa (Ontario), Canada, K1N 6N5  
 Telephone Number: 613-562-5800 ext. 1473 • Fax Number: 613-562-5120

[virtuo.uottawa.ca/en/human-resources/health-wellness](http://virtuo.uottawa.ca/en/human-resources/health-wellness)



**CONFIDENTIAL**

The University of Ottawa offers a transitional work program to accommodate employees who require modified duties and/or work hours. What are the patient's current functional limitations that would affect the patient's ability to work?

**LIGHT**

Can probably perform the duties of the position, but performance is slightly affected, mild deficit and minimal symptoms.

**MODERATE**

Requires moderate support or few accommodations to perform the duties of the position.

**SEVERE**

Significant inability to perform the duties of the position, e.g., unable to perform certain tasks.

**PHYSICAL FUNCTIONAL LIMITATIONS**

**Walking**  NO LIMITATIONS \_\_\_\_\_ m

**Standing**  NO LIMITATIONS \_\_\_\_\_ min

**Sitting**  NO LIMITATIONS \_\_\_\_\_ min

**Lifting**  NO LIMITATIONS \_\_\_\_\_ kg

**Pushing / pulling**  NO LIMITATIONS \_\_\_\_\_ kg

**Stair climbing**  NO LIMITATIONS \_\_\_\_\_ steps

**Other (Specify) :** \_\_\_\_\_

**COGNITIVE FUNCTIONAL LIMITATIONS**

**Supervision of others**  LIGHT  MODERATE  SEVERE

**Concentration**  LIGHT  MODERATE  SEVERE

**Memory**  LIGHT  MODERATE  SEVERE

**Responsibility and accountability**  LIGHT  MODERATE  SEVERE

**Thinking and reasoning**  LIGHT  MODERATE  SEVERE

**Deadline pressures**  LIGHT  MODERATE  SEVERE

**Other (Specify) :** \_\_\_\_\_

Is there a treatment plan in place to address these limitations?

YES  NO

If NO, please explain.

The above functional limitations will be in place until:

YEAR MONTH DAY

Comments:

NAME OF HEALTH CARE PROVIDER

ADDRESS

SIGNATURE (HEALTH CARE PROVIDER)

DATE

YEAR MONTH DAY

By submitting this form to Health & Wellness, the employee certifies that the above statements are true and consents to the collection, use or disclosure of this information by the Health & Wellness Sector of the University of Ottawa for the purpose of accommodation & sick leave.

Employee Initials \_\_\_\_\_

**Human Resources — Health and Wellness**

550 Cumberland Street, Room 017, Ottawa (Ontario), Canada, K1N 6N5

Telephone Number: 613-562-5800 ext. 1473 • Fax Number: 613-562-5120

[virtuo.uottawa.ca/en/human-resources/health-wellness](http://virtuo.uottawa.ca/en/human-resources/health-wellness)



uOttawa

**APPENDIX B****CERTIFICATION UNIT**

The Parties agrees to not translate or correct the original text of the definition of the Certification Unit in French.

The employees covered by accreditation certificate 3 629-06er are as follows: "All employees of the University of Ottawa in the City of Ottawa in salary classes 11 or less, save and except persons exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of subsection 1(3)(b) of the Act, including but not limited to, all personnel in the office of the President, Vice-Presidents, Associate Vice-Presidents, the secretary of the University, the legal counsel, all personnel in the Human Resources Service, Financial Planning Service, Institutional Research Planning Office, and the Internal Audit Office, the personal secretary of the Director of finance; security guards; employees in bargaining units for which any trade union held bargaining rights under the act as of February 20, 2007; academic staff including faculty and any other employee in respect of work performed teaching courses for credit or non-credit; teaching assistants, research assistants, tutors, correctors, post- doctoral fellows and research associates; students; physicians employed in a professional capacity; employees employed pursuant to a written individual contract of employment for a limited term of twelve (12) consecutive months or less who have not accumulated more than 12 months of continuous service; employees hired by the University under a definite term contract paid by a research grant or research contract; and employees regularly employed for not more than 24 hours per week and employees represented by the Professional Institute of the Public Service of Canada, as set out in any certificate issued by the Ontario Labour Relations Board.

Effective on ratification on November 16, 2020, employees employed pursuant to a written individual contract of employment for a limited term of twelve (12) consecutive months or less who have not accumulated more than 12 months of continuous service are included in the Bargaining Unit.

