

Collective Agreement

Between

The University of Ottawa



uOttawa

And

**The Professional Institute of the Public Service
of Canada**



For the University of Ottawa Information

Technology Professionals (UOITP)

From May 1, 2023 to April 30, 2026

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

- 1.1** The purpose of this Agreement is to establish and maintain harmonious relationships between the University, its employees and the Institute, and to set out the employment conditions on which agreement has been reached through the collective bargaining process.

ARTICLE 2 - DEFINITIONS

Agreement

This collective agreement

Continuous service

A period of service without more than thirteen (13) consecutive weeks of uninterrupted employment relationship.

Demotion

The permanent appointment of an employee from one regular position to another regular position at a lower salary grade.

Employee

Any person covered by the Bargaining unit and governed by the Agreement.

Employee representative

An Institute Steward who is a member of the Group, or a member of the Group executive committee or a representative who is an Institute employee.

Employment on a special project

An employment contract for a special project with a maximum determinate duration of three (3) years.

Fiscal year

The period corresponding to the University fiscal year, i.e., from May 1 of the current year to April 30 of the subsequent year.

Full-time employee

An employee who holds a full-time position.

Full-time employment

Employment at 35 hours per week.

Immediate supervisor

The line supervisor who holds a position at a rank higher than that of an employee and to whom an employee report. This person is the first level of authority for an employee. When an employee has both a functional line supervisor and an administrative line supervisor, the immediate supervisor is the administrative line supervisor. The title of the latter's position is identified in the job description.

Liaison officer

The Director of Labour and Employee Relations, or their delegates in Labour Relations, who alone are empowered to deal with any problems relating to labour relations, discussions or negotiations and agreements with the Institute.

Part-time employee

An employee who holds a part-time position.

Part-time employment

Employment at more than 24 hours a week but less than 35 hours a week.

Personnel file

An employee's official file is that retained at the Human Resources Service. It is agreed that administrative units may retain administrative documents and that any such documents kept elsewhere or in any other manner are not considered part of the official file. After making an appointment with the Human Resources Service, an employee has the right to consult his file that holds the University and to be accompanied by an Institute representative.

Promotion

A permanent appointment of an employee from one regular position to another regular position at a higher salary grade.

Regular employee

An employee who holds a regular position.

Regular employment

A regular indeterminate position.

Temporary assignment

The assignment of a regular employee to a term employment or to replace an employee in a regular position while the former retains his substantive position.

Term employee

An employee who holds a term position.

Term employment

A determinate work contract.

Transfer

The permanent appointment of an employee from one regular position to another regular position at the same salary grade.

The Bargaining unit

The unit described in the certification dated January 25, 2008, and for which the Institute is certified to represent (number 3320-06-R).

The Group

The affiliate of the Institute comprised of University employees who are members for the Group of the Information Technology Professionals of the University of Ottawa (UOITP).

The Institute

The union, the Professional Institute of the Public Service of Canada.

The Parties

The University and the Institute.

The University

The employer, the University of Ottawa.

ARTICLE 3 - OFFICIAL TEXTS

- 3.1** Both the English and the French texts of this Agreement are official. In the English version of this Agreement, the pronouns “they/them/theirs” are used to denote gender neutral persons both singular and plural. The French language does not allow, unlike English, to designate a person or a group by a neutral pronoun. If a simple or clear epicene formulation cannot be found by the Parties, a male formulation will be used without discrimination. In view of the fact that the conditions of employment for the employees in this bargaining unit are set out in this Agreement, it is understood that in the event of contradiction between a provision in this Agreement and any other custom, rule, policy or practice of the University, the provisions in this Agreement prevails.

ARTICLE 4 - HARASSMENT, DISCRIMINATION AND VIOLENCE

- 4.1** The values of the University of Ottawa and the Institute uphold the practice of respect, fairness and courtesy, and the importance of demonstrating human dignity within professional relationships. Success in the practice of these values will foster a safe and healthy workplace free of harassment, discrimination and violence.
- 4.2** There shall be no discrimination or harassment against any employee based on any prohibited grounds listed in the Ontario Human Rights Code. Workplace harassment, workplace sexual harassment and workplace violence are also prohibited by the Occupational Health and Safety Act.
- 4.3** For the purpose of this collective agreement the following definitions will apply:
- a) Workplace harassment: engaging in a course of vexatious comment or conduct against a worker in a workplace or an activity related to work, that is known or ought to reasonably be known to be unwelcome.
 - b) Workplace sexual harassment: engaging in a course of vexatious comment or conduct against a worker in a workplace or during an activity related to work because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.
 - c) Workplace violence: the exercise of physical force by a person against a worker, in a workplace or during an activity at work, that causes or could cause physical injury to the worker, an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, a statement of behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.
 - d) Sexual violence: any sexual act or any act aimed at the sexuality, sexual identity or expression of a person's sexual identity, whether physical or psychological, which is committed, threatened or to be attempted against a person without their consent. These include sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.
- 4.4** Pursuant to the Ontario Human Rights Code and the Ontario Occupational Health and Safety Act:

a) The University undertakes to maintain an environment free of workplace harassment, violence, sexual violence and discrimination in which each employee is treated with respect and dignity can contribute fully and enjoys equal opportunity.

b) The University, employees, the Bargaining Unit and the Institute are committed to adhere to the University's Policy 67a, "Prevention of Harassment and Discrimination" and 'Policy 67b "Prevention of Sexual Violence" and their associated regulations.

c) Pursuant to the Ontario Human Rights Code and the Ontario Occupational Health and Safety Act, each employee has the right to work in an environment free of harassment, violence and discrimination. The University, including employees, is responsible for fostering and maintaining an atmosphere free of harassment and discrimination at the University.

4.5 In accordance with Ontario's Occupational Health and Safety Act, University Policy 67a on the Prevention of Harassment and Discrimination and Policy 67b on the Prevention of Sexual Violence shall be reviewed regularly in consultation with the Institute.

4.6 The parties, including the employee, further undertake to collaborate in a spirit of respect throughout the implementation of reasonable accommodation measures.

4.7 Employees shall not be discriminated against, interfered with, imposed restrictions, retaliated against or coerced because of the employee's membership in the Institute, involvement in trade union activities, or for exercising his or her rights under the Collective Agreement, the Ontario Occupational Health and Safety Act, or the Human Rights Code.

4.8 Domestic Violence and the Workplace

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

4.9 Should a member decline to be accompanied by a Union Representative during an investigation, in any aspect, they will be asked to sign a note in writing confirming this. The University will advise the Institute where appropriate.

4.10 The provisions set out in these articles or in University policies shall in no way affect an employee's right to exercise the remedies open to him under the Ontario Human Rights Code within the time frames set out therein nor limits the Institute's right to the grievance and arbitration procedure (article 14 and article 15).

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1** All the functions, rights, powers and authority that the University has not specifically abridged, delegated or modified by this Agreement are recognized by the Institute as being retained by the University.

ARTICLE 6 - RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1 Strike or lockout

The University must not declare a lockout and the Institute must not call for any form of strike, work stoppage or slowdown for the term of this Agreement.

In the event of a strike or lockout affecting another University union, an employee does not lose any wages provided he has complied with University or Protection Services directives and he is not required to perform the duties of employees who are on strike or in lockout.

6.2 Policies

The University informs the Institute of any material changes to general policies or regulations affecting employees in the bargaining unit, insofar as possible, in advance or no later than the time it informs its employees. The Institute may formulate observations pertaining to them.

6.3 Other University personnel

Except in the case of strike or lockout, University personnel not included in the bargaining unit are not to perform duties normally carried out by employees covered by the Agreement, other than:

- in an emergency;
- to provide a critical service where there is a shortage of employees qualified to perform the task;
- for employee training;
- where these duties are performed by consultants working on temporary special projects;
- where these duties are subcontracted in accordance with Article 39;
- where these duties fall within the scope of a confidential position excluded from the Bargaining unit on these grounds.

6.4 Specific agreement

No specific agreement between an employee and the University in respect of working conditions differing from the conditions prescribed in this Agreement is valid without the Institute's written approval.

6.5 University representative

The University acts through its HR Services when dealing with the Institute regarding any labour relations, discussions, collective bargaining and agreement issues.

6.6 Copies of Agreement

The University sends an electronic copy of the ratified Agreement to the Institute for review within sixty (60) days of its ratification by the Parties.

An electronic copy of the Agreement is published on the Human Resources website.

An electronic copy of the Agreement is sent to employees who request it from the Human Resources Service. Printed copies of the Agreement shall be provided to the Institute, to a maximum of thirty-five (35) copies.

An electronic copy of the current Agreement is given to new employees at the time they are hired.

All costs associated with printing and copying the Agreement covering Institute members are borne by the University. The Parties agree on the composition and presentation of the Agreement before it is printed.

ARTICLE 7 - UNION RECOGNITION

7.1 Sole bargaining agent

The University of Ottawa (University) recognizes the Professional Institute of the Public Service of Canada (Institute) as the exclusive bargaining agent and representative of the employees covered by the bargaining unit described in the certificate delivered in Toronto on January 25, 2008, by the Ontario Labour Relations Board (3320-06-R), and further recognizes that the Institute possesses all the rights inherent in such certification. The certificate and the list of exclusions issued by the Ontario Labour Relations Board, including the appendices containing the title and number of the position occupied at that time, are published on the University and the Institute websites.

7.2 Excluded positions

Where the University creates a position it feels should be excluded from the bargaining unit on one of the grounds prescribed in section 1(3)(b) of the Ontario Labour Relations Act, 1995 (OLRA), the University informs the Institute and provides the Institute with a detailed description of the position and its duties. The Institute has thirty (30) days from the date said notice is received in which to object. Such a dispute shall be brought before an arbitrator in accordance with the provisions of Article 14. The burden of proof at arbitration therefore rests with the University.

ARTICLE 8 - TRADE UNION REGIME AND UNION DUES

8.1 Union membership

As a condition of employment, all employees will join the Institute in order to maintain their employment.

