

Collective Agreement

Between

The University of Ottawa



uOttawa

and

**The union representing the employees of the Trades,
Grounds and Transportation, Local 772- B
of the International Union of Operating Engineers. here in after called
"the Union"**



The French document is the official version.

**From July 1, 2023 to
June 30, 2026**

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ARTICLE 1

PURPOSE AND DEFINITIONS

Purpose

- 1.1 Whereas the parties hereto desirous of concluding an agreement for the purpose of assuring proper conditions for collective bargaining, for promoting and maintaining stability and harmony, respecting the terms and conditions of employment, have agreed with each other as follows.

In the Agreement the generic masculine is used without discrimination.

Definitions

- 1.2 **The Union:** refers to the International Union of Operating Engineers (IUOE), local 772-B.
- 1.3 **The Employer:** refers to the University of Ottawa.
- 1.4 **The University:** refers to the Employer - the University of Ottawa.
- 1.5 **The Parties:** means the University and the Union.
- 1.6 **Employee or regular employee:** refers to an employee holding a permanent position with a regular schedule as specified in Articles 2.1 and 7.2 of the Agreement.
- 1.7 **Liaison Officer:** means the Director, Labour Relations or their delegates, who alone are empowered to deal with any problems relating to labour relations, discussions or negotiations and agreements with the Union.
- 1.8 **Division Head(s) (Immediate supervisor or supervisor):**

means the Trades Supervisor or the Instrumentation/Iectical Supervisor, the Manager, Mechanical and Plumbing Infrastructure, and any other supervisors assigned by the Physical Resources Service.
- 1.9 **Contract employee:** Employee hired for a maximum of twelve (12) months to perform work required because of either a lack of employees or employees' absences, or because of excess work load; this employee's terms and conditions of employment are not governed by this Agreement, and any contract extension

beyond the maximum twelve (12) months requires the approval of both the Union and the University.

1.10 **Internal applicant:** Applicant type that includes regular employees holding a permanent position with a schedule of thirty- six (36) hours a week, as specified in article 7.2 of the Agreement.

1.11 **External applicant:**

This applicant type includes:

- regular support-staff employees of the University not governed by the Agreement;
- contract employees of the University not governed by the Agreement;
- supernumerary staff members (paid by way of remuneration requests); and
- persons not working at the University of Ottawa.

1.12 **Continuous service:** Means a period of service with more than thirteen (13) weeks of uninterrupted work.

1.13 **Bargaining Unit:** the Union representing trades, grounds and transportation workers through local 772-B of the International Union of Operating Engineers (IUOE).

1.14 **Seniority in the Bargaining Unit:** refers to the length of the employee's continuous service in the Bargaining Unit.

1.15 **Classification Seniority:** refers to the length of the employee's continuous service in a given classification of a division in the Bargaining Unit.

1.16 **Union Delegate:** means an employee who is a local union representative.

1.17 **Agreement:** means the current Collective Agreement.

1.18 **Union representative:** means an outside representative who works for the Union.

ARTICLE 2

RECOGNITION

- 2.1 The University recognizes the Union as the bargaining agent of the hourly-paid employees of the Trades, Grounds, and Transport Divisions, excluding office staff, supervisory personnel, and students working in the summer or on a part-time basis.
- 2.2 There shall be no solicitation of members, collection of dues, meetings or other union activities on the premises of the University, except specifically provided for in the Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 Save and except to the extent specifically modified or limited by any provision(s) of this Agreement, all rights and prerogatives which the University had prior to the execution of this 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 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, lay-off, recall, and discipline employees;
- c) The right 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;
- d) The right to determine: the location and extent of its operations and commencement, curtailment, or discontinuance; the direction of the working forces; the services to be furnished; the subcontracting of work; the methods, processes and means of performing work; the qualifications of employees; to use improved methods, machinery and equipment; overtime; 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; 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.

- 3.2 It is agreed that all functions not referred to or limited by this Agreement shall be considered residual to Article 3.1.
- 3.3 The University shall exercise its rights herein in a manner that is fair, reasonable, and consistent with the terms of this Agreement, and in accordance with relevant legislation governing employment in the Province of Ontario.

ARTICLE 4

COMPLIANCE WITH ACT

- 4.1 The University, the Union and the Employees concerned agree to comply with the provisions of the Employment Standards Act and the Trades Qualification and Apprenticeship Act.

ARTICLE 5

UNION SECURITY

- 5.1 Starting from the first full period of pay, all regular employees covered by the Agreement must pay union dues.
- 5.2 The University shall deduct from the wages payable to the employees covered by the Agreement, twice (2) a month, an amount equal to half the regular monthly membership dues, duly authorized and uniformly levied by the constitution of the Union and shall remit the amount so deducted to the Treasurer of the Union, once per month, together with a list of those employees from whom Union dues have been deducted. The Union shall notify the University by “registered letter” addressed to the Liaison Officer of the amount of such dues and any changes therein, and such notifications shall be the University’s conclusive authority to make the deductions specified.
- 5.3 The University will send all dues that have been deducted to the Union treasurer at: **I.U.O.E., Local 772** at the latest, by the fifteenth (15) day of the month following the month during which the dues were deducted. Such remittance is accompanied by a list identifying:
- surname, given name,
 - employee number,
 - annual base salary,
 - amount deducted for the period courante,
 - total amount deducted since January 1 of the current year,
 - home address,
 - uOttawa email address,
 - preferred language of correspondence,
 - effective date of employee's departure, if applicable,
 - continuous service, and
 - seniority date in the Bargaining Unit.

5.4 The University does not collect any union fees in the following cases:

- premiums;
- overtime;
- the employee is on unpaid leave;
- the employee is on maternity or parental leave;
- the employee is on extended sick leave; or
- the employee is receiving benefits from the Workplace Safety and Insurance Board (WSIB).

5.5 The University deducts union dues when an employee is on an assignment in a position excluded from the Bargaining Unit, as stated in Article 10.1 c).

5.6 In the event that union dues are not collected because of administrative error, the University undertakes, upon written notification by the Union to that effect, to collect the amount not remitted within sixty (60) days of said notice. The retroactive period for such collection of union dues will not exceed sixty (60) days. The Union shall notify the employees.

5.7 The Union 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 the Union.

5.8 **Meetings between a Union representative or a Union delegate and an Employee of the Bargaining Unit during work hours**

A Union representative or a Union delegate who wishes to meet with an employee of the Bargaining Unit during the employee's work hours shall first notify the Labour Relations sector.

An employee of the Bargaining Unit or a Union delegate who wishes to meet with a Union representative, in connection labour relations matters, shall notify the Labour Relations sector, and the immediate supervisor beforehand. The Union delegate must also notify his immediate supervisor.

The University endeavors to accommodate such meetings. However, if operational requirements do not permit a meeting at the desired time, the Parties determine a reasonable meeting schedule as soon as possible.

5.9 Union Presence during Meetings between Employees and their Supervisors or with the University

An employee of the Bargaining Unit who is called to a meeting with a University representative regarding the employee's employment relationship, employment status, a disciplinary matter, a grievance investigation pertaining to the employee or the settlement of a grievance, a work place accident (WSIB), must be informed of the right to be accompanied by a Union representative or a Union delegate, if the employee so chooses.

If no Union representative or Union delegate is available, the meeting will be postponed.

5.10 Specific Agreement

Union representatives are the only persons authorized to deal with the University on behalf of 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 employee or a group of employees. That said, the University administration and employees of the Bargaining Unit may communicate freely regarding such exemptions and amendments, both orally and in writing, without such communication being binding on the Union.

5.11 Notices, official correspondence and communications between the Parties are made between the Union representative in the name of the Bargaining Unit and the Liaison Officer.

ARTICLE 6

WAGES

6.1 Hourly wages from July 1, 2023 to June 30, 2026 are specified in Appendix C.

6.2 The period of time and qualifications required to be promoted from one level of technician to the next, will be the following:

Technician III (Electricity): hiring level, requiring a college level diploma of Technologist in technical electronics.

Technician III (Instrumentation): hiring level, requiring a college level diploma of Technologist in instrumentation.

Technician III (Security System): hiring level, requiring a college level diploma in a relevant discipline or an equivalent combination of education and work experience.

Technician II: will be given to employees who have acquired the skills of the preceding level and two and one-half years of experience. This level will normally be the highest level at which the University will hire new staff.

Technician II (Security System): will be given to employees who have acquired the skills of the preceding level, and two (2) and a half year of experience. This level will normally be the highest level at which the University will hire new staff.

Technician I (Security System): will be given to employees who have acquired the skills of the preceding level and more than one (1) year and a half of experience than the Technician II.

Technician IA (Security System): will be given to employees who have acquired the skills of the preceding level and more than three (3) years of experience than the Technician I.

Technician IIA (Security System): will be given to employees who have acquired the skills of the preceding level and more than four (4) years of experience than the level of Technician 1A and the safety systems normally used.

Technician IIA: Instrumentation: Awarded to employees having the qualifications of the preceding level, four (4) more years of experience than a Technician 1A, and certification or related experience for the following automation software applications normally used.

Technician I: will be given to employees who have acquired the skills of the preceding level and one and one-half years of experience more than the level of Technician II and who have also obtained a Journeyman's Licence from the province of Ontario or the Industrial Electrician Licence of Ontario (for positions of technicians in electricity). Certification for fire panels will be required for all employees hired after July 1st, 2004.

Technician IA: will be given to employees who have acquired the skills of the preceding level and three (3) years more of experience than the level of Technician I. Certification for fire panels is required for all employees hired.

The movement from one (1) level to the next will be subject to a positive recommendation from the immediate supervisor of the employee.

Recertification

6.3 This Article applies only for employees in the plumbing and electrical division.

The University agrees to pay 100% of the costs associated with recertification, at the time of registration, which will not be required to be reimbursed upon successful completion.

In the event that the employee is unsuccessful, the employee will be required to reimburse the University, as per Article 31 'Recovery of Monies'.

The employee is responsible to inform the division Head upon success or not of the recertification.

Lead Hand Replacement

6.4 Any employee designated as a replacement for the lead hand or senior at the request of the University will receive the full lead hand's salary.

6.5 Any employee who is scheduled to work between 17:00 hours to 7:00 hours will receive a premium of \$0.15¢ per hour. This premium shall not be into account in calculating holiday pay, overtime and recall pay. It is agreed and understood by the University and the Union that stand-by allowances are included in the hourly wage set forth in Article 6.1.

6.6 An employee may be designated by the University to replace an employee on leave normally working in a higher classification. This employee shall receive the rate of the higher classification for the full day or for the time worked in that capacity.

6.7 The University will pay for the exact amount of hours worked during a calendar year. Unless the University changes the frequency of pay or the employee elects to work a forty (40) hour week according to Article 7.5.1 (a) the hourly rate to which the employees are entitled will be multiplied by 1878.43 and divided by 24, and such

result shall be the regular basis for paying such an employee through a semi-monthly bank deposit which will include a statement of the hourly wage and the overtime rate.

Seniority Premium

6.8 A seniority premium is granted to employees with a minimum of five (5) years of continuous service (as of April 2005, the recognized continuous service for newly hired employees will be the continuous service accumulated in the Bargaining Unit) in the Bargaining Unit, as follows:

- a) a premium of 70¢/hr to employees between five (5) years and ten (10) years of continuous service in the Bargaining Unit;
- b) a premium of 90¢/hr to employees between ten (10) years and fifteen (15) years of continuous service in the Bargaining Unit ;
- c) a premium of 1.10 \$/hr to employees between fifteen (15) years and twenty (20) years of continuous service in the Bargaining Unit; and
- d) a premium of 1.35\$/hr to employees with twenty (20) years or more of continuous service in the Bargaining Unit.