**APPENDIX C**

SSUO Salary Scale 2022-2023 (1820 hrs) - May 2022 (+ 3.5%)												
	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12
Grade												
1	36,658	37,539	38,424	39,305	40,188	41,073	41,955	42,840	43,723	-	-	-
2	39,026	39,967	40,906	41,846	42,786	43,728	44,669	45,608	46,549	-	-	-
3	41,522	42,525	43,524	44,525	45,527	46,527	47,527	48,528	49,530	-	-	-
4	44,156	45,219	46,282	47,345	48,410	49,474	50,539	51,606	52,668	-	-	-
5	45,269	46,350	47,433	48,513	49,596	50,681	51,762	52,850	53,932	55,009	56,093	57,179
6	49,167	50,342	51,517	52,692	53,871	55,046	56,219	57,399	58,575	59,751	60,926	62,104
7	53,636	54,918	56,203	57,485	58,767	60,052	61,334	62,619	63,901	65,183	66,470	67,750
8	58,932	60,342	61,752	63,161	64,573	65,981	67,391	68,802	70,212	71,621	73,033	74,439
9	65,809	67,382	68,958	70,534	72,105	73,682	75,254	76,829	78,406	79,979	81,554	83,129
10	73,537	75,296	77,058	78,817	80,575	82,334	84,093	85,852	87,611	89,370	91,131	92,891
11	82,663	84,643	86,618	88,596	90,575	92,552	94,528	96,508	98,484	100,460	102,441	104,417
SSUO Salary Scale 2022-2023 (1885 hrs) - May 2022 (+ 3.5%)												
	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12
Grade												
1	37,967	38,880	39,796	40,709	41,623	42,540	43,453	44,370	45,285	-	-	-
2	40,420	41,394	42,367	43,341	44,314	45,290	46,264	47,237	48,211	-	-	-
3	43,005	44,044	45,078	46,115	47,153	48,189	49,224	50,261	51,299	-	-	-
4	45,733	46,834	47,935	49,036	50,139	51,241	52,344	53,449	54,549	-	-	-
5	46,886	48,005	49,127	50,246	51,367	52,491	53,611	54,738	55,858	56,974	58,096	59,221
6	50,923	52,140	53,357	54,574	55,795	57,012	58,227	59,449	60,667	61,885	63,102	64,322
7	55,552	56,879	58,210	59,538	60,866	62,197	63,525	64,855	66,183	67,511	68,844	70,170
8	61,037	62,497	63,957	65,417	66,879	68,337	69,798	71,259	72,720	74,179	75,641	77,098
9	68,159	69,789	71,421	73,053	74,680	76,314	77,942	79,573	81,206	82,835	84,467	86,098
10	76,163	77,985	79,810	81,632	83,453	85,275	87,096	88,918	90,740	92,562	94,386	96,209
11	85,615	87,666	89,712	91,760	93,810	95,857	97,904	99,955	102,001	104,048	106,100	108,146
SSUO Salary Scale 2022-2023 (1950 hrs) - May 2022 (+ 3.5%)												
	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12
Grade												
1	39,276	40,220	41,169	42,113	43,059	44,007	44,952	45,900	46,846	-	-	-
2	41,814	42,822	43,828	44,835	45,842	46,851	47,860	48,866	49,874	-	-	-
3	44,488	45,563	46,633	47,705	48,779	49,850	50,922	51,994	53,068	-	-	-
4	47,310	48,449	49,588	50,727	51,868	53,008	54,149	55,292	56,430	-	-	-
5	48,503	49,661	50,821	51,978	53,139	54,301	55,459	56,625	57,784	58,938	60,100	61,263
6	52,679	53,938	55,197	56,456	57,719	58,978	60,235	61,499	62,759	64,019	65,278	66,540
7	57,467	58,841	60,218	61,591	62,965	64,341	65,715	67,092	68,465	69,839	71,218	72,589
8	63,141	64,652	66,163	67,673	69,185	70,694	72,205	73,716	75,227	76,737	78,250	79,756
9	70,510	72,195	73,884	75,572	77,255	78,945	80,629	82,317	84,006	85,692	87,379	89,067
10	78,790	80,674	82,562	84,447	86,330	88,215	90,100	91,984	93,869	95,754	97,640	99,526
11	88,568	90,689	92,805	94,924	97,045	99,163	101,280	103,401	105,519	107,636	109,758	111,875
SSUO Salary Scale 2022-2023 (2080 hrs) - May 2022 (+ 3.5%)												
	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12
Grade												
1	41,895	42,902	43,913	44,920	45,929	46,941	47,949	48,960	49,969	-	-	-
2	44,601	45,677	46,750	47,824	48,898	49,975	51,050	52,123	53,199	-	-	-
3	47,454	48,600	49,742	50,886	52,031	53,174	54,317	55,461	56,606	-	-	-
4	50,464	51,679	52,894	54,109	55,326	56,542	57,759	58,978	60,192	-	-	-
5	51,736	52,971	54,209	55,443	56,681	57,921	59,157	60,400	61,637	62,867	64,106	65,347
6	56,191	57,534	58,877	60,219	61,567	62,910	64,250	65,599	66,943	68,287	69,630	70,976
7	61,298	62,763	64,232	65,697	67,162	68,631	70,096	71,565	73,030	74,495	75,966	77,429
8	67,351	68,962	70,574	72,184	73,798	75,407	77,018	78,631	80,242	81,853	83,466	85,073
9	75,210	77,008	78,809	80,610	82,406	84,208	86,005	87,805	89,607	91,405	93,205	95,005
10	84,042	86,053	88,066	90,077	92,086	94,096	96,106	98,117	100,127	102,137	104,150	106,161
11	94,472	96,735	98,992	101,253	103,514	105,774	108,032	110,295	112,553	114,811	117,075	119,334