8.2 Union dues

The University deducts from every employee's salary for each pay period ending on the 15th day of the month any regular or special fee established by the Institute. Before the date on which a new union fee or new rate comes into effect, the Institute sends written notice at least thirty (30) days before the implementation of the new union fee.

These deductions are made in the pay period of the month following the start of employment.

The University sends to the Institute any special fees deducted by the fifteenth (15th) day of the month following the month during which the fees were deducted. Such remittance is accompanied by a list identifying:

- surname and given name;
- employee number;
- annual base salary;
- amount deducted for the period;
- total amount deducted since January 1 of the current year;
- class of position;
- full-time equivalent (FTE);
- home address;
- uOttawa email address;
- preferred language of correspondence;
- status (regular or term employee);
- seniority date;
- faculty or service and department;
- INTRA address;

- effective date of the employee's departure, if applicable, and the reasons for the departure as they appear in the Record of Employment.

The list is sent in the appropriate electronic format.

- 8.3** In the event that union dues are not collected because of an administrative error, the University undertakes, upon written notification by the Institute to that effect, to collect the amount not remitted within thirty (30) days of said notice. Monthly union fee deductions are doubled up until the full unpaid amount has been collected. The Institute notifies the employee.
- 8.4** The University does not collect any union fees in the following cases:
- 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).
- 8.5** The Institute indemnifies and holds the University harmless from any claims, suits, attachments and any form of liability as a result of deductions authorized by the Institute and any information stated in 8.2.

ARTICLE 9 - GROUP ACCESS TO UNIVERSITY SERVICES

9.1 Mail, electronic mail and miscellaneous services

After receiving prior approval from the Labour Relations sector, Human Resources Service, the Institute may send out notices or invitations by internal electronic mail. Such communications are addressed to bargaining unit employees personally.

The Institute may use the electronic mail address issued by the University to its staff (@uottawa.ca) to communicate with its members.

In all cases, the Institute adheres to University policy on the content of documents, in terms of style, respect and politeness between the parties.

Subject to recovery of operating costs, the Institute may use certain University services, namely internal mail and photocopying of documents. It is agreed that priority is given to work carried out to meet the University's obligations with regards to the University's student- related or administrative operations.

9.2 Meeting rooms

The Institute has access to the University's classrooms and conference rooms, subject to the same rules governing use, booking and costs as apply to internal University groups, in accordance with the rules of the Conventions and Reservations sector.

9.3 Group office

The Group is provided an office free of charge, and its location, equipment and services are negotiated between the Parties.

9.4 External representatives

The representatives of the Institute who are not included in the Bargaining unit have access to the University for the purpose of consulting with the Group managers, and participating in Group meetings, negotiations and consultations with the University.

ARTICLE 10 - LEAVE FOR UNION BUSINESS

10.1 Paid leave credits

A total of nine hundred and ten (910) hours of paid leave credits per fiscal year are available for use by employee representatives who are members of the Bargaining unit to attend to union business.

Each quarter, the Group president, or the vice-president in the absence of the president, provides the University with a schedule of leave credits to be used in order for staffing the union office. The scheduled dates may be changed to accommodate a holiday or to replace a scheduled employee representative who is a member of the bargaining unit who will be absent. Changes are to be made in accordance with the provisions stipulated in 10.7.

The University provides the Group president with a monthly statement of any leave credits used in excess of those set out in the schedule.

10.2 Collective bargaining

The University grants leave to employees designated by the Institute to participate in negotiations to renew the Agreement. Employees are granted leave in accordance with 10.6.

10.3 Joint committees

Employees required to sit on joint committees are granted leave in addition to the leave referred to in 10.1, without loss of pay or benefits.

10.4

a) An employee representative who is a member of the Bargaining unit and who wishes to grant leave to an employee in order for the employee to meet with the employee representative during working hours obtains prior authorization from the Human Resources Service, Labour Relations sector. The Human Resources Service in turn informs the employee's immediate supervisor of the absence.

b) An employee requesting leave to meet with an employee representative who is a member of the Bargaining unit about a labour-related matter obtains prior authorization from the immediate supervisor or from the Human Resources Service, Labour Relations sector, which in turn informs the employee's immediate supervisor of the absence.

c) Time used by an employee representative who is member of the Bargaining unit to meet with an employee under the provisions of (a) and (b) is deducted from the leave credits referred to in 10.1. The Group president, or the vice-president in the absence of the president, is responsible for these leave requests.

d) The University must make every attempt to accommodate these meetings. However, where department requirements preclude a meeting at the time requested, the parties must, as soon as possible, agree upon a time that is reasonable given the circumstances.

10.5 An employee representative who is a member of the Bargaining unit who must accompany an employee to a meeting with the University provided for in this Agreement is given leave without loss of pay or benefits for the duration of the meeting and for a reasonable amount of time beforehand in order to prepare for the meeting.

10.6 Where the leave credits provided for in 10.1 have been exhausted or where the Institute so specifies in its request, the Institute may give an employee leave without pay in order for the employee to participate in a union activity. Whenever possible, the Institute makes its request at least five (5) days prior to the date of the activity. If the five (5) day time frame cannot be respected, the Institute advises the University why it is unable to respect the time frame. The University must not unreasonably withhold approval of such a request.

The University continues to pay the wages, benefits, applicable premiums and contributions to benefit plans for an employee granted leave without pay and invoices the Institute once (1) each quarter for these leaves without pay. The Institute reimburses the University within thirty (30) days of the date of this invoice.

10.7 The Group president, or the vice-president in the absence of the president, is authorized to request leave for union business under Article 10, with the exception of leaves provided under 10.6.

Upon written request at least five (5) days in advance from the president or the vice-president, the University grants leave, without loss of pay or benefits, to the Group member or members referred to in the request. If the five (5) day time frame cannot be respected, the Institute advises the University why it is unable to respect the time frame. The University must not unreasonably withhold approval of such a request.

Leave granted under 10.1, 10.4 and 10.6 is in blocks of fifteen (15) minutes.

10.8 Office at the Institute

a) This Article applies to regular employees only.

b) An employee asked to work full time at the Institute makes a request for release time without pay for union business at least thirty (30) days in advance indicating the nature of the work to be performed and the anticipated duration of the absence.

c) The University guarantees an employee's position for a maximum term of one (1) year in the case of a non-elected position. At the end of the one-

year term, the employee may extend the leave without pay for a maximum of two (2) additional years without pay and without a guarantee of the position held prior to taking the leave.

d) The University guarantees the employee's position for a maximum term of three (3) years in the case of an elected position. At the end of the three-year term, the employee may extend the leave without pay without a guarantee of the position held prior to taking the leave for as long as the employee continues to hold an elected office.

e) An employee who wishes to return to the position held prior to taking the leave or to another position at the end of the leave without pay under the provisions of 10.8(c) and (d) gives such notice at least thirty (30) days in advance of the date of return.

10.9 The Parties acknowledge that service requirements take precedence over and supersede any leave for union business. However, the University will attempt to accommodate requests for leave for union business whenever possible. In situations where there is a conflict with work schedules, the parties can try to find a solution, including changing the dates of the leave for union business.

10.10 Within thirty (30) days of the Agreement being ratified, the Institute provides HR Services, Labour Relations sector, with a written list of the name and duties of representatives likely to be granted leave and to act on the Institute's behalf, in accordance with the provisions herein. This list includes the names of the Group's executive committee members, the Institute's union stewards, the members of the bargaining unit, the Institute's employment relations officer assigned to the Group and the members who represent the Institute on the different joint committees referred to in the Agreement. The Human Resources Service, Labour Relations sector, receives notification of any changes to this list.

10.11 Union Orientation

It is agreed that the Union may schedule an orientation session for new employees of not more than one (1) hour in duration quarterly, or on four (4) occasions, in any given calendar year or as agreed to by the parties. The Union shall provide thirty (30) days' advance notice to the Human Resources Service, Labour Relations sector that such a meeting will be taking place. It is agreed that should an orientation session be scheduled by the Union that employees will have the opportunity to meet with a representative(s) of the Union for a period of one (1) hour without loss of pay from scheduled working hours. An employee who is rehired by the University after a break in continuous service may attend one (1) additional session.

ARTICLE 11 - WORKING HOURS

- 11.1** Given the breakdown of working hours under 11.2 and calculated as an annual average, the length of the regular work week is thirty-five (35) hours, for a total of one thousand eight hundred and twenty (1,820) hours a year.
- 11.2** In order for employees to take advantage of reduced summer hours, the hours referred to in 11.1 are broken down throughout the year as follows:
- a) From September 1 to May 31, inclusive, the regular work week is thirty-six and a quarter (36.25) hours, with the workday being seven and a quarter (7.25) hours. The regular daily schedule is 8:45 a.m. to 5 p.m.;
 - b) From June 1 to August 31, inclusive, the regular work week is thirty-one and a quarter (31.25) hours, with the workday being six and a quarter (6.25) hours. The regular daily schedule is 8:45 a.m. to 4 p.m.;
 - c) If operational requirements allow and with the approval of the dean of the Faculty or service director as the case may be, an employee may choose not to participate in the summer work schedule and instead work an annual average of thirty-five (35) hours per week.
- 11.3** The regular work week for the majority of employees consists of five (5) working days, from Monday to Friday. The University sets employee work schedules based on operational requirements and may include a regular work schedule involving weekends or evenings. Such a schedule is outlined in the job description. "Weekend" is defined as Saturday and Sunday.

An employee whose regular work schedule involves weekends has one day off during the week and can, upon request, have at least one weekend off every three (3) weeks. In all cases, the employee's work week involves no more than five (5) days.

For operational reasons and with the employee's consent, an employee's regular work schedule may be changed periodically to include hours outside the regular daily schedule. In such cases, hours worked before 7:30 a.m. are paid at a rate of one and one-half (1 1/2) times the hourly rate. This provision does not apply if a start time prior to 7:30 a.m. is a result of a work schedule set in accordance with 11.4.