ARTICLE 7

NORMAL WORK WEEK AND OVERTIME

- 7.1 The normal work week is forty (40) hours and will begin at 00:01 a.m. on Sunday and will end the following Saturday at 24:00 p.m. The normal working day is eight (8) hours.
- 7.2 Employees may take advantage of an average annual work week of thirty-six (36) hours, i.e., work seventy-two (72) hours in nine (9) days. The work schedule may be modified twice (2) a year, on May 1 and November 1. Employees must make their choice of work week known by October 1 for the following twelve (12) months, thus covering the periods beginning November 1 and May 1. These choices are irrevocable.
- 7.3 Employees' work schedules will be determined by the University and may be amended from time to time to meet various needs of the University campus. In cases where changes are planned in employee work hours, the University agrees to notify employees of such changes at least thirty (30) days in advance.
- 7.4
- 7.4.1
- a) Usually, a normal workday will be flexible between 7:00 a.m. and 5:00 p.m., with the provision that services must be maintained in each trade from 7:30 a.m. to 16:30 and with the condition that 50% of employees in each type of occupation be present, with the exception that between 4:00 p.m. and 4:30 p.m., a minimum of two (2) employees must be present. Between June 1 and August 31, services must be provided from 7:00 a.m. to 4:00 p.m.
 - b) Lunch shall be thirty (30) minutes and shall usually commence at noon.
 - c) Supervisors may, with the consent of an employee, vary the length of meal breaks or hours of work to accommodate an employee, it being understood that such variances shall not alter the total number of hours required to be worked in any two-week period and shall not have a negative impact on the coordination or completion of work.
- 7.4.2 Unless the Parties agree otherwise, the day off during the four (4) day week shall be Friday.
- 7.4.3 All overtime worked over and above the hours chosen in 7.5.1 (a) shall be paid double (2x) time. When the University sets up planned overtime and provides seventy-two

(72) hours' notice to this effect, employees receive either a minimum of four (4) hours' straight-time pay or double time for all hours worked, whichever amount is greatest. Employees working planned overtime can be called on to perform duties from their job category but not necessarily related to the planned overtime work, depending on the availability and provided the duties do not impede the planned overtime projects; in these cases, article 8 on recalls does not apply.

7.4.4 **Banking of Time Off**

As of January 1, 2024, all employees employed in the Bargaining Unit retain the right to accumulate, if they desire, up to one hundred and fifty (150) hours of banking time, consisting of accumulated overtime including the multiplication factor. This banking time can be taken in whole or in part as time off or payment during the calendar year, and the time bank may be topped up to one hundred and fifty (150) hours. The maximum number of hours of time off an employee may use in a calendar year is one hundred and fifty (150) hours. If a time-off balance is still available on December 31, it will be transferred to the following year, without exceeding the maximum of one hundred and fifty (150) hours.

An employee must make the request to his or her supervisor, at least twenty-four (24) hours before taking the leave. The supervisor cannot refuse to grant the leave without valid reasons.

The time-off is taken in half-day or full day. Under certain conditions, and with the agreement of his or her immediate supervisor, the employee may take time off with different time arrangements.

Outside Contracts

7.4.5 Overtime work shall be offered to employees of the bargaining unit before contractors and students.

No contracts assigned to outside contracts by the University will have effect on lay-offs, or reduce the normal working hours of employees, or prevent recalls of the employees from the designated area because of the outside contract.

Supervisors will normally only perform management functions. Exceptionally or during a specific emergency, a supervisor may accomplish tasks usually performed by an employee.

7.5 An employee may relieve another employee of his regular scheduled hours of work on a basis of mutual agreement with the consent of the Supervisor of the division concerned. On the above basis, overtime rates shall not be paid.

7.6 Overtime work shall be offered equally to qualified employees. Employees are asked to make themselves available through the most practical means of

communication, i.e., the telephone. The University shall post each employee's overtime hours twice a month.

7.7 Refusal to work a shift as requested by the University may be considered as a sufficient cause for disciplinary action.

7.8 Employees taking a training course shall be paid at the regular rate throughout the entire training period.

7.9 Employees kept during a snowstorm, when other employees are allowed to leave, will be compensated at straight time banked, but the University shall decide which employees are essential to keep on site.

7.10 **Temporary interruption of university activities at a Faculty, School or Service:**

7.10.1 Since certain essential operations must be maintained around the clock, throughout the entire year, the University, in practice, never closes completely or interrupts all of its services, except in very exceptional circumstances.

7.10.2 The activities of a Faculty, School or Services may be interrupted, either partially or completely, in exceptional circumstances such as a disaster, a breakdown in air ventilation, a prolonged electrical failure, a major snow storm, etc. The Deans and Directors or their substitutes may make such a decision.

7.10.3 Whenever the activities of the Power Plant Division are partially or totally interrupted, the employees covered by this Collective Agreement may be treated in two possible manners, according to the circumstances:

a) If the University asks employees to leave their workplace or to stay home, they continue to receive their regular pay, with no interruptions. Employees on vacation or already taking a rest day because of a flexible schedule do not receive extra pay when the University makes such a request; the regular work schedule remains unchanged in this situation.

b) Those among the employees who are retained on duty by their Director, or the Chief Operating Engineer, Power Plant, will receive, in addition to their regular remuneration, an additional amount equal to their normal basic remuneration or time off equivalent to the number of hours worked.

7.11 **Parking**

At the University's demand, employees who have to work Saturdays, Sundays and holidays, may receive, free of charge, a parking permit to park their vehicle in any University parking lot, except lots with pay and display machines, parking meters and other reserved areas.

7.12 **Hiring of University Students**

In a spirit of training and support for the University of Ottawa, students inscribed in different Work Co-operative Education Program, in Colleges, Secondary's and other won't deny regular employees from overtime, recalls or any kind of work hour's reductions.

7.13 **Compressed Work Schedules**

Employees can request to work compressed hours under the following conditions:

- 1) The University has an obligation to provide the best possible service to the University community;
- 2) The University has operational requirements that must be met. including having a sufficient number of employees during regular working hours;
- 3) The establishment of the compressed work schedule is done by taking into account operational needs and in an agreement with the immediate supervisor, who cannot refuse without valid reason. The reasons for refusal will be communicated in writing to the employee;
- 4) In the event of too many demands, an annual turn will be determined by seniority in the Bargaining unit;
- 5) A compressed work schedule agreement can be ceased with a valid reason by the University or by the employee, with a thirty (30) day notice. The reason must be provided in writing;
- 6) In connection with Article 7.5.1 a), an employee must request the immediate supervisor before December 15 of the previous year and begin a compressed schedule on May 1 and/or November 1. The employee must indicate whether he wants to accomplish the schedule under item 8 or 9;
- 7) In the event of problematic situations of application of this Article, the Parties will have discussions in Labour/Management Committee to try to resolve these situations.
- 8) Compressed schedule of 36 hours:

The employee works four (4) days a week for nine (9) hours a day.
- 9) Compressed schedule of 40 hours:

On a two (2) week period, the employee works five (5) days of nine (9) hours a day in the first week and in the second week, three (3) days of nine (9) hours per day and one (1) day of eight (8) hours.

- 10) Special provisions on taking leave and overpayments. See Appendix D for examples and applications.
 - The day off is normally Monday or Friday or another day during the week, if the employee so requests. The immediate superior shall establish the day off by taking into account the preference of the employee and operational requirements.
 - With reference to Article 7.1 and 7.2, the immediate supervisor counts the time overpaid when taking leave by the employee and established, with the employee, time conducive to the resumption of work owed to the University. If the employee wishes, the immediate supervisor can use the banked time in lieu or vacation leave to recover overpayment.

ARTICLE 8

CALL BACK

- 8.1 Employees called back to work by the University after having completed their normal scheduled workday shall be paid either for a minimum of four (4) hours at the regular rate, or for the time worked at the overtime rate in 7.5.3, whichever amount is greater. Employees called back between 1 a.m. and 5 a.m. will receive either a minimum of five (5) hours' pay at the regular rate or overtime pay based on the rate in 7.5.3, whichever amount is greater. The time appearing on the work order is the reference for determining the exact call-back time.
- 8.2 When employees normally stationed on the main campus (including the Rideau campus) are called back to work at Guindon Hall (including the Alta Vista campus) by the Employer after having completed their normal scheduled workday, will receive either a minimum of five (5) hours pay at the regular rate or overtime pay based on the rate in 7.5.3, whichever amount is greater. Employees called back to Roger Guindon Hall (including the Alta Vista campus) between 1 a.m. and 5 a.m. receive either a minimum of six (6) hours pay at the regular rate or overtime pay based on the rate in 7.5.3, whichever amount is greater. When employees normally stationed at Guindon Hall (including the Alta Vista campus) are called back to work at the main campus (including the Rideau campus) after having completed their normal scheduled workday, will receive a minimum of five (5) hours' pay at the regular rate or overtime pay based on the rate in 7.5.3, whichever amount is greater. Employees called back to the main campus (including the Rideau campus) between 1 a.m. and 5 a.m. receive either a minimum of six (6) hours pay at the regular rate or overtime pay based on the rate in 7.5.3, whichever amount is greater.
- 8.3 If an employee is assigned duties over and above those for which they have originally been called and are still on the worksite, the employee will be paid for a minimum of two (2) hours at regular rate for the second call-back, and if applicable, two (2) hours per subsequent call.
- 8.4 **Call back and Rest time**
- Employees who finish their call back work within six (6) hours before their regular shift will have the right to take six (6) hours of rest time.
 - During that rest time period, the employee will be paid regular salary, including all premiums, hours of their regular shift, that are taken in rest time.
 - Employees cannot take paid rest time if they are called at home after 5 am.
 - When employees finish or continue their call back after their regular shift has begun, they can, until no later than 10 am. proceed to the transfer of the job

and leave the workplace to take their rest time period while being paid at the regular rate. On this occasion, it is agreed that the thirty (30) minute lunch period will not be calculated during the six (6) hour rest time period.

- The time clock is the point of reference employees must use to validate the times at which they both left and returned to their scheduled work.
- Employees are also responsible for reporting to their supervisor the time at which they returned to work after their rest period. Employees who do not use the time clock to confirm their arrivals and departures cannot take advantage of the six-hour (6) rest period.

ARTICLE 9

STATUTORY HOLIDAYS

9.1

a) In addition to vacation with pay, the following statutory holidays will be granted:

- 1) Canada Day
- 2) Labour Day
- 3) Thanksgiving Day
- 4) Christmas Day
- 5) Boxing Day
- 6) New Year's Day
- 7) Good Friday
- 8) Easter Monday
- 9) Queen's Birthday
- 10) Civic Holiday
- 11) Family Day
- 12) and all other statutory holidays of general application proclaimed by the Federal and Provincial authorities.

b) All employees covered by this Labour Agreement are on holidays with pay for the period starting on December 23 to January 3, between 7:00 a.m. and 8:00 a.m. as per the regular starting time unless the University issues other directives to the employees for extending this period or modifying the working hours providing that there is no reduction in the holiday period.

9.2

All statutory holidays listed in Article 9.1 shall be paid holidays, provided however that the employee has worked on his scheduled work day or shift immediately preceding and his scheduled work day or shift immediately following such holidays.