SSUO Salary Scale 2023-2024 (1820 hrs) - May 2023 (+ 3.0%)												
	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12
Grade												
1	37,758	38,665	39,577	40,484	41,394	42,305	43,214	44,125	45,035	-	-	-
2	40,197	41,166	42,133	43,101	44,070	45,040	46,009	46,976	47,945	-	-	-
3	42,768	43,801	44,830	45,861	46,893	47,923	48,953	49,984	51,016	-	-	-
4	45,481	46,576	47,670	48,765	49,862	50,958	52,055	53,154	54,248	-	-	-
5	46,627	47,741	48,856	49,968	51,084	52,201	53,315	54,436	55,550	56,659	57,776	58,894
6	50,642	51,852	53,063	54,273	55,487	56,697	57,906	59,121	60,332	61,544	62,754	63,967
7	55,245	56,566	57,889	59,210	60,530	61,854	63,174	64,498	65,818	67,138	68,464	69,783
8	60,700	62,152	63,605	65,056	66,510	67,960	69,413	70,866	72,318	73,770	75,224	76,672
9	67,783	69,403	71,027	72,650	74,268	75,892	77,512	79,134	80,758	82,378	84,001	85,623
10	75,743	77,555	79,370	81,182	82,992	84,804	86,616	88,428	90,239	92,051	93,865	95,678
11	85,143	87,182	89,217	91,254	93,292	95,329	97,364	99,403	101,439	103,474	105,514	107,550
SSUO Salary Scale 2023-2024 (1885 hrs) - May 2023 (+ 3.0%)												
	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12
Grade												
1	39,107	40,046	40,990	41,930	42,872	43,816	44,757	45,701	46,643	-	-	-
2	41,633	42,636	43,638	44,640	45,644	46,649	47,652	48,654	49,657	-	-	-
3	44,295	45,365	46,431	47,499	48,568	49,635	50,701	51,769	52,838	-	-	-
4	47,105	48,239	49,373	50,507	51,643	52,778	53,914	55,052	56,185	-	-	-
5	48,292	49,446	50,601	51,753	52,908	54,065	55,219	56,380	57,534	58,683	59,839	60,997
6	52,451	53,704	54,958	56,211	57,469	58,722	59,974	61,232	62,487	63,742	64,995	66,252
7	57,218	58,586	59,956	61,325	62,692	64,063	65,430	66,802	68,169	69,536	70,909	72,275
8	62,868	64,372	65,877	67,379	68,885	70,387	71,892	73,397	74,901	76,405	77,911	79,410
9	70,204	71,882	73,564	75,245	76,920	78,602	80,280	81,960	83,642	85,320	87,001	88,681
10	78,448	80,325	82,205	84,081	85,956	87,833	89,709	91,586	93,462	95,339	97,217	99,095
11	88,184	90,296	92,403	94,513	96,624	98,734	100,841	102,953	105,062	107,170	109,282	111,391
SSUO Salary Scale 2023-2024 (1950 hrs) - May 2023 (+ 3.0%)												
	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12
Grade												
1	40,455	41,427	42,404	43,376	44,351	45,327	46,301	47,277	48,252	-	-	-
2	43,068	44,106	45,143	46,180	47,218	48,257	49,295	50,331	51,370	-	-	-
3	45,823	46,930	48,032	49,137	50,243	51,346	52,450	53,554	54,660	-	-	-
4	48,730	49,903	51,075	52,248	53,424	54,598	55,773	56,951	58,123	-	-	-
5	49,958	51,151	52,346	53,537	54,733	55,930	57,123	58,324	59,518	60,706	61,903	63,101
6	54,259	55,556	56,853	58,150	59,450	60,747	62,042	63,344	64,641	65,940	67,236	68,536
7	59,191	60,606	62,024	63,439	64,854	66,272	67,686	69,105	70,519	71,934	73,354	74,768
8	65,036	66,591	68,148	69,703	71,261	72,814	74,371	75,928	77,484	79,039	80,597	82,149
9	72,625	74,360	76,100	77,839	79,573	81,313	83,049	84,786	86,526	88,262	90,001	91,739
10	81,153	83,095	85,039	86,981	88,920	90,861	92,803	94,744	96,685	98,626	100,570	102,512
11	91,225	93,409	95,590	97,772	99,956	102,138	104,319	106,503	108,685	110,865	113,051	115,232
SSUO Salary Scale 2023-2024 (2080 hrs) - May 2023 (+ 3.0%)												
	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12
Grade												
1	43,152	44,189	45,231	46,267	47,307	48,349	49,387	50,429	51,469	-	-	-
2	45,939	47,047	48,152	49,258	50,366	51,474	52,582	53,687	54,794	-	-	-
3	48,878	50,058	51,234	52,413	53,592	54,769	55,946	57,125	58,304	-	-	-
4	51,978	53,230	54,480	55,731	56,985	58,238	59,491	60,747	61,998	-	-	-
5	53,288	54,561	55,835	57,106	58,382	59,658	60,931	62,213	63,486	64,753	66,030	67,307
6	57,877	59,259	60,643	62,026	63,414	64,797	66,178	67,567	68,951	70,336	71,719	73,105
7	63,137	64,647	66,159	67,669	69,177	70,690	72,199	73,712	75,221	76,729	78,245	79,752
8	69,371	71,031	72,691	74,350	76,011	77,669	79,329	80,990	82,649	84,309	85,970	87,625
9	77,466	79,318	81,174	83,029	84,878	86,734	88,585	90,439	92,295	94,146	96,001	97,855
10	86,563	88,634	90,709	92,779	94,848	96,919	98,990	101,061	103,130	105,201	107,274	109,346
11	97,306	99,637	101,962	104,290	106,619	108,947	111,273	113,603	115,930	118,256	120,587	122,914