The University sets work schedules based on operational requirements. As a result, some schedules may differ from the one described in 11.2. Any such schedules are outlined in the job description for the position.

- 11.4** If necessitated by operational requirements, the work schedule outlined in the job description may be modified upon agreement with the employee concerned and

after the employee has been given at least thirty (30) days notice. If the changes required are necessary for teaching purposes, the schedule takes effect after (15) days. The agreement respects the total annual number of work hours laid out in 11.1. This agreement is signed by the employee, a representative of the Institute, the dean or service director, as the case may be, and a representative from Human Resources. The agreement is kept in the employee's file.

Modified schedules in effect at the time the collective agreement was signed remain in effect and are deemed to have been modified in accordance with the procedure outlined in this Article. Modified schedules are not considered permanent and can be terminated by the University if operational requirements change. An arrangement for a modified schedule must not be terminated without prior consultation with the employee and the Institute. Reasons for ending the arrangement are communicated during the consultation.

- 11.5** Subject to 11.3, the regular workday is an average of seven (7) hours in length. During each workday, employees are entitled to two (2) paid breaks of fifteen (15) minutes each, one in the morning and one in the afternoon, and a one (1) hour unpaid meal break, which generally begins between 11:00 a.m. and 1 p.m.

Employees whose workday is shorter than seven (7) hours in length are entitled to one (1) break of fifteen (15) minutes for every three (3) hours worked and one thirty (30) minute unpaid meal break for every five (5) hours worked.

Breaks are not designed to shorten the workday and, unless necessitated by specific needs of a service, cannot be taken at the beginning or end of the workday or in order to extend meal breaks.

In all cases, break schedules are to be set or authorized by the employee's immediate supervisor.

- 11.6** For the purposes of calculating the number of hours worked in a week, the work week begins at 12:01 a.m. on Sunday and ends at midnight on Saturday.

- 11.7** Terms for Alternate Work Arrangements (Flexible Schedule, Compressed Schedule in 11.8 and 11.9).

a) The terms and conditions for Alternate Work Arrangements in 11.8 and 11.9 shall be agreed to in writing by the University, the employee, the University of Ottawa IT Professionals Group Executive.

b) A request for Alternative Work Arrangement may not be unreasonably denied. Should a request be denied, a written notice shall be provided to the employee.

c) An Alternative Work Arrangement can be for a limited time period and can be terminated if operational requirements change and result in a conflict with such a schedule or if the employee chooses to terminate it.

d) If the University or the employee wishes to terminate or modify an Alternate Work Arrangement, they must consult with the other party and give advanced notice of thirty (30) days. Such consultation will include the reasons for changing or ending the arrangement.

e) All terms and conditions of 11.8 and 11.9 shall be consistent with all other provisions of the Collective Agreement.

11.8 Flexible schedule

Notwithstanding 11.1 and 11.2, employees can, upon agreement with the dean or service director (or their delegate), as the case may be, work flexible hours.

Flexible schedules must include a meal break of at least thirty (30) minutes and two (2) breaks of fifteen (15) minutes each. Flexible schedules cannot allow for the workday to begin before 7:30 a.m. or to end before 3:30 p.m., except during summer hours when the workday cannot end before 3:00 p.m.

Breaks are not designed to shorten the workday and, unless necessitated by specific needs of a service, they cannot be taken at the beginning or end of the workday or to extend meal breaks.

11.9 Compressed schedule

Notwithstanding 11.1 and 11.2, employees can spread their hours over a bi-weekly period, creating one (1) extra day off by working nine (9) days during a period of ten (10) days. The extra day off is determined at the time the compressed schedule is agreed upon.

ARTICLE 12 - OVERTIME

- 12.1** The terms and conditions of this article apply to every employee covered by the Bargaining unit.
- 12.2** Unless addressed in the employee's regular schedule pursuant to 11.4 or 11.5, any work done in addition to or outside of the normal workday or week is deemed to be overtime, and the employee is compensated in time or salary, or a combination thereof, according to his preference, at time and a half (150%) of his hourly rate. An employee who is called back to work between 1am and 7am will be compensated at double time (200%) of his hourly rate.
- 12.3** Notwithstanding 12.2, employees on a flexible or compressed work schedule is paid the overtime rate when asked to work beyond the workday or week provided in the flexible or compressed work agreement.
- 12.4** Only overtime hours previously included in the schedule or authorized by the immediate supervisor are paid under the terms and conditions of 12.2.
- 12.5** Overtime work is optional unless major circumstances require it to avoid serious interference with the working of the University or its activities, cases such as:
- a) To deal with an emergency;
 - b) To ensure that continuous processes or seasonal operations are not interrupted if something unforeseen occurs; or
 - c) To carry out urgent repair work to the University facilities.

An employee will not be required to work more than fourteen (14) consecutive hours.

Overtime work is allocated in turns and equitably among the employees who regularly do the work for which the overtime is being requested.

To the extent that an insufficient number of employees agree to work overtime, and major circumstances so require, employees with the least seniority among those who regularly do the work does the overtime.

- 12.6** When, during cyclical peak periods, special projects or under exceptional circumstances, there is a risk of substantial overtime hours, the concerned employees, the dean or the service director, as appropriate, may agree on what they feel is a reasonable recognition of hours worked in salary or compensatory time. Such agreement will be endorsed by the Institute and the Human Resources Service.

- 12.7** Compensation for overtime in compensatory leave is pursuant to an agreement between the employee and his immediate supervisor and is to be taken in half or full days. However, the supervisor must not deny the compensatory leave without just cause.
- 12.8** Employees will submit a request for payment of overtime worked and meal allowance within forty-five (45) days of having worked the overtime.
- 12.9** Weekend, evening and night premiums do not apply in the case of overtime.
- 12.10** A maximum of fifty (50) hours of overtime, including the time-and-a-half calculation, can be banked during each calendar year to be taken as time off. The choice between overtime pay and banked time is at the employee's discretion. All overtime beyond these fifty (50) hours must be paid.
- 12.11** Subject to advance notice of one (1) month, the employee may draw a portion or all of the banked overtime.
- a) On December 31 of each year, overtime banked between January 1 and September 30 of the current year that has not been drawn is paid in cash.
 - b) On April 30 of each year, overtime banked between October 1 and December 31 of the previous year that has not been drawn is paid in cash.
- 12.12** Employees with banked overtime who are transferred to another faculty or service are paid in cash when they leave the faculty or service where the overtime was worked.
- 12.13** Meal allowance and time

An employee who is required to work beyond his regular scheduled workday is entitled to a meal allowance of seventeen dollars (\$17) after working two (2) consecutive hours of overtime, and after each four (4) consecutive hours of overtime thereafter. When required to work overtime on a day that is not part of that employee's regular schedule, an employee receives the meal allowance after every four (4) hour overtime period. An employee is provided to a meal break of at least thirty (30) minutes for each meal entitlement. These provisions do not apply when the employee works from home.

ARTICLE 13 - CALL BACK TO WORK AND STANDBY

13.1 Call back to work

Compensation earned under this article is compensated in salary or compensatory leave or a combination thereof, subject to Article 12.

13.2 When an employee, after having completed his normal hours of work, is called back to work on campus to perform work for a period of non- contiguous overtime, he shall be entitled to the greater of;

- i) compensation equivalent to four (4) hours' pay straight time; or
- ii) compensation at the applicable rate for his overtime worked.

Any employee who is called back to work to fix a problem from home after having finished their normal workday shall be paid at least one hour at a rate of time and a half (150%) or double time (200%) if he resolves the issue between 11:00 PM and 7:00 AM.

13.3 If, during the time that the employee is performing the task that initiated the recall, an additional task requiring a recall occurs, this new work is deemed to be part of the initial recall.

13.4 Subject to operational needs, the University shall accommodate an employee called back to work between the hours of 11:00 PM and 7:00 AM by allowing him to retake his time at either the beginning or at the end of the shift that immediately follows his call back to work period or apply a flex schedule and start immediately after the called back to work period.

13.5 Standby

i) When the University requires that employees be on standby and available for Call Back to Work outside of normal hours, they must be reachable, available and able to report to work in a timely manner during this standby period. An employee on annual or on sick leave for more than one week cannot be on the standby list or receive the indemnity.

ii) The University provides the employee on standby a communications device.

iii) The University pays him half (1/2) hour wage for each four hours of standby requested, regardless of any Call Back to Work pay.

iv) An employee on standby who manages to resolve a problem from home is paid a minimum of one hour at time and a half (1.5) or paid double time if he resolves a problem between 11:00 PM and 7:00 AM.

v) When an employee regularly neglects his standby availability by failing to respond to the calls made to him may have his name struck from the standby list for three (3) months. Subsequent failures to respond may result in removal from the standby list for one (1) year.

vi) Standby is allocated so as to alternate among the employees who normally do the work for which the standby is required to respond to emergency calls in their sector. The University will endeavour to provide for the equitable distribution of standby duties. The Deans, Directors or delegates determine the required amount of standby. When a single employee normally does the work for which the standby is required, the University ensures that the employee can get, at his request, respite periods of one (1) week out of two (2), including weekends, when he is not required to be available.

ARTICLE 14 - GRIEVANCES

14.1 Grievance

A grievance is defined as any dispute relating to the interpretation, application, administration or alleged violation of this Agreement.

An individual grievance is presented by or in the name of an employee. The employee will be provided a reasonable amount of time without loss of wages should the meeting occur during their scheduled hours of work to participate in the grievance meeting at Level 1 and Level 2 of the grievance process.

Where an employee presenting a grievance at the first level does not wish to be accompanied by an employees' representative, he makes this known by signing the form agreed upon by the parties and provided for this purpose. A copy of this form is sent immediately to the Institute.

A group grievance covers an identical dispute and seeks the same redress for employees of the same faculty or department. Where the employees involved do not have the same supervisor, the grievance is presented immediately at the second level. The grievance is accompanied by a list of the employees who are a party to the grievance and their signatures authorizing the presentation of the group grievance on their behalf. In this case, one of the employees in the group is designated by the Institute to accompany the Institute during discussions at the various levels of this procedure. The employee will be provided a reasonable amount of time without loss of wages should the meeting occur during their scheduled hours of work to participate in the grievance meeting at Level 1, where applicable, and Level 2 of the grievance process.