9.3

Any employee who is required to work on any holiday listed in Article 9.1 shall be paid for the number of hours he has worked at the rate of time and one half (1½) his regular hourly rate in addition to an amount equal to one (1) regular work day pay at the rate of his job classification.

- 9.4 Should a statutory holiday fall during the approved vacation leave period or during the normal day off of an employee, he shall receive one (1) regular day's pay for that holiday at his regular hourly rate, provided he has worked on his work day immediately preceding and his work day immediately following such holiday or approved vacation period. A day off falling between the period starting at 12:00 (noon) December 24 and ending on January 3 shall be given as if it were a statutory holiday.

ARTICLE 10

SENIORITY

- 10.1 Employees retain and accumulate seniority in the following cases:
- a) in the case of an absence from work due to an accident or occupational disease of less than twenty-four (24) months;
 - b) in the case of any absence due to disability not exceeding 119 calendar days of sick leave;
 - c) assignment in a position excluded from the Bargaining Unit to a maximum of twelve (12) consecutive months and during that time the employee retains his regular position;
 - d) in the case of absences from work for permanent or elected union duties within the Union, to a maximum of twenty-four (24) consecutive calendar months;
 - e) in the case of absence from work for maternity or parental leave, for the total duration of the leave.
- 10.2 Employees retain but do not accumulate seniority in the following cases:
- a) in the case of any absence due to long-term disability lasting more than 119 days which has been accepted by the insurer and for which the employee receives benefits;
 - b) in the case of leave without pay to a maximum of twelve (12) calendar months that has been approved by the University;
 - c) in the case of a suspension without pay exceeding thirty (30) days.
- 10.3 Employees cease to have seniority, and their services with the University shall be terminated, for any of the following reasons:
- a) resignation, retirement, or voluntarily leaving their job at the University;
 - b) discharged with just cause, including any of the causes listed in Article 13.4 of this Agreement;

- c) if the employee is laid off, he retains his seniority in the Bargaining Unit for the purposes of recalls for a period of twenty-four (24) consecutive months;
- d) absence due to disability after the twenty-fourth (24) month of extended disability leave. In this case, if the employee is receiving long term benefits, he will continue to be given benefits as stated in the insurance contract;
- e) in the case of absence without notice and without reasonable excuse exceeding five (5) consecutive workdays.

ARTICLE 11

JOB POSTINGS AND PROMOTIONS

- 11.1 When the University decides to fill a vacant position included in the Bargaining Unit, the University informs the Union about the content of the posting before starting the hiring process with the electronic posting of the position on the Human Resources website.
- 11.2 The University evaluates candidates either through an interview, or through an interview and tests.
- 11.3 When there is a vacant position or a promotion, the competence of employees who apply internally will be the determining factor, and if there is any choice to be made between two (2) or more internal candidates having equal competence, the senior employee in the Bargaining Unit shall receive preference.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURE

- 12.1 A grievance is defined as any disagreement between the Parties arising out of the interpretation, application, administration, or alleged violation of the Agreement.
- 12.2 Individual Grievance: An individual grievance may be initiated by the Union on behalf of an employee.
- 12.3 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 same sector but have different supervisors. In this case, the grieving employees must present the grievance through a single spokesperson. The grieving employees must attach to the grievance form a letter listing each of the names of the individuals.
- 12.4 Policy Grievance: Both the University and the Union 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 Union 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 which such an employee could personally file. It is further understood that the individual grievance procedure shall not be thereby bypassed.
- 12.5 A grievance involving suspension without pay or dismissal shall be initiated at Stage Two (2).
- 12.6 To be valid, a grievance must have been filed in writing within ten (10) working days of knowledge of the fact giving rise to the grievance, but within sixty (60) days of the occurrence of the fact giving rise to the grievance. The time frame between knowledge of the fact and occurrence of the fact is established in relation to the first meeting at which a complaint or grievance is filed, i.e. the first informal meeting at the first or second stage, as the case may be.
- 12.7 The timelines set out in this Article are adhered to, unless the Parties amend them by written agreement.

12.8 **Informal Complaint Stage**

- 12.8.1 It is the mutual desire of the Parties that a complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until he has first discussed the complaint with his supervisor without satisfaction.
- 12.8.2 The employee may, if he wishes, be accompanied by a Union delegate or a Union Representative at the informal complaint meeting. If this choice is made, the supervisor will be accompanied by the Liaison Officer. If there is no satisfactory result from such discussion, a notice of grievance may be filed.
- 12.8.3 If it is not possible to first discuss the complaint with the supervisor, due to the circumstances of the complaint, the Parties may, by mutual agreement, bypass the informal complaint stage.
- 12.8.4 If a notice of formal grievance is to be filed, it shall be initiated within ten (10) working days of the date of the informal meeting stage.

12.9 **Stage One (1)**

- 12.9.1 Grievances at Stage one (1) shall be filed in writing to the Director of the service.
- 12.9.2 Within ten (10) working days of the filing of the grievance, the employee, the Director of the service, the Liaison Officer, and the Union representative or delegate shall meet to attempt to resolve the grievance.
- 12.9.3 The Director's written response shall be delivered within ten (10) working days of the meeting between the designated persons of the Parties.
- 12.9.4 If the grieving party 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 grieving party may submit the grievance to Stage two (2), provided that it acts within ten (10) working days from having received the formal response from Stage one (1).
- 12.10 Grievances at Stage two (2) shall be filed in writing to the Principal Negotiator or his designate.
- 12.10.1 Within ten (10) working days of the initiation of a grievance to Stage two (2), the employee, the Principal Negotiator or his designate, and the Union representative, shall meet to attempt to resolve the grievance.

12.10.2 The Principal Negotiator or his designate shall provide the Union with a formal written response within ten (10) working days of the meeting between designates of the Parties.

12.10.4 If the grieving party is not satisfied with the disposition of the grievance, or if no reply has been received within the time limit, the grieving party may submit the grievance to arbitration at Stage three (3), provided that it acts within ten (10) working days from having received the formal response from Stage two (2).

12.11 **Stage Three (3) - Arbitration**

12.11.1 If the grievance is still not settled after Stage two (2), the Union will notify the University, or in the case of a University grievance, the University will notify the Union, within twenty (20) days of the reply in Stage two (2), of its desire to proceed to arbitration. Such notice shall include a brief statement on the nature of the grievance, and the name of the grievor(s).

12.11.2 Grievances shall be heard by a single arbitrator.

12.11.3 Within fifteen (15) working days following the notice of referral to arbitration, the Parties shall appoint 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.

12.11.4 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 the arbitrator.

12.11.5 The 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.

12.11.6 Subject to the provisions of the Ontario Labour Relations Act, an arbitrator shall not have jurisdiction to amend, modify, or act inconsistently with the 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.

12.11.7 The costs of the arbitrator shall be shared equally between the Parties.

12.11.8 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.

12.11.9 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.

ARTICLE 13

DISCIPLINARY MEASURES

- 13.1 Any employee must perform the work that he is requested to do by his immediate Superior or Supervisor in charge and follow the directives received.
- 13.2 Except in case of emergency, an employee who wants to leave his assigned place of work during hours must have first asked and obtained the permission of his immediate supervisor or supervisor in charge.
- 13.3 Every employee will be responsible for keeping in good order and cleanliness the equipment, tools, workshop and area of work under his control.
- 13.4 Causes rendering an employee liable for immediate discharge or suspension include the following:
- 1) Disobedience
 - 2) Smoking in prohibited areas
 - 3) Neglect of duty
 - 4) Disorderly conduct
 - 5) Persistent failure or refusal to cooperate with fellow workers
 - 6) Dishonesty
 - 7) Sleeping on job
 - 8) Refusal to comply with the University's policies
 - 9) Any act contrary to the interests of the University or of the employees
 - 10) Insubordination
 - 11) Bringing on the University's property alcohol or consuming intoxicants on University's premises.
- 13.5 The Supervisor of the Trades Division, the Supervisor of the Grounds Division and the dispatcher Transportation or the Supervisor of the Transport Division shall normally work in a Supervisor capacity only.

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

13.7 **Suspension and Discharge**

An employee who claims he has been wrongfully suspended or discharged must lodge his grievance, within ten (10) working days after the actual date of suspension or discharge. If the claim is upheld, the University will reimburse the employee for lost wages, premiums and any other monetary considerations that might have been credited to him had he been normally employed.

ARTICLE 14

PROBATIONARY PERIOD

- 14.1 Any new regular employee hired shall be subject to a probationary period of six (6) consecutive months with the possibility of an additional three (3) months if the supervisor deems it necessary from their initial employment entry date into the Bargaining Unit.
- 14.2 During this period the employee's employment may be terminated at any time. The employee and the Union are not entitled to exercise the grievance procedure to contest the employee's dismissal.
- 14.3 If an employee must be off work for longer than ten (10) days, his probationary period will be extended by the same period.
- 14.4 During the probationary period, an employee's seniority is recognized and can be exercised once the probationary period is completed.
- 14.5 An employee who has not completed his probationary period cannot apply for another position at the University.

ARTICLE 15

VACATION LEAVE

15.1 In addition to the continuous service definition inscribed in Article 1.12 of the Agreement, the term 'continuous service' refers for this Article to: the period during which the employee has worked for the University and has received from this institution his regular salary; this excludes any period during which the employee has collected long-term disability insurance benefits or during which the payment of his regular salary has been interrupted for any reason whatsoever.

15.2 The accumulation of the vacation leave is determined according to the table below which takes into account the year(s) of continuous service by the employee, based on the hours worked weekly.

Newly hired employees will have an accrual rate of 1.25 d/m = 15 d/y based on a forty (40) hour week.

Continuous Service	32 hours (1669.71)			36 hours (1878.43)			40 hours (2087.14)			Vacation Rate (art. 15)
	Hours per Year	Hours per Pay	Days per Year	Hours per Year	Hours per Pay	Days per Year	Hours per Year	Hours per Pay	Days per Year	
0	96	4.00	12.00	108.0	4.50	13.50	120.0	5.00	15.00	0
1	102.4	4.27	12.80	115.2	4.80	14.40	128.0	5.33	16.00	6.13%
2	102.4	4.27	12.80	115.2	4.80	14.40	128.0	5.33	16.00	6.13%
3	102.4	4.27	12.80	115.2	4.80	14.40	128.0	5.33	16.00	6.13%
4	102.4	4.27	12.80	115.2	4.80	14.40	128.0	5.33	16.00	6.13%
5	128	5.33	16.00	144.0	6.00	18.00	160.0	6.67	20.00	7.67%
6	128	5.33	16.00	144.0	6.00	18.00	160.0	6.67	20.00	7.67%
7	128	5.33	16.00	144.0	6.00	18.00	160.0	6.67	20.00	7.67%
8	128	5.33	16.00	144.0	6.00	18.00	160.0	6.67	20.00	7.67%
9	128	5.33	16.00	144.0	6.00	18.00	160.0	6.67	20.00	7.67%
10	128	5.33	16.00	144.0	6.00	18.00	160.0	6.67	20.00	7.67%
11	134.4	5.60	16.80	151.2	6.30	18.90	168.0	7.00	21.00	8.05%
12	134.4	5.60	16.80	151.2	6.30	18.90	168.0	7.00	21.00	8.05%
13	140.8	5.87	17.60	158.4	6.60	19.80	176.0	7.33	22.00	8.43%
14	140.8	5.87	17.60	158.4	6.60	19.80	176.0	7.33	22.00	8.43%
15	160	6.67	20.00	180.0	7.50	22.50	200.0	8.33	25.00	9.58%
16	160	6.67	20.00	180.0	7.50	22.50	200.0	8.33	25.00	9.58%
17	160	6.67	20.00	180.0	7.50	22.50	200.0	8.33	25.00	9.58%
18	160	6.67	20.00	180.0	7.50	22.50	200.0	8.33	25.00	9.58%

19	166.4	6.93	20.80	187.2	7.80	23.40	208.0	8.67	26.00	9.97%
20	166.4	6.93	20.80	187.2	7.80	23.40	208.0	8.67	26.00	9.97%
21	179.2	7.47	22.40	201.6	8.40	25.20	224.0	9.33	28.00	10.73%
22	179.2	7.47	22.40	201.6	8.40	25.20	224.0	9.33	28.00	10.73%
23	185.6	7.73	23.20	208.8	8.70	26.10	232.0	9.67	29.00	11.12%
24	185.6	7.73	23.20	208.8	8.70	26.10	232.0	9.67	29.00	11.12%
25	192	8.00	24.00	216.0	9.00	27.00	240.0	10.00	30.00	11.50%

15.3 Any employee who accumulates continuous service will be credited with annual leave hours as set out in Table 15.2. These annual leave hours will be paid either at their normal rate of pay or at a percentage rate (%) as set out in Table 15.2, whichever is higher.