SSUO Salary Scale 2024-2025 (1820 hrs) - May 2024 (+ 2.5%)												
	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12
Grade												
1	38,702	39,632	40,566	41,496	42,429	43,363	44,294	45,228	46,161	-	-	-
2	41,202	42,195	43,186	44,179	45,172	46,166	47,159	48,150	49,144	-	-	-
3	43,837	44,896	45,951	47,008	48,065	49,121	50,177	51,234	52,291	-	-	-
4	46,618	47,740	48,862	49,984	51,109	52,232	53,356	54,483	55,604	-	-	-
5	47,793	48,935	50,077	51,217	52,361	53,506	54,648	55,797	56,939	58,075	59,220	60,366
6	51,908	53,148	54,390	55,630	56,874	58,114	59,354	60,599	61,840	63,083	64,323	65,566
7	56,626	57,980	59,336	60,690	62,043	63,400	64,753	66,110	67,463	68,816	70,176	71,528
8	62,218	63,706	65,195	66,682	68,173	69,659	71,148	72,638	74,126	75,614	77,105	78,589
9	69,478	71,138	72,803	74,466	76,125	77,789	79,450	81,112	82,777	84,437	86,101	87,764
10	77,637	79,494	81,354	83,212	85,067	86,924	88,781	90,639	92,495	94,352	96,212	98,070
11	87,272	89,362	91,447	93,535	95,624	97,712	99,798	101,888	103,975	106,061	108,152	110,239
SSUO Salary Scale 2024-2025 (1885 hrs) - May 2024 (+ 2.5%)												
	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12
Grade												
1	40,084	41,047	42,015	42,978	43,944	44,912	45,876	46,843	47,810	-	-	-
2	42,674	43,702	44,728	45,757	46,785	47,815	48,843	49,870	50,899	-	-	-
3	45,403	46,499	47,592	48,687	49,782	50,875	51,969	53,064	54,159	-	-	-
4	48,283	49,445	50,607	51,769	52,934	54,097	55,262	56,429	57,590	-	-	-
5	49,500	50,683	51,865	53,046	54,231	55,417	56,600	57,790	58,973	60,149	61,335	62,522
6	53,762	55,046	56,333	57,617	58,905	60,190	61,474	62,763	64,049	65,336	66,620	67,908
7	58,648	60,051	61,455	62,858	64,259	65,664	67,066	68,471	69,872	71,274	72,682	74,083
8	64,440	65,981	67,523	69,064	70,608	72,147	73,689	75,232	76,773	78,315	79,859	81,396
9	71,959	73,679	75,403	77,126	78,844	80,567	82,288	84,009	85,733	87,453	89,176	90,898
10	80,410	82,333	84,260	86,184	88,105	90,028	91,952	93,876	95,798	97,722	99,648	101,573
11	90,389	92,554	94,713	96,876	99,039	101,202	103,362	105,527	107,688	109,849	112,015	114,176
SSUO Salary Scale 2024-2025 (1950 hrs) - May 2024 (+ 2.5%)												
	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12
Grade												
1	41,466	42,463	43,464	44,460	45,460	46,460	47,458	48,459	49,458	-	-	-
2	44,145	45,209	46,271	47,335	48,399	49,464	50,528	51,589	52,654	-	-	-
3	46,968	48,103	49,233	50,366	51,498	52,630	53,761	54,894	56,026	-	-	-
4	49,948	51,150	52,352	53,554	54,760	55,963	57,167	58,375	59,576	-	-	-
5	51,207	52,430	53,654	54,875	56,101	57,328	58,551	59,783	61,006	62,223	63,450	64,678
6	55,616	56,944	58,275	59,604	60,936	62,265	63,594	64,928	66,257	67,589	68,918	70,249
7	60,671	62,121	63,574	65,025	66,475	67,929	69,378	70,832	72,282	73,731	75,189	76,637
8	66,662	68,256	69,852	71,445	73,043	74,635	76,230	77,826	79,421	81,015	82,613	84,203
9	74,441	76,219	78,003	79,785	81,563	83,345	85,125	86,906	88,690	90,468	92,251	94,033
10	83,183	85,172	87,165	89,156	91,143	93,133	95,123	97,113	99,102	101,091	103,084	105,075
11	93,506	95,745	97,979	100,216	102,454	104,691	106,926	109,166	111,402	113,637	115,877	118,113
SSUO Salary Scale 2024-2025 (2080 hrs) - May 2024 (+ 2.5%)												
	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12
Grade												
1	44,231	45,294	46,361	47,424	48,490	49,558	50,622	51,689	52,755	-	-	-
2	47,088	48,223	49,355	50,490	51,625	52,761	53,896	55,029	56,165	-	-	-
3	50,099	51,310	52,515	53,723	54,931	56,138	57,345	58,553	59,761	-	-	-
4	53,278	54,560	55,842	57,125	58,410	59,694	60,978	62,266	63,547	-	-	-
5	54,621	55,926	57,231	58,534	59,841	61,150	62,455	63,768	65,073	66,371	67,680	68,990
6	59,323	60,741	62,160	63,577	64,999	66,416	67,833	69,256	70,674	72,095	73,512	74,933
7	64,715	66,263	67,813	69,360	70,906	72,457	74,003	75,554	77,101	78,647	80,201	81,746
8	71,106	72,807	74,509	76,208	77,912	79,610	81,312	83,015	84,715	86,416	88,120	89,816
9	79,403	81,301	83,203	85,104	87,000	88,902	90,800	92,699	94,602	96,499	98,401	100,302
10	88,728	90,850	92,976	95,099	97,219	99,342	101,464	103,587	105,709	107,831	109,957	112,080
11	99,739	102,128	104,511	106,897	109,285	111,671	114,055	116,443	118,829	121,213	123,602	125,987

**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE UNIVERSITY OF OTTAWA**  
**AND**  
**THE BARGAINING UNIT OF THE SUPPORT STAFF UNIVERSITY OF OTTAWA OF THE ONTARIO**  
**SECONDARY SCHOOL TEACHERS' FEDERATION**

**JOINT EVALUATION COMMITTEE (JEC) FOR ADMINISTRATIVE STAFF POSITIONS OF THE UNIVERSITY OF OTTAWA MEMBER OF THE BARGAINING UNIT**

**Committee Mandate:** The JEC mandate is to maintain the job evaluation and classification system for positions for the Bargaining Unit of SSUO. The job evaluation process aims at accurately and objectively measures the relative worth of positions over one another by assigning a salary class and ensuring pay equity.

**Principles:**

The parity committee functions in a transparent, honest, and objective manner.