A policy grievance is one which is presented by the Institute or by the University and raises a question concerning the general application or interpretation of the Agreement. In this case, the grievance is presented immediately at the second level, which is to say to the Director, Labour and Employee Relations, or to the Institute.

No employee or Institute representative belonging to the bargaining unit will suffer reprisals for presenting a grievance.

The parties acknowledge that grievances are to be resolved promptly and undertake to act diligently to do so.

The Institute has carriage of all grievances at Level Two (2) of the grievance procedure and thereafter.

14.2 Dispute resolution

a) Informal discussion:

Before initiating a grievance, an employee, alone or accompanied by a representative from the Institute, may attempt to resolve any dispute during an informal encounter with his immediate superior. From the perspective of prompt dispute resolution, the parties acknowledge that, although not mandatory, informal discussions between employees and their supervisors may often prove useful. The employee will be provided a reasonable amount of time without loss of wages to attend such a meeting should the meeting occur during their scheduled hours of work.

b) First level:

i) Should the parties fail to reach an understanding at the informal discussion stage or if no informal discussion takes place, the employee, or the Institute through its representative, may present a grievance in writing to the University's authorized representative, i.e., the dean of the faculty or the director of the department involved, and send a copy to the Director, Labour and Employee Relations or their designate.

ii) The grievance briefly sets out the dispute and the redress demanded and is presented no later than whichever date occurs last: the twentieth (20th) working day following the incident giving rise to the grievance or the twentieth (20th) working day after the employee first learned of the events giving rise to the grievance.

iii) Recourse to the informal discussion provided for in 14.2 a) stops the clock on the aforementioned twenty (20) working days time limit; the countdown begins again only after a written decision is issued by the immediate supervisor following this informal discussion, or no later than five (5) days after this discussion.

iv) Within ten (10) working days following the presentation of the grievance, the University's representative, alone or accompanied by the Director, Labour and Employee Relations or their designate, meets with the employee and his representative if so desired, and try to resolve the grievance.

v) The University's authorized representative issues a written decision that is to be sent to the other party and his representative within fifteen (15) working days of receiving the grievance.

c) Second level:

i) Should the Parties fail to resolve the grievance at the first level, the employee's representative may submit the grievance to the Director, Labour and Employee Relations or their designate within the fifteen (15) working days following the reply by the University's authorized representative, or in the absence of such reply, following the expiration of the time limit for replying.

ii) The Director, Labour and Employee Relations or their designate meets with the employee's representative in the company of the employee at the second level within ten (10) working days of receiving the second-level grievance and attempts to resolve the grievance. The Director, Labour and Employee Relations or their designate issues a written decision that is to be sent to the Institute with a copy to the employee within fifteen (15) working days of the meeting provided for in the preceding paragraph.

d) Referral to arbitration:

Should the Parties fail to resolve the grievance at the second level, the Institute informs the Labour Relations sector in writing of its intent to refer the grievance to arbitration within sixty (60) days of the reply from the Director, Labour and Employee Relations or their designate, or in the absence of a reply, on expiration of the time limit for responding. Where the grievance has been presented by the University, its authorized representative has the same time limit for informing the Institute of its intent to refer the grievance to arbitration.

14.3 Abridged Procedure

Any grievance challenging a layoff, dismissal or suspension without pay is presented directly at the second level provided in 14.2 within thirty (30) days of the action being challenged.

14.4 Extension of Time Limits

a) The time limits and levels provided in this article are mandatory unless mutually extended or substituted in writing by the University and the Institute, or unless it is expressly agreed to proceed directly to a specific level.

b) Where the grievance is presented by the University, the same time limits provided in Article 14 for the Institute and the employees applies to the University, and the time limits available to the University also applies to the Institute. If at any time the University's representatives fail to respect the time limits stipulated in this Agreement, the Institute and the person who

presented the grievance may proceed to the next level or refer it to arbitration if need be.

c) Should the employee or the Institute or the University fail to respect the time limits incumbent upon them as set out in this Agreement, the grievance shall be deemed withdrawn. In the event of disagreement as to whether the Article 14 time limits were respected, an arbitrator appointed in accordance with Article 15 is charged with settling this new dispute in consideration of the circumstances surrounding the presumed failure to respect these time limits.

14.5 Notwithstanding the aforementioned procedure, the Parties may meet with each other at any time in the aim of finding a satisfactory solution to the grievance.

ARTICLE 15 - ARBITRATION

15.1 Sole arbitrator

Unless otherwise indicated by either party within thirty (30) days of the notice of intent served by the Institute in accordance with 14.2 d), the grievance is heard by a sole arbitrator.

Within fifteen (15) days following the time limit of thirty (30) days provided in the preceding clause, the parties appoint an arbitrator. Should the parties be unable to agree on an arbitrator within the aforementioned time limits, either or both of the parties apply to the Ontario Minister of Labour to have one appointed pursuant to section 48(4) of the Labour Relations Act, 1995, specifying that the arbitrator so appointed be able to hear the grievance in the language chosen by the employee involved or, in the case of a policy grievance, by the instigator of the grievance, whether the Institute or the University. The request to the Minister also specifies the names of the arbitrators on whom the parties were unable to agree.

15.2 Arbitration board

The party who serves notice of not wishing to be heard by a sole arbitrator identifies at the same time the name of the person who will represent him at the arbitration board. The other party then have thirty (30) days from the notice it receives to identify its representative before the board and to inform the opposing party of this. The Parties' appointed representatives have fifteen (15) days to choose a Chair, failing which an application identical to the application referred to in 15.1 is sent by one or both parties to the Minister of Labour.

15.3 Powers and duties of the arbitrator and the board

The sole arbitrator or the arbitration board, as the case may be, is duty-bound and has the power to render decisions on all aspects of the dispute being grieved, including on the question of whether arbitration is appropriate, and has all the powers of an arbitrator or an arbitration board under the Ontario Labour Relations Act as periodically amended.

Subject to the provisions of the Ontario Labour Relations Act, the jurisdiction of the arbitrator and the board is limited to the application and interpretation of the wording of the Collective Agreement, and excludes adding, deleting, making compensation for or amending it.

15.4 Disciplinary powers

In arbitration matters concerning disciplinary action, the arbitrator or the board may, as the case may be, uphold, change or rescind the penalty and, where

applicable, order payment of the wages the employee would have earned were it not for the penalty.

15.5 Burden of proof

In the arbitration of disciplinary matters, the burden of proof lies with the University.

15.6 Arbitration time limits, expenses and fees

Insofar as possible, the arbitrator or the board, as the case may be, holds the first investigative session within thirty (30) days of the appointment of the sole arbitrator or the board chair and issues a reasoned written decision within the same time limit after the hearing's conclusion. This decision is enforceable and binding upon the Parties.

The arbitrator's or the board chair's expenses and fees are paid equally by the parties. Where applicable, each party bears the expenses and fees of its respective representative at the board hearing.

15.7 Wages of witnesses and representatives

Employees required to testify at a grievance arbitration hearing are released from work without loss of wages for the time required to deliver their testimony. The employee concerned by a grievance is released without loss of wages to attend the grievance arbitration hearing. Where a group grievance is involved, only one employee concerned and designated by the Institute is released from work without loss of wages for the duration of the arbitration hearing.

15.8 Mediation

At any time during the grievance procedure provided under Article 14, or at any time in the aforementioned arbitration procedure, the parties may agree in writing to attempt to resolve the grievance by resorting to mediation. In this case, they agree on the choice of mediator and on the time limits they both will have in order to try to resolve their dispute.

The time limits set out in articles 14 and 15 are suspended effective the date on which the parties agree in writing to resort to mediation. Upon written notice from either party that the mediation process has been terminated, the clock starts again from the point at which the time limits in articles 14 and 15 were suspended.

The mediator's expenses and fees are paid equally by the Parties.

ARTICLE 16 - DISCIPLINARY MEASURES

- 16.1** A disciplinary letter, suspension or dismissal is a disciplinary measure. The University must not impose any disciplinary measures without sufficient just cause.
- 16.2** In the application of a disciplinary measure, if the alleged acts or behaviours are serious enough, the University may disregard progressive discipline and the misconduct may be subject to serious disciplinary measures, including dismissal, upon the first alleged act.
- 16.3** When discipline involving a disciplinary letter, suspension or dismissal is to be applied, the dean of the faculty or the service director consults the Human Resources Service.
- 16.4** Disciplinary meeting
- For any meeting of a disciplinary nature or that could result in a disciplinary measure, the employee, unless he expressly waives this option in writing, is accompanied by an Institute representative of his choice and available for this meeting.
- 16.5** If the University wishes to impose a disciplinary measure, it calls the employee to a meeting through a written notice at least one (1) working day in advance. The written notice informs the employee of the day, time and location of the meeting and of his right to be accompanied by a representative of the Institute. A certified copy of the written notice is sent to the Institute. In the event that the employee, or an Institute representative, where applicable, is not available, the meeting is postponed by no later than one (1) working day absent mutual agreement by the University and the Institute to postpone the meeting to a later date.
- 16.6** When the University suspends or dismisses an employee, it notifies him in writing. This notice includes the reasons for the sanction, the duration of the suspension, if applicable, and the effective date of the suspension or dismissal. The University will endeavor to provide a copy of the notice to the Group President.
- If the employee files a grievance against or requests an arbitration of the suspension or dismissal, the University may not use any other reasons for the suspension or dismissal than those included in the notice in the previous paragraph.
- 16.7** The University deletes any disciplinary measure from the employee's personnel file and destroys any document or statement related to the disciplinary measure two (2) years after the sanction is imposed unless a subsequent disciplinary infraction of the same nature was added to the personnel file. The University informs the employee in writing once the documents and statements have been removed from his file and destroyed. The removal and destruction of the

documents and statements is postponed to the date set for the removal and destruction of the documents and statements related to the latter sanction for a similar offence. The unit where the employee was working when the disciplinary measure was imposed is notified by the Human Resources Service that it is required to destroy any such documents related to the concerned employee that might be contained in the administrative files held in the unit.