15.4

15.4.1 Annual leave can be utilized as accumulated monthly during the course of the year, prorated to the accumulations specified in Articles 15.2 to 15.38.

15.4.2 Except for employees on probation, up to ten (10) days of unearned annual leave may be borrowed and utilized.

15.4.3 Except for employees on probation, an employee may accumulate the equivalent of one year of annual leave and up to ten (10) additional days of annual leave (without exceeding this amount at any time).

15.4.3.1 By exception, and for valid reasons, the director may authorize an accumulation of annual leave of up to ten (10) days in excess of that mentioned in article 15.9.3. A copy of this authorization must immediately be sent to Human Resources Service.

15.4.4 Annual leave is accumulated on a pro-rata of months of continuous service worked, in accordance with articles 15.2 to 15.8.

15.5 The periods during which each employee shall take this vacation leave during the year shall be determined as provided in Article 15.11.

15.6 Employees who, by virtue of this article, are entitled to vacation leave must notify their Supervisor, of the time at which they prefer to take their leave.

In case of conflict, the factors listed in 15.13 a), b) and c) and 15.13.1 shall be considered to determine who shall be granted preference regarding choice of vacation.

The Employment Standards Act of Ontario gives the University the right to determine at which time of the year an employee can take annual leave. As far as possible, this determination must take the employee's wishes into account.

15.7 Employees who become ill during a period of vacation leave will be entitled to sick leave provided that the employee advises the University on the first day of such illness that the employee will be on sick leave and provided further that the employee produces upon his return to work a medical certificate acceptable to the University and covering the entire period of the sick leave.

15.8 Any employee eligible for a vacation leave of three (3), four (4), five (5), or six (6) weeks shall take the third, fourth, fifth, and sixth weeks of vacation at a time he will have agreed upon with his or her supervisor.

In case of a conflict, the supervisor shall consider:

- a) the requirements of the position and operational requirements;
- b) the wishes of the employee;
- c) the employee's seniority in the division concerned.

Employee vacation choices must be made in writing according to the following schedule:

Vacation Period	To Be Requested By	Posting Date
June 1 to August 31	March 31	April 15
December 15 to January 15	November 1st	November 15

Employees may request annual leave for a period of up to two (2) consecutive weeks at a time.

Requests for single days or additional weeks of vacation will be considered after the above-mentioned posting dates, on a first-come, first-served basis.

15.8.1 Leave is granted to employees provided that at least fifty (50%) percent of the workforce is present in each trade category.

NOTE: The Supervisor may, at his or her discretion, make an exception to the standard in exceptional circumstances.

- 15.9 Employees who become eligible for additional annual leave because of the number of years of continuous service, in accordance with Articles 15.4 to 15.8, will see the accumulation increase on the anniversary date of appointment that corresponds to the required number of years of continuous service.
- 15.9.1 The employee must transmit electronically his leave demand to the Supervisor, for approval. If authorized, the assistant Director of the Physical Resources Services sends this leave demand to the Human Resources Service, who are responsible for recording all leaves of absence in the employee's personal file.
- 15.10 Vacations shall be spread out over two (2) consecutive weeks or correspond to two (2) one (1) week period. For the rest of the vacation hours, an employee can, if he wishes, take them in half- days or full days.

ARTICLE 16

COURT LEAVE

- 16.1 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 he is not one of the parties involved.
- 16.2 The employee shall inform the Director in writing as soon as possible and must substantiate his court appearance with the appropriate documents.
- 16.3 Pay received during court leave will be decreased by any amount paid by the court for jury duty. Court leave does not apply to employees who are serving a prison sentence.
- 16.4 An employee called before a civil or criminal court or administrative tribunal in a case where he is involved is eligible for leave without pay or can use days of annual leave to that effect.

ARTICLE 17

SPECIAL PAID LEAVES

17.1 Upon request, an employee shall be granted a paid special leave for the following circumstances listed in this Article.

Pay for such leave shall be limited to the normal number of hours that the employee was scheduled to work in each calendar day at the employee's classified rate. This also includes employees on compressed work schedules. The day or days of the leave of absence for which the employee shall receive pay will be limited to those days on which the employee is scheduled to work and does not work.

17.2 PERSONAL LEAVE

A special leave with pay will be granted to an employee for an annual maximum of three (3) working days by the concerned Division Head for any other circumstances deemed exceptional.

By exceptional circumstances of the previous paragraph, we mean certain emergencies or family obligations 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 take all reasonable steps to keep his or her absences from work to a minimum.

Special leave cannot be granted for periods during which the University is closed or if the employee is already on an authorized leave.

17.3 BEREAVEMENT

- a) If requested by the employee, a leave of absence with pay to a maximum of five (5) consecutive working days shall be granted for the purpose of attending the funeral where death or deaths occur in the employee's immediate family. Immediate family, for the purpose of this article, shall be limited to the employee's mother, father, foster-mother, foster-father, sister, brother, spouse, children, mother and father of employee's present wife or last deceased wife if not remarried. For the purposes of this article, the words spouse, husband, and wife may be replaced by cohabitant. If the funeral for the death of someone in the employee's immediate family takes place during an annual leave period, the number of annual leave days used to attend the funeral will be reimbursed, with a maximum of five (5) days, as specified above.

- b) An employee shall be granted a leave of absence with pay to a maximum of three (3) consecutive working days for the death of a grandchild of the employee or his spouse. When the funeral following the death takes place more than three hundred and twenty (320) kilometers away from Ottawa (200 miles), the employee shall get one (1) day of additional paid leave.
- c) One (1) day will be granted for the death of a sister-in-law, a brother-in-law, an uncle, an aunt, nephew, niece and grandparent of the employee or his spouse, for the purpose of attending the funeral. However, if the funeral takes place at a distance greater than three hundred and twenty (320) kilometers from Ottawa (200 miles), the employee shall get one (1) day of additional paid leave.

17.4 **BIRTH LEAVE**

In addition to the provisions in Article 25 'Childcare Leave', an employee can claim birth leave and receive one hundred percent of his salary, without this leave being considered part of the benefits and leave covered by provincial laws, for a maximum of three (3) working days.

Such leave is claimed by an employee who is not the birth mother, within five (5) days of the birth of a child.

17.5 **WEDDING**

Once during his employment at the University, an employee has the right to five (5) working days of leave for his own wedding. The employee must submit this request at least four (4) weeks in advance.

17.6 **MOVING**

An employee shall be granted one (1) working day of paid leave for moving his own permanent place of residence and must provide proof of change of address to the Leave Sector. Such leave can be used only once per calendar year.

17.7 **VARIOUS LEAVES PROVIDED FOR BY THE ONTARIO EMPLOYMENT STANDARDS ACT**

Employees can benefit from the following non-paid leaves provided for by the Ontario Standards Act:

- Family Medical Leave
- Organ Donor Leave

- Family Caregiver Leave
- Critical Illness Leave
- Child Death Leave
- Crime-Related Child Disappearance Leave
- Domestic or Sexual Violence Leave
- Emergency Leave, Declared Emergencies
- Reservist Leave

Employees who request it must submit to the University as soon as possible the appropriate supporting documents in order to benefit from one of the leaves.

In the event of changes to the terms and conditions of these leaves in the Ontario Employment Standards Act, the University is committed to the new terms and conditions.

17.8 **ATTENDANCE AT COMPULSORY RELIGIOUS SERVICES**

An employee is granted paid leave when the employee must attend a mandatory religious service taking place during work hours. The University sets the amount of time deemed adequate to attend the service.

ARTICLE 18

LEAVE OF ABSENCE WITHOUT PAY

- 18.1 The term leave without pay” refers to an authorized leave during which an employee does not receive a salary.
- 18.2 During a leave without pay, the employee’s position must be kept available, even if a replacement is hired.
- 18.3 To authorize a leave without pay, the following criteria must be considered:
- a) the reason for the leave;
 - b) the duration of the leave;
 - c) the employee’s seniority;
 - d) the projected length of service after the return to work;
 - e) the possibilities of obtaining, on a temporary basis, a competent replacement;
 - f) the employee’s performance.

Human Resources Service is at the disposal of the director for consultation.

- 18.4 Employees who take a leave without pay may continue to take part in the University’s pension plan and all of its insurance plans.

The employee must therefore agree in writing, before their departure, to pay the total amount of these benefits, i.e. the contribution of the employer and that of the employee for both the insurance premiums and the University’s pension plan.

Human Resources Service will advise the employee of the amount required to maintain participation in the various benefit plans. This amount is based on the employee’s salary at the time of departure.

- 18.5 The Director may grant a leave without pay for a period not in excess for one year. A leave without pay for a period in excess of one year requires the approval of the Administrative Committee.
- 18.6 It is agreed that an employee may be granted leaves of absence without pay for less than thirty (30) days for personal reasons as long as the permission of the

Supervisor concerned is first asked and obtained. Such leaves will not be unreasonably denied, providing that:

- a) if the leave of absence necessitates a change of schedule and the payment of premium time under Article 7.3, it may not be granted unless another employee accepts to replace the employee concerned on a mutual relief basis under Article 7.6;
- b) if the leave of absence does not necessitate a change of schedule and the payment of premium time under Article 7.3, it may be granted only if another employee of the division concerned is available to replace the employee concerned during his leave of absence. If such a leave of absence necessitates overtime pay for the replacing employee or necessitates the hiring of an additional employee, it may not be granted.

18.7 Any employee who does not report for duty shall be considered as being absent without permission, unless he previously has received permission from the Supervisor of the division concerned.

18.8 Any employee covered by the Agreement who is elected to an executive office of the Union shall receive every consideration of the University, to make it possible for him to attend Union meetings or conventions. An employee who is elected or appointed to an official position within the Union shall be granted, upon written request, leave of absence without pay for a period not exceeding twenty-four (24) months and maintain full seniority rights. Not more than one (1) employee shall be on such leave at any one time.

18.9 If an employee has to attend classes forming part of his formal training in an Apprenticeship Program of the Ministry of Education and Training, he shall be granted leave without pay with the understanding that the employee shall be receiving benefit from the Employment Insurance Commission. However, the University shall maintain in force during that time all fringe benefits, including the right to accumulate vacation time credits.