- Committee discussions are confidential.
- Job evaluations are based on the job description and the evaluation request form. The performance of the incumbent in the position has no bearing.
- The personal interests of any committee member may at no time have an effect on a job evaluation.
- The job evaluation and classification system is applied consistently for all SSUO positions without exception.
- The job evaluation and classification process is neutral and meets the requirements of the Pay Equity Act.
- In order to maintain internal pay equity, the committee ensures that new evaluations are equitable and with respect to the evaluations previously carried out before the creation of the joint committee.

**Composition of the Committee:**

- The job evaluation committee of the SSUO Bargaining Unit is comprised of the Bargaining Unit and the University.
- The committee is made up of an equal number from both parties. At each meeting, the Bargaining Unit, and the University, will be both represented by three (3) representatives.
- Quorum for the committee is four (4) members wherein at least two (2) representatives of the Bargaining Unit and two (2) representatives of the University. All necessary efforts will be undertaken to ensure parity during meetings when a member must be absent for any reasons.
- Each party appoint a co-chairperson for the committee. Each co- chairperson shall alternate in chairing each meeting.

**Roles and responsibilities:****Employer Co-Chairperson:**

- Is a member of the JEC whose attendance is always required.
- Ensures the participation of two (2) other employer representatives at each committee meeting.
- Manages the classification request process from the reception of the request until the communication of the result. Jointly signs communication of the evaluation results with the co-chair of the Bargaining Unit.
- Prepares and shares the information and documentation required for the evaluation with committee.
- Informs committee members of their obligations to maintain confidentiality and to disclose any real or perceived conflicts of interest.
- Ensures that the justification of the evaluations is recorded and documented.
- Ensures the training of members of the evaluation committee representing the employer.
- Documents conflicts of interest that were disclosed and how they were dealt with.

**Bargaining Unit Co-Chairperson:**

- Is a member of the JEC whose attendance is always required.
- Ensures the participation of two (2) other Bargaining Unit representatives at each committee meeting.
- Manages the classification request process including the communication of the results. Jointly signs the communication of the evaluations results with the co-chair of the University.
- Informs committee members of their obligations to maintain confidentiality and to disclose any real or perceived conflicts of interest.
- Ensures that the justification of the evaluations is recorded and documented.
- Ensures the training of the Bargaining Unit members of the evaluation committee.
- Documents conflicts of interest that were disclosed and how they were dealt with.

**Operation of the Committee:**

- The Hay Group job evaluation method is used to evaluate all positions, without exception. When the committee receives a request to evaluate a position, it may ask the manager or the dean or the service director to make a short presentation before the committee or to answer its questions. The committee will forward, in advance, the questions in writing to the manager, dean or director. The manager, dean or director and the incumbent will sign the answers submitted to the committee.
- Decisions are only made by consensus of all members present during the evaluation by the committee. A final decision cannot be contested by a member on the basis of being absent for an evaluation.
- List of all evaluated Bargaining Unit SSUO positions and breakdowns of attributed points are distributed during committee meetings.

- A member in conflict of interest with any job evaluation taking place must not participate in the job evaluation in question. A conflict of interest arises when a committee member is a member of the immediate family of the incumbent whose position is being assessed or if the committee is evaluating the member's own position, or the position of one of the member's superior or direct subordinate. The conflict of interest must be documented. If a member must refrain from participating due to a conflict of interest, an alternate will replace the member.
- The Committee members' mandate is two (2) years and may be extended with the agreement of the Bargaining Unit and the employer.

**Evaluation Requests:**

- Evaluation requests must be submitted by the dean of the faculty or by the service director or be filed by a delegate possessing this power.
- Documents required to evaluate a position include the job description (previous and new description, with changes highlighted), the organizational chart (before and after) and the completed evaluation request form. All documents must be signed by the incumbent, the manager as well as the dean or director.
- All evaluation requests will be reviewed by the co-chairs. They will submit these requests to the committee in the following circumstances:
  - A new position is created or vacant.
  - The responsibilities of an existing position substantially change.
  - When a faculty, service or department has been restructured and significant changes have been made to position responsibilities.
  - The job description is three (3) years or older.
  - Any other position evaluation requests deemed necessary by the co-chairs.
- Within ten (10) working days following the committee meeting, the co-chairs provide written notice of the committee's decision to the dean or director with copy to the manager. The manager communicates the results of the evaluation to the employee. The employee can meet with the co-chairs if they want further details.

**Appeal Procedure:**

- If the incumbent and / or manager are not satisfied with the evaluation of a position and the dean, the director or the person with the delegated authority agree, they can submit an application to review the committee's decision. In this situation, a detailed letter explaining the reasons for the review will be reviewed by the Co- Chairs and subsequently submitted to the committee for consideration. This last assessment by the evaluation committee will be final.

**Process provided when there is no consensus on the evaluation of a position:**

Committee members agree in good faith to make every effort to reach consensus when evaluating positions. Where consensus is not possible, the evaluation is forwarded to a committee comprised of three (3) members:

- The Associate Vice-President, HR or designate;
- A member of the Bargaining Unit;
- An external expert in Hay classification system appointed by the first two members.

The parties will agree on the selection of the external expert in Hay classification system. The evaluation made by this committee is decided by the majority and the decision is final. The costs of the expert shall be shared equally between the University and the Bargaining Unit.

Signed on this 2/13/2023

Mathieu Hudon

Mathieu Hudon

For the University

Karine Coen

Karine Coen

For the Bargaining Unit

**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE UNIVERSITY OF OTTAWA**  
**AND**

**THE BARGAINING UNIT OF THE SUPPORT STAFF UNIVERSITY OF OTTAWA OF THE ONTARIO  
SECONDARY SCHOOL TEACHERS' FEDERATION**

**RESTORATION OF HOURS OF WORK OF CERTAIN EMPLOYEES**

And whereas certain other employees also have hours of work that are higher than thirty-five (35) hours per week with the exception of those identified in Article 19.5.