A copy of the notice is sent to the employee, and a copy of the confirmation of the removal of the documents and statements is sent to the Human Resources Service.

Any disciplinary measures that have been decided in the employee's favour are removed from the employee's file immediately.

- 16.8** The University may suspend an employee with full salary and all benefits during an administrative investigation. It is understood that such suspension does not constitute discipline and cannot be the subject of a grievance. If no disciplinary measure results from this investigation, the University immediately removes from the personnel file and the administrative files held in the units, and destroys, any documents related to this suspension with pay and to the investigation. If a disciplinary measure results from this investigation, the above- mentioned documents are removed from the above-mentioned files and destroyed in accordance with the instructions under 16.7.
- 16.9** An employee may request an Institute representative be present if called as a witness as part of an administrative inquiry.

ARTICLE 17 - SENIORITY

17.1 For the purpose of this Agreement, seniority is defined as follows:

a) Seniority is a function of a date. The seniority of an employee in a position that is covered by the bargaining unit at the time the first collective agreement is ratified corresponds to his last date of continuous service at the University.

b) The seniority of an employee hired after the ratification of the first collective agreement or who joins the bargaining unit after that ratification corresponds to his first day on the job in a function covered by the bargaining unit.

c) The seniority of a regular employee is recognized and may be exercised after his probation period has been completed. It is retroactive to the date identified under 17.1 a) or b), as the case may be.

d) The seniority of a term employee is recognized and may be exercised after his probation period has been completed. It is retroactive to the hire date identified under 17.1 b).

17.2 The date of seniority may be amended if the employee is absent and the Agreement provides that he does not accumulate any seniority during this absence.

Once a year, on September 30, the seniority list is updated and posted by the University on the Human Resources Service website. A copy of the updated list is sent to the group president.

Employees have thirty (30) days after the list was posted to request a review of the seniority date indicated and to file a grievance if they are not satisfied with the review or the denial of such of a review. The list is in order of seniority and includes the employee names and their respective seniority dates.

17.3 Employees retain and accumulate seniority in the following cases:

a) a layoff period when the employee is placed on the call back list;

b) an absence due to disability not exceeding twenty-four (24) months;

c) an authorized absence in the case of leave authorized under 10.8 up to a maximum of two (2) years in the case of a non-elective function, and up to a maximum of three (3) years in the case of an elective function;

d) an accident or occupational disease of less than twenty-four (24) months;

e) an appointment of an employee to a position outside of the bargaining unit for a period of twelve (12) months or less;

f) non-paid leave of less than thirty (30) days authorized by the University under Article 30.

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

a) non-paid leave of more than thirty (30) days authorized by the University under Article 30;

b) an absence due to long-term disability for a period in excess of twenty-four (24) months and during which the employee receives benefits. Such period may be extended by mutual consent of the parties. This clause is subject to the parties' obligations under the Human Rights Code;

c) assignment for more than twelve (12) months to a position outside of the bargaining unit. However, in this case the employee retains his substantive position and employment.

17.5 Employees lose their seniority and their employment in the following cases:

a) resignation or voluntarily leaving their position;

b) retirement;

c) termination, unless rescinded by the grievance and arbitration procedure;

d) layoff, where the right of recall has been exhausted;

e) refusal of a term assignment or a reasonable offer of employment pursuant to Article 19, when a position has been eliminated;

f) severance payment is being received pursuant to 19.12 or 19.13;

17.6 When more than one employee has the same seniority, the University holds a lottery in the presence of the employees concerned to determine their order of seniority, whenever necessary.

ARTICLE 18 - JOB POSTINGS AND APPOINTMENTS

18.1 The University posts online for a period of ten (10) calendar days all vacant or newly created regular positions to be filled. Postings are first to be made available exclusively to employees of the Bargaining unit. If, at the end of the posting period and after the selection process has been completed a suitable candidate was not chosen, the University can accept applications from employees who have not yet completed their probationary period and from persons outside the Bargaining unit. It is understood that a successful candidate who has not completed their probationary period shall begin a new probation period in their new role. Such probation shall be served in accordance with Article 23.

18.2 Postings are in both official language and contain:

- the position title;
- a summary job description;
- the essential qualifications;
- the faculty or service and department;
- the work location, for information purposes;
- the standard number of hours in the work week and, if applicable, any irregular hours;
- the job classification and salary range;
- the posting number;
- the immediate supervisor's title; and
- the start and end dates for the posting.

Upon written request by the candidate, the University will send electronically to the candidate within a reasonable amount of time, the job description in the official language of the candidate.

The University also indicates on the posting whether it is proceeding with a prequalification list for identical positions that may be created or become vacant in the near future. The University will provide the Institute and the UOITP Group Executive with a copy of the posting. A prequalification list is a list of qualified candidates in order of seniority established following a competition to fill an immediate and / or anticipated need for identical or similar positions to those for which the list was established. When a prequalification list is used, the selected employee may decline the assignment without jeopardizing their standing on the list. A prequalification list shall only be used in conjunction with the staffing of a vacant position under the present paragraph if no employees are on the staffing

priority list (Article 19- "Elimination of a position and Layoff"). This list shall be valid for a period not exceeding twelve (12) months starting on the date the results of the competition are published, unless mutually agreed otherwise. The competency of the employee may be assessed by the dean or the service director, as appropriate, or their delegate, through an interview and/or selection tests prior to being offered the position.

- 18.3** Employees applying for a position submit their application electronically to the University by the deadline indicated on the posting. The University sends an acknowledgement to the email address from which the application was received.
- 18.4** When positions that have been posted are being filled, primary consideration is given to the competence of the employees. In all cases, the employee must meet the requirements of the position. These requirements must be established based on the duties of the position being filled. The University evaluates candidates through an interview or an interview together with selection test(s). During the selection process, candidates are evaluated using a scoring grid, with a total of one hundred (100) points. Candidates with an overall score of seventy-five percent (75%) or more are retained. If more than one candidate obtains a score of seventy-five percentage points (75%) or higher, the candidate with the highest score will be awarded the position if they have obtained a score that is at least ten percentage points (10%) higher than the candidate(s) with more seniority. When more than one candidate obtains an identical score or there is not a ten-percentage point (10%) difference between scores, the date of seniority will apply.

The following factors are taken into consideration for each candidate for a given position: skills and ability required to function effectively in the position, experience, relevant qualifications/credentials and aptitude. These criteria are considered and applied equally and fairly.

After being authorized to do so by the successful candidate, the University is responsible for checking references before recommending the candidate for the position. The University, specifically Human Resources Service, also checks the candidate's performance appraisals from the last three (3) years and reviews any non-authorized absences over the past three (3) years.

- 18.5** Following the appointment of the selected employee, and within thirty (30) days if possible, the University determines the date when the selected employee will occupy the position. The employee is paid according to the rate of his new position from the first (1st) day of work in the position.
- 18.6** Every month, the University posts all appointments made under this Article on the Human Resources Service website. An employee who applied for a posting and wishes to file a grievance related to a competition must do so within the time frame laid out in Article 14, Grievances. The grievance is presented directly at the second level. The Institute representative shall be provided copies of the interview tool and

the interview results of the successful candidate as well as those of the employee submitting the grievance. If the grievance goes to arbitration, the burden of proof lies with the University.

- 18.7** An employee appointed to a position receives the following salary terms and conditions:

Promotion: A permanent appointment of an employee from one regular position to another regular position with a higher salary grade. The employee receives a 5% salary increase for every salary grade over the salary grade of his position. An employee's pay must not be less than the minimum and must not exceed the maximum of the salary grade for the new position.

Transfer: The appointment of an employee from one regular position to another regular position at the same salary grade. There is no salary adjustment.

Demotion: The appointment of an employee from one regular position to another regular position at a lower salary grade. The employee's salary is reduced by 5% for every salary grade below the salary grade of his current position. An employee's salary must not be less than the minimum and must not exceed the maximum of the salary grade for the new position.

- 18.8** The Institute and the University are jointly committed to the principles of employment equity and to integrating these principles within the workplace. Consistent with the requirements of the Federal Contractors Program, the University of Ottawa's Employment Equity Program applies to the following designated groups: women, visible minorities, persons with disabilities and Aboriginal communities.

ARTICLE 19 - ELIMINATION OF A REGULAR POSITION AND LAYOFF

- 19.1** The following provisions on staffing priority terms and conditions apply strictly to incumbents of regular positions.
- 19.2** When the University is required to eliminate a position, it first informs the Institute at least seven (7) calendar days prior to eliminating it, following which the University informs the affected employee(s). The Labour Relations Advisory Committee meets to discuss alternatives for a maximum duration of thirty (30) calendar days after notice has been given.
- 19.3** The regular employee with the least seniority in the service or faculty who has the same position title and level as the one being eliminated is laid off and notified thereof.
- 19.4** The employee is placed on a staffing priority list at the University for a period of seven (7) months after the notice under 19.3. During this period, the employee has the first right to any reasonable job offer. The competency of the employee for the position may be assessed by the dean or the service director, as appropriate, or their delegate, through an interview and/or selection tests.
- 19.5** The University, at its sole discretion, may offer to an employee who has been laid off the ability leave the University prior to the expiry of the notice period referred to in Article 19.4. In such a circumstance the terms and conditions related to an employee(s) departure requires discussion between the Institute and the University prior to a final agreement.
- 19.6** In situations whereby the University is required to eliminate a position(s) the University may accept, at its sole discretion, the offer of resignation by an employee for the purpose of providing a position for an employee subject to lay-off. Factors to be considered shall include the qualifications of the employee subject to the lay-off, position, level, requirements of the job, operational requirements, and cost. In such a circumstance the terms and conditions related to an employee(s) departure require mutual agreement between the Institute and the University.
- 19.7** During the staffing priority period, the employee is assigned to a temporary function at his regular salary, either in the faculty or service or elsewhere in the University, unless he is assigned to functions at a higher level, in which case his salary is adjusted upwards by 5% for each pay grade higher than that for the position he holds. An employee's pay is not to be less than the minimum and not exceed the maximum of the pay grade for the new position. The University determines the temporary assignment according to the needs of the service, the faculty or the University.