ARTICLE 19

STRIKES AND LOCK-OUTS

- 19.1 No lockouts, strikes, slowdown or other collective action on the part of the University, the employees or the Union, which will stop or interfere with the normal operation of the undertakings of the Employer, shall be permitted during the duration of the Agreement.
- 19.2 Should another union go on strike and set up picket lines at the University, the employees covered by the bargaining unit to this agreement shall continue to report to work and carry out their regular duties. However, employees shall not be required to cross these picket lines if the risk of bodily harm is evident.

ARTICLE 20

HARRASSMENT AND DISCRIMINATION

- 20.1 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 foster a safe and healthy workplace free of harassment, discrimination and violence.
- 20.2 There shall be no discrimination or harassment against any employee based on any prohibited grounds listed in the Ontario Human Rights Code.
- 20.3 Pursuant to the Ontario Human Rights Code and the Ontario's Occupational Health and Safety Act:
- a) The University undertakes to maintain an environment free of harassment, violence and discrimination in which each employee is treated with respect and dignity and is able to contribute fully and enjoys equal opportunity.
 - b) The University, with the participation of the Bargaining Unit, undertakes to develop a policy on harassment, violence and discrimination in accordance with the Ontario Human Rights Code.
 - c) Pursuant to the Ontario Human Rights Code, 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, violence and discrimination at the University.
- 20.4 The Parties, including the employee, further undertake to collaborate in a spirit of respect throughout the implementation of reasonable accommodation measures.

ARTICLE 21

TRANSFER

- 21.1 In the event the University establishes a campus at another location, employees will be granted preference of similar positions. The University agrees to notify all employees prior to commencement of operations in order that they may make application. Such transfers will be considered at the employee's request, and the employee shall continue to enjoy full seniority rights and such privileges as may have been granted to him during his past service.

ARTICLE 22

SICK LEAVE

Definitions:

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

- 22.1 A regular employee who has not completed his probationary period accumulates one (1) paid day of sick leave per month, which can be used during his probationary period.
- 22.2 A regular employee who has 3 months of continuous service can receive the following sick leave benefits if he meets 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 is 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

22.3 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 his agent shall notify the Health, Wellness Sector, of any change to the expected return date as soon as it becomes known.
- 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) This medical note shall contain, at a minimum, the following information: consultation date, absent dates, doctor's name, College of Family Physicians registration number and doctor's signature. The Health and Wellness Sector must receive the note within five (5) working days after the return to work.
- c) A University 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 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.

Medical certificates have to be renewed on a monthly basis.

- d) At any time during the sick leave, the University may require the employee to undergo a medical examination by a university-appointed doctor to determine if the employee is eligible for sick leave benefits. The University will pay for the examination. The University can verify the reason for the absence and determine the nature and length of the absence.
- e) In the case where an employee has done or produced a false statement or if the reason of the absence is other than sickness, the University may take appropriate disciplinary measures.
- 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) 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.
- g) In normal work-related circumstances, the University's sick leave plan is not intended to allow an employee to benefit from a period of therapeutic rest for reasons of anxiety, fatigue, stress or for other similar reasons resulting from personality conflicts with his supervisor, legitimate disciplinary measures or any other similar reason as determined by the Health and Wellness Sector.
- h) The employees must enter the sick leaves taken in the University's leaves electronic system.

Accommodation

- 22.4 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.
- 22.5 When an employee who has not been given sick leave benefits requires reasonable accommodation according to his attending physician, the University can obtain an assessment from a specialist to determine the functional limitations and the accommodations required. The University will pay the cost of such examinations.

- 22.6 The employee shall notify the Health and Wellness Sector, of the health condition, disability or impairment preventing him from meeting the job requirements.
- 22.7 The employee provides the Health and Wellness Sector, in strict confidentiality, the information and documents from health professionals to explain the nature and extent of the accommodation requested.
- 22.8 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 consider to meet the employee's needs.

Return to Work from a Sick Leave

- 22.9 When a sick leave exceeds more than twenty (20) working days, the employee must provide a document attesting that he is fit to work from his attending physician 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

- 22.10 An employee returning from sick leave as a result of a workplace accident can return to the position that he held before the workplace accident, with or without reasonable accommodation, if he returns within the period of one hundred and nineteen (119) days of sick leave. If the absence is longer, the University will adhere to the following conditions (the shortest term apply):
- up to one (1) year after the employee was declared fit to resume the core duties of his position in connection with a return to the employee's position;
 - two (2) years after the injury or sickness;
 - the date on which the employee reaches 65 years of age.

Confidentiality

- 22.11 In order to protect confidentiality, medical notes and certificates must be forwarded directly by the employee to the Health and Wellness Sector.
- 22.12 An employee is not required to disclose either the nature of the illness or the name of the attending physician to his Supervisor.

22.13 The Health and Wellness, will not disclose information contained in medical records or medical information without the employee's written consent. In accordance with article 22.7, this does not include information on the accommodations required for a return to work.

22.14 **Renewal of Sick Leave Benefit Period**

To have the maximum one hundred and nineteen (119) day sick leave period renewed, the University may require a certificate of good health, which is to be granted by the attending physician. An employee who has received sick leave benefits must:

- a) return to work for one (1) full working day in the case of a completely unrelated and different disability 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 days, the employee cannot take annual leave.

Limitations

22.15 An employee who misses work after receiving a notice of termination of employment is not eligible for sick leave benefits unless he provides a certificate of disability issued by a doctor and accepted by the Health and Wellness Sector.

22.16 Sick leave benefits cannot be accumulated and are never reimbursable.

22.17 When an employee is injured or sick during a leave without pay:

- The employee is eligible for a 119 days sick leave period, only if he has registered as per Article 18.4;
- The Employee shall notify the Health and Wellness Sector as soon as the sick leave period starts;
- Then, at the end of the leave without pay period, the Employee will be eligible to receive paid sick leaves for the rest of the 119 days period in progress.

22.18 Employees who are not accepted by the Long-Term Disability Insurance Plan shall not receive sick leave benefits. If the attending physician 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.

22.19 Sick leave benefits (119 days) 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) Riots, wars or willful participation in disorderly conduct.
- 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) Pregnancy (however, complications arising from the pregnancy are covered by this article upon presentation of a medical certificate from the University of Ottawa).
- e) While vacation pay is also being received.
- f) A strike, except if the valid disability started before the beginning of the strike and a medical certificate was provided prior to the strike.
- g) All beauty treatments or cosmetic procedures other than for health reasons.
- h) When the employee reports sick for work and on the same day attends a course or another job.
- i) The employee is under suspension and the suspension was not overturned through the grievance process.

Drug Addiction, Alcoholism and Other Recognized Addictions

22.20 When disability stems from drug addiction, alcoholism or any other addiction recognized as a disability, benefits are to be granted only during the leave required for the treatment of these conditions by a physician or another specialist identified by the University. Treatment for such a disability, such as a treatment program or a recovery plan, must be approved by the Health and Wellness Sector.

Leave for Medical Appointments and Treatments

22.21 Employees shall endeavor at all s 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.

22.22 Reasonable notice must be given to the Supervisor when a medical appointment or treatment has been scheduled.

22.23 A maximum period of three and a half (3.5h) hours is granted for preventive or diagnostic appointments with a doctor, dentist or optometrist. If an absence of more than three and a half (3.5h) 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.

22.24 All appointments for medical treatment purposes are accounted for and treated as sick leave and validated by the Health and Wellness 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.

Long Term Disability Program

22.25 Only regular employees who have completed their probationary period will participate in a long-term disability program for which the University pays 100 per cent of the monthly premiums based on sixty percent (60%) of the Bargaining Unit employees' regular base salary.

22.26 When an employee is on sick leave for a sufficient length of time to foresee that he may need to avail himself of long term disability insurance, the Health and Wellness Sector will take the necessary steps to notify the employee of the actions that he will need to take to apply for benefits from the insurance provider.

22.27 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.

22.28 An employee is considered to be disabled when he is eligible for long term disability benefits. The period of the employee's disability is considered to be continuous, notwithstanding the return to his full-time duties, provided that his return to work does not exceed one hundred and eighty (180) consecutive calendar days.

22.29 An employee on disability does not accumulate annual leave. Any period during which an employee is on disability will be considered, for pension plan purposes, to be a period of full-time employment at the University. An employee is not eligible for any leave while on long-term disability.

22.30 An employee shall have no work load obligations while he is 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 will be maintained as if he was not on disability, but the employee does not make any contributions.

22.31 When the employee's total disability ends and he resumes all or a portion of his work load, the remuneration granted by the University will be based on the base salary determined pursuant to 22.29.

22.32 Subject to the approval of the Director, an employee can undertake a portion of his work load as per his doctor's opinion, giving due regard to the employee's medical condition. Such approval shall not be 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 (Employee and Employer contributions), 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.

ARTICLE 23

SEVERANCE PAY AND LAY-OFFS

- 23.1 In case of lay-offs, seniority in a given job classification in a division shall be the determining factor. The employee having the least seniority in a given job classification shall be laid off first. In this case, the Parties will establish together a classification seniority list applicable to the layoffs. The parties may also discuss alternative measures.
- 23.2 When an employee is laid off he shall have the option of displacing an employee in a lower job classification providing he is competent to do the job and he has more seniority within the Bargaining Unit in the division concerned than the employee in the lower job classification. When an employee exercises this option, he shall be paid at the rate of the lower classification.
- 23.3 If applicable, the employee laid off in a division can exercise his Bumping Right only if he has the competency and more seniority in the Bargaining Unit for bumping a less senior employee in another division.
- 23.4 In the case of job openings, employees previously laid off will be invited, within a period of twenty-four (24) months from the date of their lay-off, to apply for any vacant position within the Bargaining Unit for which they are competent. At equal competence, the seniority acquired within the Bargaining Unit will be the determining factor.
- 23.5 An employee will lose his seniority and will be deleted from the recall list if he fails to advise the University within five (5) days of receipt of notice to return to work which he will have received and signed personally, of his intention to return or fails to report for work on the date and at the time specified in the said notice. The time of coming back to work could be extended by mutual agreement up to fifteen (15) working days.
- 23.6 It shall be the duty of the employee to notify the University promptly of any change of their address. If any employee should fail to do so, the University will not be responsible for failure of such notice to reach the employee.

Abolition of position

- 23.7 The University will notify the Union five in writing (5) months in advance of the date employees may be laid-off. Affected employees will be notified of a permanent lay-off five (5) months in advance or such employees will receive payment of five (5) months' notice in lieu-of or an amount proportional to the period of notice not completed. In the event of employee's reduction due to technical and/or

administrative changes, severance pay will be paid according to the period of continuous service in the Bargaining Unit, as followed:

Continuous Service	Severance Pay
12 months	2 weeks
2 years	4 weeks
3 years	6 weeks
4 years	8 weeks
5 years	10 weeks
6 years	12 weeks
7 years	13 weeks
8 years	13 weeks
9 years	13 weeks
10 years	14 weeks
11 years	15 weeks
12 years	16 weeks
13 years	17 weeks
14 years	18 weeks
15 years	19 weeks
16 years	20 weeks
17 years	21 weeks
18 years	22 weeks
19 years	23 weeks
20 years	24 weeks
21 years	25 weeks
22 years	26 weeks
23 years	26 weeks

ARTICLE 24

PENSION PLAN AND EARLY RETIREMENT ALLOWANCE

24.1 Barring any agreement to the contrary between the Parties, the University maintains in force the University of Ottawa Retirement Pension Plan and the benefits included therein for the duration of the Agreement.