The parties have agreed as follows:

The employees with hours of work higher than thirty-five (35) and whose initial contract of employment indicates an average number of hours of work higher than thirty-five (35) hours maintain the higher number of hours. The normal hours for the position, i.e., thirty-five (35) hours per week, shall be applied when the position becomes vacant and before it is posted again.

Signed on this 2/13/2023

Mathieu Hudon

Mathieu Hudon  
For the University

Karine Coen

Karine Coen  
For the Bargaining Unit

**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE UNIVERSITY OF OTTAWA**  
**AND**

**THE BARGAINING UNIT OF THE SUPPORT STAFF UNIVERSITY OF OTTAWA OF THE ONTARIO  
SECONDARY SCHOOL TEACHERS' FEDERATION**

**OSSTF (SSUO) REPRESENTATION ON VARIOUS UNIVERSITY COMMITTEES**

Whereas the OSSTF (SSUO) has representation on various University committees;

And whereas a representative can be appointed by the Bargaining Unit to serve on these committees, the parties agree on the union representation as follows:

- Career development fund: two (2) representatives, on the condition that a fund is negotiated;
- Retirement pension committee: three (3) representatives;
- University occupational health and safety committee: two (2) representatives;
- Functional Laboratory Safety Committee: three (3) representatives;
- Functional Office Safety Committee: three (3) representatives;
- Functional Protection and Facilities Safety Committee: two (2) representatives;
- Parking committee: two (2) representatives;
- Innovative suggestions committee: two (2) representatives out of four (4) members.

Signed on this 2/13/2023

Mathieu Hudon

Mathieu Hudon  
For the University

Karine Coen

Karine Coen  
For the Bargaining Unit



**LETTER OF AGREEMENT****BETWEEN****THE UNIVERSITY OF OTTAWA****AND****THE BARGAINING UNIT OF THE SUPPORT STAFF UNIVERSITY OF OTTAWA OF THE ONTARIO  
SECONDARY SCHOOL TEACHERS' FEDERATION****FINANCIAL SUPPORT BY THE UNIVERSITY FOR THE COST OF RENTING OFFICE SPACE  
OCCUPIED BY THE BARGAINING UNIT AT 559 KING EDWARD, OTTAWA, ONTARIO**

Whereas the Bargaining Unit occupies office space at 559 King Edward for which it must pay a monthly rent as well as maintenance costs (clauses 2 and 3 of the lease),

Whereas the University wishes to subsidize the Bargaining Unit's rental costs to reduce expenses.

And whereas the Bargaining Unit and the University have negotiated financial support under the article entitled "Trade Union Freedom", which sets out in Article 7.1 the number of representatives given time off on a full-time basis within the Bargaining Unit's executive committee.

**The parties have agreed on the following:**

1) The cost of rent as stated in Article 2 of the lease between the parties, the Bargaining Unit will only pay:

- \$16 per square foot or \$21,424 from May 1, 2022 to April 30, 2023
- \$17 per square foot or \$22,763 from May 1, 2023 to April 30, 2024
- \$18 per square foot or \$24,102 from May 1, 2024 to April 30, 2025

This amount will cover the maintenance cost for the common areas of the building described in Article 3 of the lease.

2) The lease conditions shall apply, including all other associated costs such as operating costs, telephone charges and other expenses that are the responsibility of the Bargaining Unit.

3) Should the office spaces listed in the lease, for the benefits of the Bargaining Unit at 559 King Edward are no longer available, the University and the Bargaining Unit will meet to review the reasonable options available at the same cost of subsidized rent in Article 1.

4) This agreement will enter into effect on May 1, 2022 and will end at the end of the Agreement.

Signed on this 2/13/2023

Mathieu Hudon

Mathieu Hudon

For the University

Karine Coen

Karine Coen

For the Bargaining Unit

**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE UNIVERSITY OF OTTAWA**  
**AND**

**THE BARGAINING UNIT OF THE SUPPORT STAFF UNIVERSITY OF OTTAWA OF THE ONTARIO  
SECONDARY SCHOOL TEACHERS' FEDERATION**

**EMPLOYMENT INSURANCE PREMIUM REDUCTION**

\* The parties agree to meet, following the ratification of the Collective Agreement, for the purpose of discussing pending CRA decision.

This letter confirms the agreement between the University and the Union that the 5/12th employee portion of the University's E.I. premium reduction will be retained by the University.

The University will cover the salary and benefits of an additional Bargaining Unit Executive Committee Member to perform union business for the duration of the collective agreement starting May 1st, 2016.

The Bargaining Unit Executive Committee Member retains all the rights and privileges set out in the Agreement as though they had remained in their position. At least thirty (30) calendar days in advance, the President will advise Human Resources, Labour Relations, in writing who will be the Executive Committee Member on leave to perform union business. Thirty (30) calendar days of notice is required for the employee to return to their position at the University.

Signed on this 2/13/2023

Mathieu Hudon

Mathieu Hudon  
For the University

Karine Coen

Karine Coen  
For the Bargaining Unit

**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE UNIVERSITY OF OTTAWA**  
**AND**

**THE BARGAINING UNIT OF THE SUPPORT STAFF UNIVERSITY OF OTTAWA OF THE ONTARIO  
SECONDARY SCHOOL TEACHERS' FEDERATION**

**HEALTH AND WELLNESS STRATEGY**

The parties agree that they will cooperate towards the building of a health and wellness strategy for the University with the intention of building a proactive and inclusive approach to the goal of building a healthy university community.