A temporary assignment respects the employee's qualifications and expertise and, unless the employee agrees, only includes functions covered by the Bargaining unit. The University shall notify the Institute if an employee accepts an assignment outside of the bargaining unit.

- 19.8** A "reasonable job offer" is a regular position that is part of the Bargaining unit, normally at an equivalent level, although lower-level job offers are not excluded. The employee must be trainable and flexible. The employee must be able to perform the essential duties of the position, as long as he qualifies. A training period may be determined by the parties, without loss of salary and at the University's expense. If the appointment results in a demotion, the employee's salary is not reduced, but his wage progression is that of the new grade. If the employee's salary is higher than the maximum of the new pay grade, his salary is frozen (red circled) until the grade rises and can be integrated.
- 19.9** A job offer is deemed reasonable providing that the appointment is at a rate of pay and an attainable salary maximum not less than the employee's salary at the date of the offer.
- 19.10** Positions offered under staffing priority are exclusively positions covered by the Bargaining unit.

An employee who is offered a reasonable position has seven (7) days from the date of the offer to accept or refuse it.

- 19.11** When an employee has not been able to find a new position during his seven (7) month staffing priority period and has not received or refused a reasonable job offer as defined in 19.8, the bumping procedure is used as a last resort. In this case, the parties prepare a list of regular employees with less seniority than the employee who was laid off and who have an equivalent position for which he has the required competencies.

The employee who was laid off takes the place of the employee with the least seniority on the above list whose position level is the closest to that of the position that was eliminated.

The employee who is hereby replaced then becomes eligible for the process pursuant to 19.1 and the following articles.

- 19.12** An employee who refuses a reasonable job offer, a temporary assignment or his bumping right is deemed to have voluntarily abandoned his employment at the University and receives:
- one week of salary for every year of full-time continuous service at the University, excluding leaves without pay for more than one month, up to a maximum of twenty-six (26) weeks;

- one-twelfth (1/12) of one week of severance for each month of continuous full-time service in excess of full years at the University; and
- The University continues to provide the employee's insured benefits for a maximum period of two (2) months in the same proportion as usual.

19.13 An employee who has not found a new position during his seven (7) month staffing priority period and who has not received or refused a reasonable job offer receives a severance payment. The employee has the choice to either accept the severance payment or be placed on the recall list under article 20 for a period not to exceed twelve (12) months with laid-off status. An employee receives a severance payment in the following amounts:

- a lump sum equivalent to six (6) months of regular base salary;
- one week of salary for every year of full-time continuous service at the University, excluding leaves without pay for more than one month, up to a maximum of twenty-six (26) weeks;
- one-twelfth (1/12) of one week of severance for each month of continuous full-time service in excess of full years at the University.

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

19.14 If at the end of this period on the recall list, the employee who has not secured a regular position or has removed his name from the recall list, he receives the severance payment pursuant to 19.13.

19.15 Should the employee who has been laid off be re-hired by the University within six (6) months of the date of termination of employment, the balance of the lump sum is returned to the University as a condition of obtaining employment. Repayment terms and conditions are established between the employee and the University.

19.16 Should an employee be affected one or more times by the elimination of positions later during his period of employment at the University, the employee receives a severance payment for these eliminations only for the years or the partial years that were not covered in the past in addition to a lump sum equivalent to six (6) months of regular base salary.

ARTICLE 20 - RECALL LISTS

20.1 Recall lists of regular employees laid off

a) A regular employee who has been laid off and has not been able to displace or be placed during the staffing priority period is added to a recall list for up to twelve (12) continuous months.

b) A regular employee on the recall list maintains his skills profile with the Human Resources Service, identifying his training and qualifications, up to date.

c) Notwithstanding Article 18, "Job Postings and Appointments," a regular employee on the recall list has priority for any regular vacant position offered for which he meets the essential requirements. The rules under 18.4 apply. The regular vacant position must meet the definition of reasonable job offer under 19.8 and 19.9.

d) A regular employee who refuses such a position offered to him under the previous article is deemed to have resigned and receives the allowance under 19.12.

e) A regular employee on the recall list may resign at any time during the maximum twelve (12) month period and receive the severance payment under 19.11.

f) While the regular employee is on the call-back list, only articles 1, 2, 3, 4, 5, 6, 7, 10, 14, 15, 16, 17, 18, 19, 22, 25, 28, 34 of the Agreement apply to him for the period under 20.1 a).

20.2 Recall lists for term employees

a) A term employee with three (3) or more years of continuous service whose contract has been terminated due to a shortage of work must notify the Human Resource Service if they would like their name added to the recall list of term employees for up to twelve (12) continuous months following the date of termination.

b) Only articles 1, 2, 3, 4, 5, 6, 7, 10, 14, 15, 16, 17, 18, 19, 22, 25, 28, 34 of the Agreement apply to a term employee on the term employee call-back list for the period under the previous article and, in addition to applying for any regular advertised position, may be given priority for any new term employment for which he meets the essential requirements. The rules under 18.4 apply.

ARTICLE 21 - REGULARIZATION OF NEW DUTIES

- 21.1** Where new duties are added in a faculty or department and are performed by term employees or by regular employees fulfilling temporary assignments, the faculty or department decides, prior to the expiry of a period of three (3) consecutive years from the addition of these new duties, whether they are permanent and must be regularized by the creation of a regular position, or whether they are to be terminated. Employees performing these duties are notified at the launching of the regularization process.
- 21.2** Where a regular position is created on completion of the regularization process, the position is posted and staffed in accordance with Article 18, Job Postings and Appointments.
- 21.3** A term employee who has three (3) years or more of continuous service performing duties regularized under this article and does not obtain the regularized position is entered, upon his request, on the recall list referred to in 20.2. Otherwise, he receives an advance notice of termination and severance pay, where applicable, in accordance with the Ontario Employment Standards Act.
- 21.4** After an agreement has been reached with the Institute and for the term specified in that agreement, duties not converted to regular positions by the end of the aforementioned regularization process may be extended.
- 21.5** Barring an extension agreement with the Institute, a term position created as part of a special project ends no later than three (3) years after its creation.
- 21.6** The Parties may at any time and by mutual consent remove duties referred to in 21.1 from the aforementioned regularization process. The Parties may also agree to postpone to a later date the implementation of the regularization process for those same duties.

ARTICLE 22 - TEMPORARY ASSIGNMENTS

22.1 Temporary assignments offer regular employees training and development opportunities in new functions covered by the bargaining unit without losing their regular position and the benefits related to their status of regular employee.

22.2 All temporary assignments longer than six (6) months in duration are posted and staffed in accordance with 18.1. If a temporary assignment of six (6) months or less is extended, the assignment is then posted for the time left, in accordance with the provisions of this article.

A regular position left temporarily vacant as a result of a temporary assignment is posted and staffed in accordance with the provisions of this article. However, the University is not required to follow this procedure to staff any vacancy subsequent to this posting.

22.3 Regular employees who accept a temporary assignment return to their original position at the end of the assignment.

22.4 In all cases, employees must receive their supervisor's approval to be considered eligible for a temporary assignment. Employees cannot be refused without a valid reason. If this reason might come up again with respect to the possibility of a subsequent assignment, the immediate supervisor takes the necessary steps to deal with the issue to allow for a subsequent assignment.

22.5 Two (2) weeks of notice is given in the following situations:

- the employee wishes to return to his substantive position;
- the University terminates the temporary assignment before the anticipated end date.

22.6 As soon as a temporary assignment starts, the employee selected for the assignment receives a salary pursuant to 18.7. The difference in salary received for a temporary assignment is not pensionable and does not confer entitlement to other employee benefits.

22.7 The University first endeavours to staff term positions that are posted in accordance with Article 18 with employees on the staffing priority list as per Article 19, followed by the recall list as per Article 20.

If no employee on the staffing priority list or recall list has the skills and knowledge necessary for the position, the University posts the position as though it were a temporary assignment.

If the University is unable to fill a position in accordance with the above procedure, it proceeds with hiring a new term employee.

ARTICLE 23 - PROBATIONARY PERIOD

- 23.1** All new employees are subject to a six (6) month probation period beginning when they become a member of the bargaining unit. The period excludes any layoff period or other absence of more than ten (10) consecutive days. Annual leave and time taken off in lieu of time worked are not considered absences for the purposes of this Article.

In order to allow an employee to overcome obstacles to successfully completing the probation period, the University conduct a performance appraisal three (3) months after the beginning of the probation period. The University uses this opportunity to convey areas for improvement to the employ and create a plan for the employee to improve in these areas.

This probation period can be extended by three (3) months upon written notice given no later than ten (10) working days before the end of the probation period.

This extension notice is forwarded to the Institute and includes the reasons for the extension. If the probationary period is extended, the immediate supervisor develops a remedial training plan for the employee.

- 23.2** If an employee stops working for the University, loses his seniority pursuant to the provisions of Article 17 and is then rehired in a position covered by the Bargaining unit, the employee is subject to the probation period set out in 23.1.
- 23.3** An employee who has not completed the probation period is eligible for benefits provided for in the Agreement. During this period, the employee can be dismissed at any time. The employee and the union cannot grieve the dismissal except for reason of arbitrariness, discrimination, or bad faith.
- 23.4** An employee who has been dismissed during the probation period receives a termination notice as required under the Ontario Employment Standards Act or the equivalent in severance pay.