24.2 The University will take steps to propose to the University's Board of Governor a review of the membership in the Pension Plan Committee in order to add to the Pension Plan Committee's membership a nomination by the Union of one (1) employee. The nominee to the Pension Plan Committee will represent the Bargaining Unit of the Agreement and the Bargaining Unit pursuant to the Agreement between the University and the Union representing the employees of the Power Engineers, Local 772- A of the International Union of Operating Engineers.

24.3 **All employees hired after November 15, 2019, will not be considered eligible for the early retirement allowance.**

Employees attaining the age of 55 who wish to take early retirement from the University shall be entitled to receive on retirement an allowance calculated as follows:

For those who have reached the age 60 or factor 90 at the time of retirement, the formula will be $\$215.00 \times \text{number of years of continuous service at the University} \times \text{number of years before the normal retirement date}$ (the maximum multiplication factor is 5*).

For those who have not reached the age 60 or factor 90 at the time of retirement, but are between the ages 55 to 59, the formula will be $\$180.00 \times \text{number of years of continuous service at the University} \times \text{number of years before the normal retirement date}$ (the maximum multiplication factor is 5*).

24.4 The Multiplier factor shall be determined according to the age of the employee at the date of retirement.

24.5 This Multiplication factor will be balanced by the number of completed months of employment divided by 12 for a year that is not completed as follows:

age 55 to 60 - factor 5

age 61 - factor 4

age 62 - factor 3

age 63 - factor 2

age 64 - factor 1

24.6 Salary determination for pension plan purposes

a) All active employees employed as of September 22, 2011, will be subject to the following grandfather clause. It has been agreed that the following premiums will be deemed pensionable:

- Article 6.4: Lead Hand Replacement Premium;
- Article 6.5: Scheduled Work Premium between 17:00 hours to 7:00 hours;
- Article 6.8: Seniority Premium.

b) For all employees hired after September 22, 2011, the predetermined pensionable premium is limited to the following premium:

- Article 6.5: Scheduled Work Premium between 17:00 hours to 7:00 hours.

ARTICLE 25

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 he adopts 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

25.1 Eligibility

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

25.2 Duration

- 25.2.1 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.
- 25.2.2 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.
- 25.2.3 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.
- 25.2.4 When an employee gives birth later than expected, post-natal leave shall last at least six (6) weeks.
- 25.2.5 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.

25.3 **Benefits**

- 25.3.1 Employees on 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 contribution.
- 25.3.2 Employees on maternity leave continue to accumulate seniority as if they were at work.

B. Parental Leave

25.4 **Eligibility**

All employees who have completed thirteen (13) weeks of continuous service at the University are entitled to adoption or childcare leave. During this leave, the employee retains the right to his position or to an equivalent position. A regular employee may avail himself of Article 11 'Promotions, demotions, lay-offs and recall, if their position is eliminated or displaced.

25.5 **Duration**

Employees are eligible for leave of up to sixty-one (61) weeks for persons having just taken maternity leave and sixty-three (63) weeks for others. The leave must begin no later than seventy- eight (78) weeks following the adoption of the child or after the employee first obtains care of the child.

- 25.5.1 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.
- 25.5.2 Employees planning to take advantage of parental leave must submit written notice at least two (2) weeks before the leave.
- 25.5.3 An employee may shorten parental leave by advising the University at least four (4) weeks in advance.

C. Benefits

- 25.6 Employees 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's contribution.
- 25.6.1 Employees on parental leave continue to accumulate seniority as if they were at work.

D. Extra Remuneration

25.7 Maternity Leave

Employees who hold a regular position at the University, for a minimum of twelve (12) months of continuous service and who are entitled to maternity leave receive the following benefits:

For up to a maximum of seventeen (17) weeks, which includes the waiting period (if applicable), the University shall pay to 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.

Parental Leave

Employees who hold a regular position at the University, for a minimum of twelve (12) months of continuous service and who are entitled to maternity leave receive the following benefits:

25.8. During the six (6) week period, which includes the waiting period (if applicable), the University shall pay to the employee the difference between:

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

25.9 Conditions

- a) To qualify for the extra benefit, the employee shall provide HR with evidence that she/he has applied for and will be in receipt of applicable government program benefits, including the amount of that benefit.
- 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 his 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 she receives 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.

25.10 **Restrictions**

Extra benefits are not payable in the following cases:

- a) Employees who have received a termination of employment notice before having advised the University of their pregnancy, the adoption or the upcoming birth (father);
- b) Employees who have 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) Employees who have submitted their resignation before having advised the University of their pregnancy, the adoption or the upcoming birth (father);
- d) Employees who have been suspended for disciplinary reasons before having advised the University of their pregnancy, the adoption or the upcoming birth (father) when the suspension takes place during maternity or parental leave;
- e) Employees who take part in a strike or work stoppage;
- f) If the employee who does not meet the requirements for Employment Insurance benefits as determined under the applicable government programs.

E. Extra Leave

- 25.11 Following maternity leave, an employee may request a one (1) year leave of absence without pay.
- 25.12 Following parental leave (without maternity leave before the parental leave), the employee may request a one (1) year leave of absence without pay.
- 25.13 A one (1) year leave of absence without pay but with job security may be approved at the discretion of the Director, who shall keep the position available for the employee's eventual return to work.

- 25.14 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 Director.
- 25.15 If an employee wishes to return to work after a two-year leave of absence, for three (3) months he will have the right, like other regular internal candidates, to apply for a position, notwithstanding the conditions listed in the article covering seniority. If at the end of this three-month period the employee has not found another position, his employment at the University will automatically be terminated.
- 25.16 Employees 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 to a two (2) year unpaid leave of absence without job security.
- 25.17 The choice must be made in writing at least two (2) weeks before the end of maternity or parental leave.
- 25.18 A two (2) year unpaid leave may be taken by either parent, if both work at the University.
- 25.19 An employee cannot be compelled to take annual vacation time during maternity or parental leave but can use it to extend his leave.
- 25.20 If the mother dies in childbirth, the spouse, in the event that he has legal custody of the child, shall be entitled to the equivalent to maternity leave rights.

ARTICLE 26

PREVENTION OF ACCIDENTS

- 26.1 It is mutually agreed the Parties hereto shall cooperate to the fullest possible extent towards the prevention of accidents and the promotion of safety and health. Negligence or failure by an employee to comply with rules and procedures established by the Employer in this regard may be subject to disciplinary action.
- 26.2 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).
- 26.3 The University, the Bargaining Unit and the 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.
- 26.4 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) 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.
- 26.5 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.

ARTICLE 27

MEAL ALLOWANCE

- 27.1 An employee, who is required to work beyond his regular scheduled workday, will be provided with a meal allowance of eighteen dollars (\$18) starting from the signature of the Agreement, after the employee has worked two consecutive hours of overtime and for every consecutive 4-hour period of overtime thereafter.
- 27.2 An employee who is called back to work by virtue of Article 8 of this Agreement, or an employee who works overtime on an unscheduled day shall receive a meal allocation of eighteen dollars (\$18) starting from the signature of this Agreement, after four (4) consecutive hours of work and for every consecutive four (4) hour period thereafter.

ARTICLE 28

UNIFORMS

28.1 The University shall continue to provide and replace, as required, what is currently provided for uniforms, clothing and equipment, it deems necessary for employees to perform their duties. The employees shall wear their uniforms and ensure, at their own expense, their cleanliness.

A new ordering system will be put in place in order that employees may order what is required as part of their job.

28.2 The University agrees to reimburse up to three hundred dollars (\$300) every two (2) years for replacement safety lenses and frames that meet University standards and specifications; a purchase receipt is also required. When glasses are no longer useful because of normal wear and tear or because of breakage, the University agrees to reimburse up to three hundred dollars (\$300) dollars for replacement safety lenses and frames that meet University standards and specifications.

28.3 At the latest on January 15 of each year, the University will pay the sum of two hundred and seventy-five dollars (\$275) to each employee covering the purchase of one annual pair of safety boots.

ARTICLE 29

TIME OFF FOR UNION BUSINESS

- 29.1 The University will give time off, without loss of salary, to two (2) Union delegates of the bargaining committee to attend bargaining sessions between the Parties. The Union can add another delegate on the bargaining committee, as long as the Union reimburses the University, the employee's salary and benefits, at the latest, thirty (30) days after the Agreement's ratification.
- 29.2 The University grants two (2) hours per week to one Union delegate of the Bargaining Unit for union business. The Union representative has to make a request to the immediate supervisor of the Union delegate cannot refuse union leave without valid reason.
- 29.3 In the case of a grievance, the Union delegate of the division concerned will have time off from work, without loss of salary, to attend at these meetings, and this, only if his presence is necessary.

ARTICLE 30

GROUP INSURANCE

30.1 Eligibility for group insurance

- a) Unless otherwise provided for by the Agreement or insurance plans in effect, all regular employees covered by the Agreement are eligible for group insurance from their starting date in a regular position.
- b) 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 30.11 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.
- c) Barring any provision to the contrary in the insurance contracts in effect, when an active employee dies, his spouse and dependants continue to have access to the collective insurance benefits for one (1) year.

30.2 Group Insurance

Barring any Agreement to the contrary between the Parties to the Agreement, the terms and conditions governing the following collective insurance contracts shall remain the same as the ones in effect at the time of the ratification of the Agreement:

- Basic employee life insurance
- Basic dependant life insurance
- Optional Life Insurance for Employees, Spouse and/or Eligible Dependents
- Extended health insurance plan
- Basic dental insurance
- Optional dental insurance
- Optional accidental death and dismemberment insurance
- Basic long term disability program
- Optional long-term disability

- Health care spending account

30.3 Basic Employee Life Insurance

Regular employees will participate in a basic life insurance plan for which the employee pays 100 per cent of the monthly premiums.

30.4 Basic Life Insurance

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

30.5 Optional Life Insurance for Employees. Spouse and/or Eligible Dependents

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 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 employee and spouse.

30.6 Extended Health Insurance Plan

Regular employees will participate in an extended health insurance plan. The cost of the extended health insurance premiums is shared between the employee and the University. The University pays 90% of the premiums, and the employee, 10%.

30.7 Basic Dental Insurance

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

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

30.8 Optional Dental Insurance

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.

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

30.9 Optional Accidental Death and Dismemberment Insurance

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.

30.10 Long Term Disability Program

Only regular employees who have completed their probationary period will participate in a long-term disability program for which the University pays one hundred per cent (100%) of the monthly premiums based on sixty percent (60%) of the employees' regular base salary. The University agrees to continue the current practice with regard to the payment of insurance policy premiums.

30.11 Optional Long-Term Disability

The employee has 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.

30.12 Health Care Spending Account

Employees are provided with an annual Health Care Spending Account for their usage, in accordance with specific guidelines stipulated by CRA and the insurance contract.

ARTICLE 31

RECOVERY OF MONIES

- 31.1 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 within thirty (30) days of the overpayment, the University shall subtract the moneys owed up to a maximum of 30% of the net pay, starting with the first paycheck that follows, until the overpayment is paid back.
- 31.2 The maximum time for a refund agreement with an employee is twelve (12) months. At the end of this period, all the amount due has to be recuperated.
- 31.3 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.
- 31.4 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 the last pay.

ARTICLE 32

ACCESS TO CERTAIN POLICIES

- 32.1 Employees continue to receive benefits provided under the following policy, in respect of which the University shall consult with the Bargaining Unit before making changes:
- Policy 22: Tuition Exemptions and Bursary for Spouses and Dependents:
- 32.2 Regular employees may take a self-funded leave under the terms and conditions of Policy 46A of the University.
- Although authorizing a self-funded leave is at the discretion of the Director, leave will not be denied without just cause.
- 32.3 In the case of a contradiction between a policy and a provision of the Agreement, the Agreement shall be applicable and shall take precedence.