This will involve consultation via the Labour Relations Advisory Committee, pursuant to the terms of the collective agreement.

Signed on this 2/13/2023

Mathieu Hudon

Mathieu Hudon  
For the University

Karine Coen

Karine Coen  
For the Bargaining Unit

**LETTER OF AGREEMENT**  
**BETWEEN**  
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SECONDARY SCHOOL TEACHERS' FEDERATION**

**FUTURE SATELLITE CAMPUS**

Following any announcement by the University of Ottawa concerning a new campus within the province of Ontario, the parties agree to meet within 90 calendar days in order to discuss and explore the possible extension of the current accreditation certificate and possible modifications to the existing Collective Agreement. These discussions will be non-binding on the University and the Union.

Signed on this 2/13/2023

Mathieu Hudon

Mathieu Hudon  
For the University

Karine Coen

Karine Coen  
For the Bargaining Unit

**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE UNIVERSITY OF OTTAWA**  
**AND**

**THE BARGAINING UNIT OF THE SUPPORT STAFF UNIVERSITY OF OTTAWA OF THE ONTARIO  
SECONDARY SCHOOL TEACHERS' FEDERATION**

**PAY EQUITY**

WHEREAS the University of Ottawa established and posted a Pay Equity plan for all members of the University community in 1989, pursuant to the requirements of the Pay Equity Act R.S.O. 1990, c.P.7 using the Hay Group Job Evaluation Method; and has continued activity subsequent to this, intended to maintain Pay Equity according to the requirements of the Act;

AND WHEREAS the Union was certified by the OLRB on July 9, 2007;

AND WHEREAS the Union has, since certification, had representatives on the Joint Job Evaluation Committee who have been formally trained and re-trained and who have participated actively in jointly evaluating all positions covered by the SSUO collective agreement since January 25th, 2010 using the Hay Group Job Evaluation Method;

NOW THEREFORE the Parties have agreed as follows:

- 1) The Parties agree to establish a working group to discuss the requisite steps to develop a pay equity plan for the bargaining unit;
- 2) The working group will be comprised of an equal number of local representatives and no more than three (3) from each of the University and the Union. Union representatives shall be given time off without loss of salary or benefits to prepare for and attend meetings;
- 3) Each Party may be accompanied by their own external specialists;
- 4) The working group will begin to meet no later than January 1st, 2017.

Signed on this 2/13/2023

Mathieu Hudon

Mathieu Hudon  
For the University

Karine Coen

Karine Coen  
For the Bargaining Unit

**LETTER OF AGREEMENT**  
**BETWEEN**  
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**AND**

**THE BARGAINING UNIT OF THE SUPPORT STAFF UNIVERSITY OF OTTAWA OF THE ONTARIO  
SECONDARY SCHOOL TEACHERS' FEDERATION**

**RETIREMENT PENSION PLAN**

\*The parties agree to engage in a facilitated discussion regarding the University of Ottawa Retirement Pension Plan. Discussions will include, but will not be limited to, the status of the Plan, the Plan's sustainability, the future of the plan and the implications of the newly created University Pension Plan (UPP) which is a JSPP.

Upon mutual consent, these discussions can either take place in a joint PSUO-SSUO and University of Ottawa Committee or in a broader committee with representation from other employee groups.

The parties agree that the Union will have access to two (2) half day information sessions held during the Pension Plan Committee (PPC) meetings for the next three (3) years. These sessions are intended to foster and develop knowledge and expertise in the world of pensions in the context of the University sector.

The parties agree that the PSUO-SSUO will nominate two (2) additional attendees to these half day sessions.

The terms of reference of the Committee may be facilitated by mediator Kaplan, if needed. Committee discussions will occur during the life of the Collective Agreement commencing on May 1, 2022.

Signed on this 2/13/2023

Mathieu Hudon

Mathieu Hudon

For the University

Karine Coen

Karine Coen

For the Bargaining Unit

**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE UNIVERSITY OF OTTAWA**  
**AND**

**THE BARGAINING UNIT OF THE SUPPORT STAFF UNIVERSITY OF OTTAWA OF THE ONTARIO  
SECONDARY SCHOOL TEACHERS' FEDERATION**

**STAFFING**

\*The Parties will meet no later than sixty (60) calendar days following the ratification of the Collective Agreement for a detailed review of an updated vacancy report submitted to the Union no later than five (5) working days prior to the meeting. The information in the updated vacancy report shall be as per Article 14.17 and any other agreed to terms in this LOU.

If a regular position has been vacant for more than 90 days, the Employer will:

- \* post in accordance with Article 14 if the position had not already been posted; or
- \* notify, in writing, the President of the Bargaining Unit of reasons for not posting; or
- \* review and evaluate the job description in accordance with Article 50 if the duties of the non-posted position are permanently reassigned to a member(s); or
- \* ensure, if applicable, payment of the premiums in accordance with Article 21 if the duties of the non-posted position are temporarily reassigned to a member(s).

The Employer shall, at least one (1) week in advance of meeting with the Union, provide the details of all:

- \* temporarily vacant regular positions;
- \* vacant regular positions.

For purpose of greater clarity, a vacant regular position includes all regular positions vacant due to death, retirement, voluntary or involuntary termination of a member. Temporarily vacant positions include positions that are vacant due to maternity and/or parental or adoption leave; other statutory leaves; all unpaid approved leaves; long-term disability leaves; all union leaves with right of return; and sick leaves of sixty (60) or more consecutive working days.

The parties shall include staffing issues as a standing item on the Labour Relations Committee Meeting agenda.