ARTICLE 24 - PERFORMANCE APPRAISALS

- 24.1** A formal performance appraisal refers to any evaluation by an immediate superior of how well the employee has performed the assigned tasks and met objectives set for the period being evaluated. The appraisal provides an opportunity for setting objectives for the next evaluation period.
- 24.2** All employee performance appraisals are signed by the evaluator, with a copy provided to the employee. The performance appraisal is made available to the employee at the earliest possible opportunity after being signed electronically by all designates.
- 24.3** A formal employee performance appraisal is conducted once per year for employees who have completed their probationary period, according to the procedures established by the Institute and the University. The employee performance appraisal is in the employee's preferred language of correspondence.
- 24.4** The base year for annual performance appraisals is January to December. The University conducts performance appraisals within sixty (60) days of the end of the base year.
- 24.5** An employee on a leave of absence for more than six (6) months during the base year is not evaluated for that year.
- 24.6** Appraisals for employees promoted or transferred to a new position less than three (3) months prior to the month of December is based on their previous position and is completed by their previous immediate supervisor at the time they leave the previous position.
- 24.7** Unless otherwise mutually agreed, supervisors provide at least five (5) working days notice to employees prior to any formal meeting for the annual employee performance appraisal and encourage employees to provide a written summary of their work performance over the preceding period that includes, but is not limited to, achievements, areas for improvement, areas for job-related development activities and proposed performance goals for the next period. The latter is for purposes of discussion prior to the goals being established for the next year.
- 24.8** The performance appraisal process includes a meeting between the employee and the immediate supervisor. The purpose of this meeting is to discuss the performance appraisal. The meeting is held before the final appraisal.
- 24.9** An employee performance appraisal that alleges an employee's performance is unsatisfactory outlines:
- a) the reason(s) the employee's performance appraisal is unsatisfactory;
 - and

b) specific recommendations for improvements necessary to achieve satisfactory performance in the area(s) the supervisor has alleged are unsatisfactory.

- 24.10** Once the supervisor has completed the performance appraisal, the employee is given an opportunity to electronically sign the performance appraisal and include comments, if so desired, prior to the appraisal being forwarded to the dean or director of the appropriate faculty or service. If employees dispute the accuracy or completeness of a performance appraisal, they can request a meeting with the dean or director of the appropriate faculty or service to discuss their performance appraisal prior to the dean or the director of the appropriate faculty or service confirming the appraisal and it being placed in their personnel file. The employee may request that an Institute representative be present at the meeting when requesting a meeting with the dean or director, in which case, Human Resources will also be present for the meeting.
- 24.11** The employee has the right to include a response or comments to the performance appraisal. Any such response or comment is included in the employee performance appraisal in the employee's personnel file after the dean or director of the appropriate faculty or service has had the opportunity to read it.
- 24.12** By signing a performance appraisal, the employee simply acknowledges being aware of the appraisal and the information contained in it. The employee's signature cannot be interpreted as agreement or disagreement with the contents of the appraisal.

ARTICLE 25 - WORKING OUTSIDE THE BARGAINING UNIT

25.1

- a) Employees who accept a temporary assignment in a position not covered by the Agreement returns to their original position at the end of the assignment with all the rights and benefits they would have had if they had not taken a temporary assignment in a position outside the Bargaining unit, subject to Article 17, if applicable.
- b) For the purpose of staffing and benefits, the University applies the rules based on the substantive position of the employee.
- c) For wage increases and union dues to pay (if applicable) and all other working conditions, the University applies the terms based on either the collective agreement in force or the University policies in the temporary assignment being accomplished.

ARTICLE 26 - PARENTAL AND MATERNITY LEAVE

26.1 Maternity leave

All female employees who have thirteen (13) weeks of continuous service are entitled to maternity leave. During such leave, the employee retains the right to her position or to an equivalent position.

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

An employee who miscarries more than seventeen (17) weeks before the expected delivery date is not entitled to maternity leave. If the miscarriage occurs in the seventeen (17) weeks preceding the expected delivery date, the leave ends no later than seventeen (17) weeks after the beginning of the leave or twelve (12) weeks after the miscarriage.

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

When an employee gives birth later than expected, postnatal leave lasts at least six (6) weeks.

An employee may shorten her maternity leave by advising the University at least four (4) weeks ahead of the proposed end date, but in this case postnatal leave last at least six (6) weeks.

26.2 Remuneration during maternity leave

A female employee who holds a regular position at the University for a minimum of twelve (12) months of continuous service and is entitled to maternity leave receives benefits to a maximum of seventeen (17) weeks, including any applicable waiting period. 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.

Notwithstanding the preceding, for a seasonal employee, the University does not pay the additional amounts during the usual period of seasonal absence.

26.3 Parental leave

All employees who have completed thirteen (13) weeks of continuous service 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 on parental leave whose position is abolished or who is bumped is, upon his return, is entitled to the provisions under Article 19, Elimination of a Regular Position and Layoff, in which case the timelines provided start on the date the employee returns to work.

A term (temporary) employee on parental leave returns to the position he had at the time of taking leave, for the remainder of his contract. If this contract is not renewed, the term employee is entitled to the provisions under 20.2 if he meets the criteria stated therein in terms of continuous service.

This leave is normally for a maximum period of sixty-one (61) weeks for employees who have just taken the maternity leave referred to in 26.1, and for a maximum period of sixty-three (63) weeks for all other employees. It 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.

Employees planning to use parental leave must submit written notice at least two (2) weeks before the proposed leave.

An employee may shorten his parental leave by advising the University at least four (4) weeks in advance.

26.4 Remuneration during parental leave

Employees who hold a regular position at the University for a minimum of twelve (12) months of continuous service and are entitled to the above parental leave receive the following benefits for the first six (6) weeks of leave following the adoption of a child or after the employee first obtains care of a child. During the six (6) week period, including any applicable waiting period, the University shall pay to the employee the difference between:

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

Notwithstanding the preceding, in the case of a seasonal employee, the University does not pay the additional amounts during the usual period of seasonal absence.

26.5

- a) To qualify for maternity or parental remuneration benefits, the employee shall provide the University with proof that they have applied for and will be in receipt of the applicable benefit under Employment Insurance Plan (EI) or Quebec Parental Insurance Plan (QPIP), including the amount of that benefit.
- b) Additional benefits paid under 26.2 and 26.4 are not considered income for the purposes of calculating 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 full contributions to the employee benefits program, even though the employee is collecting only ninety-five percent (95%) of his regular salary.
- d) If there is a salary increase during the employee's maternity leave, the ninety-five percent (95%) remuneration she receives is to be adjusted according to the new salary.
- e) 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) is at the employee's expense.

26.6 Additional benefits under 26.2 and 26.4 are not payable in the following cases:

- a) an employee who received a termination of employment notice before advising the University of the pregnancy, the adoption or the upcoming birth;
- b) an employee was terminated for cause before advising the University of the maternity or parental leave, where the termination was not overturned through the grievance process;
- c) an employee who submitted a resignation before advising the University of the pregnancy, the adoption or the upcoming birth;
- d) an employee who took part in a strike or a work stoppage, except when the maternity or parental leave began before the work stoppage or strike;
- e) an employee who does not meet the requirements for Employment Insurance benefits as determined under the Employment Insurance Act.

26.7 Employees entitled to maternity and/or parental leave retain and accumulate their seniority and can continue to participate in employee benefits by paying their share, in which case the University continues to pay its part.

26.8 Extra leaves

a) Following maternity leave, an employee may request a one (1) year leave of absence without pay but with job security.

b) Following parental leave (without maternity leave before parental leave), the employee may request a one (1) year leave of absence without pay but with job security.

c) A one- (1) year leave of absence without pay but with job security may be approved at the discretion of the responsible faculty or service, who keeps the position available for the employee's eventual return to work.

d) Following maternity and/or parental leave, an employee may request leave without pay of up to two (2) years instead of the leave under 26.8 a) and b), in which case the University would no longer be bound to keep the position open for the employee's return. Such leave is automatically approved by the responsible faculty or service.

If an employee wishes to return to work after a two-year (2) leave of absence, he may request his name be added to the recall list, pursuant to 20.1 a) as if he had been laid off. He benefits from the provisions set out under 20.1 f) only.

e) The choice of 26.8 a), b) or d) must be made in writing at least two (2) weeks before the end of the maternity and/or parental leave.

f) An employee cannot be compelled to take annual vacation time during maternity and/or parental leave but can use it to extend his leave.

26.9 Birth or Adoption leave

An employee can claim birth or adoption leave and receive one hundred percent (100%) 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. It is therefore distinct from the parental leave described above.

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

ARTICLE 27 - SICK LEAVE

Note: Definitions of disability appear under 37.1, Group Insurance, and are hereby referenced.

27.1 Sick leave benefits are payable at one hundred per cent of the regular base salary for a maximum period of one hundred and nineteen (119) calendar days or for a period ending on the employment termination date identified before the start of the disability, whichever period is shorter. A gradual return to work or a return-to-work part time or to a part-time position is included in the calculation of the one hundred and nineteen (119) calendar days of sick leave granted to the employee.

27.2 A regular employee who has not completed his probationary period accumulates one day (1) of sick leave per month, which can be used during his probationary period.

A regular employee will be eligible for the 119 paid sick leave after three (3) months of continuous service.

27.3 A regular employee with a total disability can receive sick leave benefits under the following conditions:

a) at the beginning of the disability period, the employee informs his supervisor of the anticipated length of absence;

b) the employee submits their request for sick leave in the University's electronic leave management system within ten (10) working days from the start of the sick leave;

c) Within five (5) working days after returning to work, the employee submits a medical note to Health and Wellness Sector. The Note will indicate the date of the appointment, the dates of absence, the doctor's name, signature and registration number, and any applicable functional limitations:

i) when the sick leave exceeds four (4) consecutive workdays; or

ii) when the employee's sick leave record casts serious doubt on the validity of the request for sick leave, even when the sick leave is less than four (4) consecutive workdays.