ARTICLE 33

LABOUR/MANAGEMENT COMMITTEE

- 33.1 A Labour/Management Committee comprised of three nominees from the Union and three nominees of the University shall be created to address minor difficulties and concerns which may arise during the Agreement. The Parties agree that the Committee shall schedule in advance regular meetings at least four times a year. The meetings may be cancelled where there is no agenda and either party may convene a special meeting to deal with emergency situations.
- 33.2 A Technical Training Committee will meet every six (6) months to agree on the next six (6) months of technical training needed by employees of Local 772-B and on the priority for such training. The committee is made up of three (3) union representatives and three (3) University representatives. Its recommendations are reached and put forward by consensus. If consensus cannot be reached for training, the final decision is made by the Director of the Physical Resources Service. The committee does not deal with training needs related to competencies; this facet of employee development is handled one on one by the supervisor and employee concerned.

CAREER FUND DEVELOPMENT

- 33.3 The regulations for the Refresher Leave will be applicable to the employees of local 772-B. A Career Development Fund will be created with a maximum of \$2,500 per year. This fund will be available jointly between the 772-A and 772-B groups. The guidelines will be defined and discussed between the 772-A and 772-B groups at the Labour/Management Committees for approval by the Director of the service.

ARTICLE 34

TERMINATION OF CONTRACT

34.1 All the provisions of this contract shall remain into force with the full effects they involve, for a three (3) year term terminating June 30, 2026.

Salary Increases:

On July 1st, 2023: 3.5%

On July 1st, 2024: 3%

On July 1st, 2025: 2.5%

APPENDIX A

Should the University put in place new programs for early retirement during the term of the Agreement, these programs will also be offered to employees of Local 772-B.

APPENDIX B

Following the negotiations undertaken between Local 772-B and the University of Ottawa, and upon ratification of the Agreement by the Parties, the following provisions will apply for the duration of the Agreement, from July 1, 2023, to June 30, 2026.

a) DENTAL PLAN

If there is an improvement of the University's dental plan for support staff, the staff of 772-B will be eligible for the changes made.

b) JOB SECURITY

Within the scope of the Agreement, employment security is granted to employees who are currently employed.

c) PERMANENT CHANGE OF WORKING HOURS

The University agrees it must negotiate any permanent change of normal work hours it deems necessary between 4 p.m. and midnight and / or between one-minute past midnight and 8 a.m. in order to guarantee both optimal performance and enough flexibility to meet its needs and that of its staff.

d) CREATION OF A NEW POSITION AT GUINDON HALL

The University agrees that the new position to be created at and assigned to Guindon Hall shall be that of Lead Hand, Electrical. Titles of future positions created for and assigned to Guindon Hall shall be determined according to the job description.

e) TRAINING

A maximum of two (2) general repairmen, who will finish successfully the training and the examinations to obtain the locksmith certification (The Ontario Association of Locksmiths), will be paid according to the rate applicable for locksmith as stated in article 6.1.

f) PERFORMANCE APPRAISAL

A performance appraisal based on development of competencies and the establishment of performance measures will be completed annually for each employee.

g) GRANDFATHER CLAUSE

Thirty-two (32) Hours Weekly Schedule

Dominique Lévesque-Lirette and Denis Bourgon retain the privilege of working on a thirty-two (32) hours weekly schedule. Nevertheless, if they move from that schedule, the privilege shall cease without the possibility to return to that schedule.

h) Letter of Intention

The Union presented its demands regarding Lead-Hand positions for monetary recognition in connection with the duties and responsibilities to be fulfilled in a Lead-Hand position. The Parties will undertake to discuss this topic at the Labour/Management committee.

APPENDIX C

WAGES

Job Title	New Base Rate 3.5% July 1, 2023	New Base Rate 3.0% July 1, 2024	New Base Rate 2.5% July 1, 2025
Electrical Division			
Lead Hand Technician (Electricity)	\$ 50.00	\$ 51.50	\$ 52.79
Lead Hand, Projects and Facilities (Electricity)	\$ 50.00	\$ 51.50	\$ 52.79
Technician 1-A (Electricity)	\$ 46.85	\$ 48.26	\$ 49.47
Certified Electrician Fire Panels	\$ 39.59	\$ 40.78	\$ 41.80
Electrician	\$ 38.09	\$ 39.23	\$ 40.21
Technician (Electricity) I	\$ 44.46	\$ 45.79	\$ 46.93
Technician (Electricity) II	\$ 39.81	\$ 41.00	\$ 42.03
Technician (Electricity) III	\$ 34.96	\$ 36.01	\$ 36.91
Instrumentation Division			
Lead Hand (Instrumentation)	\$ 49.97	\$ 51.47	\$ 52.76
Lead Hand, Projects and Facilities (Instrumentation)	\$ 49.97	\$ 51.47	\$ 52.76
Technician 2A (Instrumentation)	\$ 46.82	\$ 48.22	\$ 49.43
Technician 1A (Instrumentation)	\$ 45.35	\$ 46.71	\$ 47.88
Technician I (Instrumentation)	\$ 42.93	\$ 44.22	\$ 45.33
Technician II (Instrumentation)	\$ 39.80	\$ 40.99	\$ 42.01
Technician III (Instrumentation)	\$ 34.96	\$ 36.01	\$ 36.91
Plumbing Division			
Lead Hand Plumber	\$ 41.71	\$ 42.96	\$ 44.03
Lead Hand, Projects and Facilities (Plumber)	\$ 41.71	\$ 42.96	\$ 44.03
Certified Backflow Plumber	\$ 39.65	\$ 40.84	\$ 41.86
Plumber	\$ 38.08	\$ 39.22	\$ 40.20
Locksmithing Division			
Lead Hand Locksmith	\$ 38.93	\$ 40.10	\$ 41.10
Locksmith	\$ 36.26	\$ 37.35	\$ 38.28
General Repairman Division			
Lead Hand General Repairman	\$ 36.57	\$ 37.67	\$ 38.61
General Repairman	\$ 34.53	\$ 35.57	\$ 36.46
Tech. Building Envelope and Sinister	\$ 36.87	\$ 37.98	\$ 38.93
Transportation Division			
Lead Hand Truck Driver	\$ 33.73	\$ 34.74	\$ 35.61
Truck Driver	\$ 30.74	\$ 31.66	\$ 32.45
General Division			
Lead Hand, Grounds	\$ 33.73	\$ 34.74	\$ 35.61
Groundsman	\$ 30.74	\$ 31.66	\$ 32.45
Security System Division			
Lead Hand (Security System)	\$ 49.97	\$ 51.47	\$ 52.76
Technician 2A (Security System)	\$ 46.82	\$ 48.22	\$ 49.43
Technician 1A (Security System)	\$ 45.35	\$ 46.71	\$ 47.88
Technician I (Security System)	\$ 42.93	\$ 44.22	\$ 45.33
Technician II (Security System)	\$ 39.80	\$ 40.99	\$ 42.01
Technician III (Security System)	\$ 34.96	\$ 36.01	\$ 36.91

APPENDIX D

772B Compressed Schedule (Article 7.13)

Employees can request to work compressed hours. The establishment of the compressed work schedule is done by considering operational needs and in an agreement with the immediate supervisor, who cannot refuse without valid reason.

Regular workday is 8 hours per day.

Employees working a **36-hour schedule** who request a compressed schedule are required to work an additional (1) hour 4 days per week to accumulate the 8 hours required for the compressed day off.

Week 1	8+1	8+1	8+1	8+1	Regular Day Off
Week 2	8+1	8+1	8+1	8+1	Compressed Day Off

Employees working a **40-hour schedule** who request a compressed schedule are required to work an additional (1) hour 5 days one week and 3 days the following week to accumulate the 8 hours required for the compressed day off.

Week 1	8+1	8+1	8+1	8+1	8+1
Week 2	8+1	8+1	8+1	8	Compressed Day Off

When an employee takes time off (vacation, family related leave, sick leave, etc.), they are only able to take the contracted hours per day (8 hours). They need to make up the additional hour to take their compressed day, or they can use banked overtime or annual leave to make up the difference on the compressed day (art. 7.13.10).

Examples:

36-hour schedule – statutory holiday

Week 1	Statutory holiday (8)	8+1	8+1	8+1	Regular Day Off
Week 2	8+1	8+1	8+1	8+1	1 hour vacation or banked OT and 7 hours compressed

36-hour schedule – 2 weeks vacation

Week 1	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation	Regular Day Off
Week 2	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation

36-hour schedule – 3 weeks vacation

Week 1	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation	Regular Day Off
Week 2	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation
Week 1	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation	Regular Day Off
Week 2	8+1	8+1	8+1	8+1	4 hours vacation or banked OT and 4 hours compressed

40-hour schedule – statutory holiday

Week 1	Statutory holiday (8)	8+1	8+1	8+1	8+1
Week 2	8+1	8+1	8+1	8+1	Compressed Day Off

OR

Week 1	Statutory holiday (8)	8+1	8+1	8+1	8+1
Week 2	8+1	8+1	8+1	8	1 hour vacation or banked OT and 7 hours compressed

40-hour schedule – 2 weeks vacation

Week 1	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation
Week 2	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation

40-hour schedule – 3 weeks vacation

Week 1	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation
Week 2	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation
Week 1	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation
Week 2	8+1	8+1	8+1	8+1	4 hours vacation or banked OT and 4 hours compressed

OR

Week 1	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation
Week 2	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation
Week 1	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation	8 hours vacation
Week 2	8+1	8+1	8+1	8	5 hours vacation or banked OT and 4 hours compressed

LETTER OF AGREEMENT

Between

THE UNIVERSITY OF OTTAWA

(the University)

And

Local 772B, International Union of Operating Engineers (IUOE)

(the Union)

Specific agreement — rest time

- Whereas** discussions between the parties were held on November 6, 2020;
- Whereas** the current provisions outlined in article 8.4 of the collective agreement;
- Whereas** it is difficult to call employees back to work between midnight and 3 a.m.;
- Whereas** employees' health and safety.

The Parties agree to the following, without prejudice or precedent:

1. In the event of a callback to work by the University worked between midnight and 3 a.m., the employee who ends his callback to work within eight (8) hours before the start of the employee's normal shift will be entitled to take eight (8) hours of rest time.
2. For all other callbacks, the current provisions of article 8.4 will continue to apply.

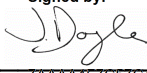
Here is a non-exhaustive list of examples:

- An employee called back to work at 10 p.m. who finishes the callback at 11 p.m. are entitled to 6 hours' rest before their normal shift begins.


- An employee called back to work at 10 p.m. who finishes the callback at 1 a.m. are entitled to 8 hours' rest before their normal shift begins.
- An employee called back to work at 3:30 a.m. who finishes the callback at 5 a.m. are entitled to 6 hours' rest before their normal shift begins.
- An employee called back to work at 2:30 a.m. who finishes the callback at 3:30 a.m. are entitled to 8 hours' rest before their normal shift begins.
- An employee called back to work at 10 p.m. who finishes the callback at 5 a.m. are entitled to 8 hours' rest before their normal shift begins.

In witness whereof, the parties have signed this on 7/30/2024.