Signed on this 2/13/2023

Mathieu Hudon

Mathieu Hudon  
For the University

Karine Coen

Karine Coen  
For the Bargaining Unit



**MEMORANDUM OF UNDERSTANDING****BETWEEN****THE UNIVERSITY OF OTTAWA****AND****THE BARGAINING UNIT OF THE SUPPORT STAFF UNIVERSITY OF OTTAWA OF THE ONTARIO  
SECONDARY SCHOOL TEACHERS' FEDERATION****SALARY AND BILL 124**

i. \* It is understood and agreed that the salary increases identified in Article 44, for the period of May 1, 2019 through April 30, 2022 are agreed to without prejudice to OSSTF-FEESO's right to continue its application in Court File No. CV-20-636421-000 challenging the constitutionality of the Protecting a Sustainable Public Sector for Future Generations Act, 2019, SO 2019, c 12, and to obtain a remedy in relation to the same.

ii. \* In the event that Bill 124, Protecting a Sustainable Public Sector for Future Generations Act, 2019 is withdrawn or amended through legislation or regulation by the Ontario Legislature to provide for increases in compensation above 1%; or is overturned by the courts and not replaced with similar legislation with provisions about compensation increases, then, in such case, the Parties will agree to meet to re-engage in discussion solely to negotiate potential additional percentage increases intended by the provisions of Article 44 in the Collective Agreement for each year of the contract expiring April 30, 2022.

iii. \* During the course of collective bargaining, from May 1, 2019 through April 30, 2022, the Parties reached an agreement on a number of other matters that are incorporated into the collective agreement commencing May 1, 2019, none of which impact the percentage of wage increases and fall within the ambit of the Act. Accordingly, the Parties shall not re-engage in discussions on such matters should the Parties meet to renegotiate as per paragraph 2 of this MOA.

iv. \* Should the Parties reach impasse on the quantum and/or the retroactivity of any additional percentage increase as per this MOA, it shall be remitted to a mutually agreeable third party for mediation and/or adjudication.

This MOA is effective on the date of signature by both Parties and shall remain binding on the Parties until the earlier date of either the withdrawal or amendment of Bill 124 to provide for potential increases in compensation above 1% for the 3-year moderation period from May 1, 2019 to April 30, 2022 or the Courts overturn Bill 124. Should either event occur, then the Parties will be able to renegotiate potential retroactive salary adjustments and, should an impasse be declared by either Party, the question shall be remitted to a mutually agreeable third party for mediation and/or arbitration.

Signed on this 2/13/2023

Mathieu Hudon

Mathieu Hudon  
For the University

Karine Coen

Karine Coen  
For the Bargaining Unit

**MEMORANDUM OF UNDERSTANDING****BETWEEN****THE UNIVERSITY OF OTTAWA****AND****THE BARGAINING UNIT OF THE SUPPORT STAFF UNIVERSITY OF OTTAWA OF THE ONTARIO  
SECONDARY SCHOOL TEACHERS' FEDERATION****Telework Guidelines**

The Parties acknowledge that the University has implemented comprehensive Telework Guidelines as a two (2) year pilot project. The pilot project period will be utilized to determine how telework will be implemented long-term.

The University recognizes that it may be appropriate for management to permit employees to request to telework as it could potentially have positive impacts for both the University and the employee.

Should the University decide to survey or conduct focus groups during the pilot project regarding telework, the University will notify the Union in reasonable time and will share the results pertaining to the SSUO members.

Should the University decide to make any material changes to the Telework Guidelines or establish a Telework policy the parties will meet to discuss the amended guidelines, or as applicable, the policy prior to its implementation.

Signed on this 2/13/2023



Mathieu Hudon

For the University



Karine Coen

For the Bargaining Unit

**MEMORANDUM OF UNDERSTANDING****BETWEEN****THE UNIVERSITY OF OTTAWA****AND****THE BARGAINING UNIT OF THE SUPPORT STAFF UNIVERSITY OF OTTAWA OF THE ONTARIO  
SECONDARY SCHOOL TEACHERS' FEDERATION****Special Agreement - PREAMBLE**

**Whereas** the current wording of the preamble reads;

"For matters requiring interpretation of any portion of the Agreement, including the processing or arbitration of any grievance, the official text of any article shall be the text indicated by an asterisk (\*) found beside the number or heading of the article/section.

In the Agreement, the generic masculine gender is used without discrimination.

**Whereas** the discussions between the parties during the negotiation sessions in relation to the preamble, particularly on the interpretation of the texts of the collective agreement as an official text and the clauses identified with an asterisk (\*);

**Whereas** the initial request of the Union to consider both the French and English texts of the collective agreement as the official texts;

**Whereas** the parties have agreed to maintain the "status quo" for this article;

**Whereas** the parties have agreed to conduct a joint exercise to ensure that the translation is fluent, integral and equivalent without changing the meaning;

**Therefore, the parties agree that, without prejudice or precedent:**

1. A joint committee represented by two (2) representatives of the University and two (2) representatives of the SSUO will meet no later than sixty (60) days after the ratification of the Collective Agreement to begin the revision of the currently translated texts.
2. The revision of the translation of the texts shall not change the meaning of the text and its scope.
3. The committee will establish a schedule of regular meetings and will report on the progress of the work to each Labour Relations Advisory Committee.
4. In the event that the joint committee does not agree on the translation of one or more articles, the articles will be identified and referred to the next round of negotiations.
5. The current wording of the preamble will remain unchanged unless otherwise agreed to by the parties.

In witness whereof the parties have signed this 2/13/2023 2023

Mathieu Hudon

Mathieu Hudon  
For the University

Karine Coen

Karine Coen  
For the Bargaining Unit