UNIVERSITY OF OTTAWA

Signed by:



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Jennifer Doyle
 Vice-President, Finance and Administration

Signé par :


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Jean-Yves Hinse
 Associate Vice President, Human Resources

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Kristie Faasen
 Senior Director, Labour and Employee Relations

DocuSigned by:


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Geoffrey Frigon
 Associate Vice President, Facilities

Signé par :


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Sylvie Pilotte
 Human Resources Business Partner

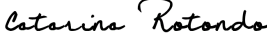
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Jacques Nadeau
 Senior Director, Operations


UNION

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Greg Hoath
 IUOE

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Catarina Rotondo
 IUOE

Signed by:


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Steve Daigle
 Union Delegate

Signed by:


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Eric Beaudin
 Union Delegate

Signed by:


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Luc Copping
 Union Delegate

Signed by:

Mathieu Hudon

Mathieu Hudon (Spokesperson)

Senior Lead Advisor, Labour and Employee Relations

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 (hereinafter referred to as 'The Act');

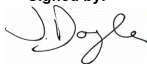
Whereas the Union was certified by the OLRB at the time;


And whereas the Parties determined that there were no female dominated job classes at the time, requiring the creation of a Pay Equity plan for this bargaining unit;

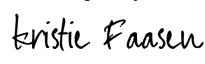
- 1) The Parties agree that it is advisable to meet to review the current composition of the bargaining unit, to determine jointly if there are presently any female dominated job classes, pursuant to the provisions of the Act.
- 2) This process follows Pay Equity process recommendations that there should be a periodical review of the Pay Equity plan in effect and the gender distribution and is intended for a review on a go forward basis only.
- 3) It is understood that the results of this review will apply only during the period of the Agreement and Forward.
- 4) The working group will be comprised of an equal number of local representatives and no more than three (3) from each the University and the Union. Union representatives shall be given time off without loss of salary or benefits to prepare and attend this meeting.
- 5) Each Party may be accompanied by their own external Specialist.
- 6) The working group will begin to meet no later than July 15, 2020.
- 7) Should the Parties determine that there are female dominated job classes, which need review pursuant to the provisions of the Act, the Parties will jointly negotiate and develop a Pay Equity Plan.
- 8) If required, pursuant to the provisions of the Act, the Parties on the Committee shall mutually agree to the plan, purpose and terms of reference and develop the framework and procedures to be used to conduct the job evaluations, according to the Hay Job Evaluation System.


In witness whereof the Parties have signed on this 7/30/2024

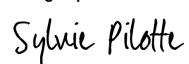
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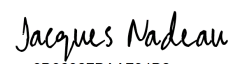
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Jennifer Doyle
Vice-President, Finance and Administration


Signé par :

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Jean-Yves Hinse
Associate Vice President, Human Resources

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Kristie Faasen
Senior Director, Labour and Employee Relations

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Geoffrey Frigon
Associate Vice President, Facilities

Signé par :

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Sylvie Pilotte
Human Resources Business Partner


Signed by:

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Jacques Nadeau
Senior Director, Operations


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Mathieu Hudon (Spokesperson)
Senior Lead Advisor, Labour and Employee Relations


UNION

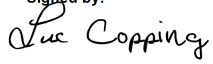
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Steve Daigle
Union Delegate

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Eric Beaudin
Union Delegate

Signed by:

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Luc Copping
Union Delegate

LETTER OF AGREEMENT

CALLS AT HOME INDEMNITY FOR HOUSE TO RESOLVE A PROBLEM OR TO CARRY OUT SURVEILLANCE TASKS THAT CAN BE COMPLETED AT DISTANCE

The Parties agrees that this work is irregular and to that effect the remuneration shall be established in regards to the work being accomplished, under the following conditions:

An employee from the instrumentation sector called back to work after their normal hours of work indicated in the schedule and that the University is asking to try to resolve a problem or to carry out surveillance tasks at distance, by having access to the network via the Web, will be paid under the following;

- A maximum of two (2) hours at the normal rate for all continuous work completed in less than two (2) hours;
- If the work takes more than two (2) hours, the employee shall be paid a maximum of two (2) hours and not for all the working time used to resolve a problem or carrying out surveillance tasks; and
- If during that two (2) working hours another problem arises, the work will be considered as only one problem and executed in continuity.

In the case where the situation demands a call back to work, the employee will go back to the workplace and will be paid under Article 8.1. However, the call back time will be calculated starting from the initial call. Travel time to the workplace is not compensated.

The Parties agree that the provisions of this letter of agreement will be in effect for the duration of the Agreement.


The provisions of this letter of agreement are established has a pilot project and will be evaluated at labour management meetings to analyze and justify the real benefits to the University. At all times, the Director of Physical Resources Service can cancel this pilot project. The cancellation of the pilot project cannot be the object of a grievance by the Union and/or one of their members.


Terms and Working Conditions

The parties recognizes that the Agreement Local 772-B represents the only document establishing the terms and working conditions of that group and that each bargaining agent negotiates the terms and working conditions for their respective groups, without considering the working conditions that could have been negotiated by other unionized employees groups and/ or non-unionized at the University.

In witness whereof the Parties have signed on this 7/30/2024.


UNIVERSITY OF OTTAWA


Signed by:

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Jennifer Doyle
Vice-President, Finance and Administration

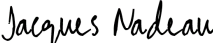
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Jean-Yves Hinse
Associate Vice President, Human Resources


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Kristie Faasen
Senior Director, Labour and Employee Relations

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Sylvie Pilotte
Human Resources Business Partner

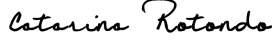
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Jacques Nadeau
Senior Director, Operations


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Senior Lead Advisor, Labour and Employee Relations


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Union Delegate

Signed by:

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Luc Copping
Union Delegate

LETTER OF AGREEMENT

DISCUSSIONS ON ARTICLES 6.2 AND 8.4 OF THE AGREEMENT

Considering the discussions at the bargaining table;

Considering the Union demands on Article 8.4;


Considering the University demands on Article 6.2;

The parties agree to this:

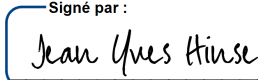
- 1) At the latest 90 days after the signature of the Agreement, a joint committee composed of two representatives of each party will meet to discuss these articles and to try to find reasonable solutions or provisions, in order to come to an agreement.
- 2) In the event of an agreement, the Parties will sign a letter of agreement that will modify Article 6.2 and 8.4 of the Collective Agreement.

In witness whereof the Parties have signed on this 7/30/2024.

UNIVERSITY OF OTTAWA

Signed by:


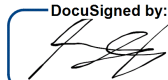
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Jennifer Doyle
 Vice-President, Finance and Administration

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Jean-Yves Hinse
 Associate Vice President, Human Resources

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Kristie Faasen
 Senior Director, Labour and Employee Relations

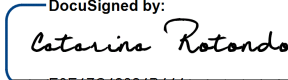
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Human Resources Business Partner

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Luc Copping

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Luc Copping

Union Delegate

Signed by:

Jacques Nadeau

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Jacques Nadeau

Senior Director, Operations

Signed by:

Mathieu Hudon

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Mathieu Hudon (Spokesperson)

Senior Lead Advisor, Labour and Employee Relations

LETTER OF AGREEMENT

Between

THE UNIVERSITY OF OTTAWA

(the University)

And

**The union representing the employees of the Trades, Grounds and
Transportation, Local 772-B of the International Union of Operating Engineers**

(the Union)

**Special Agreement –Hiring Criteria for Electricity Technicians, Instrumentation
Technicians and Security System Technicians**

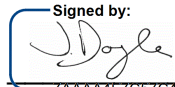
- Whereas** discussions between the Parties during the bargaining sessions;
- Whereas** developments in recent years in post-secondary education programs in the fields of electricity, instrumentation, and security systems;
- Whereas** that the current requirements set out in Article 6.2 of the collective agreement date back at least to 1995, and that the current structure of the hiring criteria set out in Article 6.2 has remained unchanged since then;
- Whereas** that this structure limits the University's ability to attract qualified and experienced candidates;
- Whereas** that the industrial sector and the University's operational requirements have evolved;

Without prejudice or precedent, the Parties agree to the following:

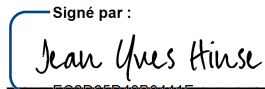
1. A joint committee will be formed and the Parties will meet thirty (30) days after ratification of the collective agreement to establish a meeting schedule.
2. A union representative will be accompanied by one (1) steward and one (1) union member from each of the following divisions: electricity, instrumentation, and security systems. The University will be represented by five (5) University representatives.
3. Discussions will be based on Article 6.2 proposed by the University and tabled on June 26, 2023 for the classification of technician positions.
4. Any changes to Article 6.2 must be the subject of a letter of agreement signed by the Parties.

In witness whereof, the Parties have signed on 7/30/2024.

UNIVERSITY OF OTTAWA

Signed by:


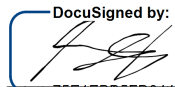
 Jennifer Doyle
 Vice-President, Finance and Administration

Signé par :


 Jean-Yves Hinse
 Associate Vice President, Human Resources

DocuSigned by:


 Kristie Faasen
 Senior Director, Labour and Employee Relations

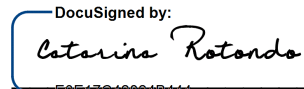
DocuSigned by:


 Geoffrey Frigon
 Associate Vice President, Facilities


UNION

DocuSigned by:



 Greg Hoath
 IUOE

DocuSigned by:


 Catarina Rotondo
 IUOE

Signed by:


 Steve Daigle
 Union Delegate

Signed by:


 Eric Beaudin
 Union Delegate

Signé par :

Sylvie Pilotte

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Sylvie Pilotte

Human Resources Business Partner

Signed by:

Luc Copping

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Luc Copping

Union Delegate

Signed by:

Jacques Nadeau

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Jacques Nadeau

Senior Director, Operations

Signed by:


Mathieu Hudon

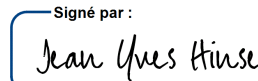
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Mathieu Hudon (Spokesperson)


Senior Lead Advisor, Labour and Employee Relations

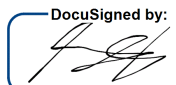
IN WITNESS WHEREOF, the Parties have hereunto affixed their hands at the City of
Ottawa, on 7/30/2024.

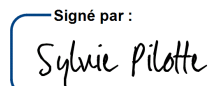
UNIVERSITY OF OTTAWA

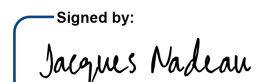
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Jennifer Doyle
Vice-President, Finance and Administration

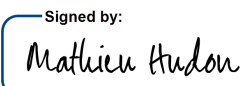
Signé par :

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Jean-Yves Hinse
Associate Vice President, Human Resources

DocuSigned by:

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Kristie Faasen
Senior Director, Labour and
Employee Relations


DocuSigned by:

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Geoffrey Frigon
Associate Vice President, Facilities

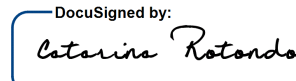
Signé par :

162CA7507E944F1...
Sylvie Pilotte
Human Resources Business Partner


Signed by:

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Jacques Nadeau
Senior Director, Operations


Signed by:

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Mathieu Hudon (Spokesperson)
Senior Lead Advisor, Labour and Employee Relations

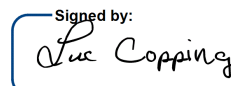
UNION

DocuSigned by:

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Greg Hoath
IUOE

DocuSigned by:

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Catarina Rotondo
IUOE

Signed by:

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Steve Daigle
Union Delegate

Signed by:

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Eric Beaudin
Union Delegate

Signed by:

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Luc Copping
Union Delegate