27.4 When the disability period exceeds (10) days, the employee provides a medical certificate to the University, duly completed by his Healthcare Provider, no later than twenty (20) days after the start of the absence. This certificate is then to be renewed every month, unless otherwise indicated and confirmed in writing by the Health and Wellness Sector. If the medical certificate is not submitted by the employee in accordance with this article, the sick leave is without pay, and the faculty or service discontinues the salary from the date where a medical certificate

was to be submitted and the days off work used up to that date are treated as annual leave. If the employee's annual leave has been exhausted, the absent days are treated as leave without pay and a Record of Employment is issued for potential Employment Insurance benefits.

- 27.5** At any time during a sick leave, in order to determine the employee's eligibility for sick leave benefits or his ability to return to work, the University, through Health and Wellness Sector, may request that the employee undergo a medical assessment by one or more physicians designated by the University, at the latter's expense.

When the medical certificate or examination(s) do not support a sick leave due to disability or recognized under the long-term disability program, but the attending Healthcare Provider maintains that the employee cannot return to work, the employee is on leave without pay. A medical certificate is required every month to maintain the unpaid-leave status for a maximum of one hundred and nineteen (119) calendar days, then every six (6) months thereafter. The conditions set out in the article on seniority apply to the accumulation and retention of seniority during this period. The employee's employment status is assessed two (2) years after the start of the absence. The assessment may lead to an administrative termination.

- 27.6** In order to protect confidentiality, the employee arranges for medical notes and certificates to be forwarded by the employee or the Healthcare Provider directly to the Health and Wellness Sector.

- 27.7** Under no conditions, is the employee required to disclose the nature of his sickness or the name of their Healthcare Provider to any representative of the University other than the Health and Wellness Sector.

- 27.8** In order to renew the maximum period of one hundred and nineteen (119) calendar days of sick leave under 27.1, the employee must:

- a) return to work for one (1) full working day before a new sick leave period in the case of a completely unrelated and different disability, where the accident or sickness occurred after the day of return to work; or
- b) return to work for thirty (30) consecutive calendar days before a new sick leave period if the disability results from the same cause. During this period of thirty (30) consecutive days, the employee cannot take annual leave.

- 27.9** An employee who misses work after receiving a notice of termination of employment is not eligible for sick leave benefits unless he provides a medical certificate for any sick leave after this notice.

- 27.10** The benefit period of one hundred and nineteen (119) calendar days or the balance of unused days in this period cannot be cashed in or accumulated.

- 27.11** Sick leave benefits are reduced by the amount of compensation paid under an occupational health and safety program, or the amount of similar benefits received by the employee under a governmental insurance plan by reason of sickness or accident.
- 27.12** When an employee is injured or sick during leave without pay, he is not eligible for sick leave benefits.
- 27.13** An employee who is still on sick leave after the benefit period of one hundred and nineteen (119) calendar days may be eligible for long-term disability benefits under the long-term disability insurance plan under Article 37 of the Agreement.
- 27.14** The above sick leave benefits are not granted under certain circumstances, including but not limited to:
- a) An action taken by the employee with the sole purpose of benefiting from the provisions of this article;
 - b) Voluntary involvement in the event of riots, wars, or turbulent demonstrations;
 - c) Diseases or injuries sustained while committing an act recognized as a criminal offence by a duly constituted court or while serving a prison sentence;
 - d) During a strike, except if the valid disability started before the beginning of the strike and a medical certificate was provided prior to the strike;
 - e) Plastic surgery performed solely for cosmetic purposes, except where the need for surgery is attributable to an illness or injury;
 - f) When the employee is engaged in employment for a wage or profit during any period for which the person claims sick leave benefits.
- 27.15** The duty to accommodate is a joint responsibility. The Parties agree to act in accordance with applicable legislation, including but not limited to the *Ontario Human Rights Code*. Wherever possible and reasonable, the University accommodates employees with functional limitations. If possible, and depending on the accommodations to be made, the Parties can also decide to place an employee in a vacant position that is in keeping with the functional limitations.
- 27.16** When an employee who has not been given sick leave benefits requires reasonable accommodation according to their Healthcare Provider, the University can obtain an assessment from a specialist to determine the functional limitations and the accommodations required. The University pays the cost of such an assessment.
- 27.17** The employee notifies the Health and Wellness Sector, of the health condition, disability or impairment preventing him from meeting the job requirements.

27.18 The employee provides the accommodation requested to the Health and Wellness Sector, with the information and documents from health professionals to properly explain the nature and extent of their functional limitations.

27.19 The employee and Institute support and collaborate with the University in its efforts to identify and provide the necessary accommodations, in particular by helping to identify solutions that the University can reasonably consider to meet the employee's needs.

27.20 Sick leave for term employees

Term employees accumulate one (1) day of sick leave per month for the duration of the contract.

a) In the case of a long-term illness, the employee is entitled to use accumulated sick leave to cover the waiting period before receiving Employment Insurance benefits.

b) Sick leave can be accumulated when a contract is renewed but cannot be cashed in. The unused sick leave from previous contracts in a position of continuous service is credited up to a maximum of twenty-four (24) working days.

c) The terms, conditions, and limitations for sick leave for a regular employee apply to a term employee using the above leave.

ARTICLE 28 - ANNUAL LEAVE

28.1 Continuous service for the accumulation of annual leave

a) Subject to 28.1 c), the date of continuous service for the accumulation of annual leave in the case of a regular employee covered by the Bargaining unit at the time the agreement is ratified is the one indicated in the Human Resources Service file.

b) The date of continuous service for the accumulation of annual leave in the case of an employee whose first regular position starts after the date the agreement is ratified corresponds to the date of the start of his continuous service with the University.

c) A term employee employed by the University on January 24, 2007, or hired after that date, whose functions were covered by the Bargaining unit and who started a regular position other than the one held on a term basis before the date the agreement was ratified is deemed to have the more recent of January 24, 2007, or the date he was hired as the date of continuous service for the accumulation of annual leave.

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

28.3 The University determines the period when an employee may take his annual leave. This determination must take into account the requirements of the position. Every faculty or service determines the periods when annual leave is limited, the maximum number of people who may take annual leave at the same time, as well as the maximum number of days that can be taken together.

28.4 An employee is guaranteed entitlement to take two (2) consecutive weeks of annual leave, if he wishes, between the first Monday after June 15 and the Friday preceding Labour Day each year.

An employee provides notice of his choice of annual leave for the coming summer no later than May 1 of that same year. He gives three (3) choices, specifying the order of preference. If he requests more than two (2) consecutive weeks of annual leave, the employee indicates which weeks he would prefer in case the weeks, in their entirety, cannot be granted.

No later than May 15, the supervisor prepares the annual leave schedule for the summer, taking into consideration the preferences expressed, and inform the

concerned employees of the schedule. If a given week of annual leave cannot be granted to the employees who requested it, and if the concerned employees and the supervisor cannot readily agree on an acceptable compromise, the priority for approval is based on seniority.

Before taking annual leave, an employee must obtain authorization from his supervisor and complete his request through the University's electronic leave management system.

A supervisor may not refuse a request for annual leave without just and reasonable cause.

- 28.5** For annual leave requests outside of the summer period, or for requests made after May 1 for this period, the "first come, first served" principle applies.

Outside the summer period, before taking accrued annual leave, an employee must obtain authorization from his supervisor and complete his request through the University's electronic leave management system. A response shall be provided to the employee within ten (10) working days. Should no response be provided within the ten (10) working days, the leave shall be considered granted.

- 28.6** When an employee is unable to take an annual leave already approved by his supervisor due to an illness that occurred before the start of the scheduled annual leave, the employee may postpone his annual leave to a later date with the agreement of his supervisor.

- 28.7** An employee who becomes ill during a period of annual leave begins his sick leave only at the end of the on-going period of annual leave, if necessary.

- 28.8** An employee who is hospitalized and admitted as a result of an illness or accident that occurred during a period of annual leave may postpone his annual leave to a later date. In that event, the employee must provide the Human Resources Service, Health and Wellness sector, with proof of his hospitalization, which determines the employee's eligibility.

- 28.9** An employee who holds a permanent regular position and who is not on probation may borrow and use up to ten (10) days of unearned annual leave.

- 28.10** As long as a regular employee whose probation period is over has taken at least two (2) weeks of annual leave in the year, he may accumulate and automatically carry forward to the following year, up to ten (10) days of unused annual leave in addition to the annual accumulation. Subject to agreement on when this leave is to be used, and the approval of the dean or director, the employee may accumulate up to a maximum of thirty (30) days of annual leave in addition to their annual accumulation.

- 28.11** Annual leave for seasonal and part-time regular employees is calculated and paid on a prorated basis according to the number of hours worked.

28.12 Employees on sick leave approved by the University or on leave due to a workplace accident accumulate annual leave credits during the first one hundred and nineteen (119) calendar days of their absence.

28.13

Date of continuous service for the accumulation of annual leave	Accumulation of Annual Leave
Up to 1 year	Accumulation rate is 1.25 d/m = 15 d/y
Between 1 and 4 years	Accumulation rate is 1.33 d/m = 16 d/y
Between 5 and 10 years	Accumulation rate is 1.66 d/m = 20 d/y
11 years	Accumulation rate is 1.75 d/m = 21 d/y
12 years	Accumulation rate is 1.75 d/m = 21 d/y
13 years	Accumulation rate is 1.83 d/m = 22 d/y
14 years	Accumulation rate is 1.83 d/m = 22 d/y
15 years	Accumulation rate is 2.08 d/m = 25 d/y
16 years	Accumulation rate is 2.08 d/m = 25 d/y
17 years	Accumulation rate is 2.08 d/m = 25 d/y
18 years	Accumulation rate is 2.08 d/m = 25 d/y
Between 19 and 20 years	Accumulation rate is 2.16 d/m = 26 d/y
Between 21 and 22 years	Accumulation rate is 2.33 d/m = 28 d/y
Between 23 and 24 years	Accumulation rate is 2.42 d/m = 29 d/y
25 years	Accumulation rate is 2.50 d/m = 30 d/y

During a leave without pay of more than ten (10) consecutive days in a given year, an employee does not accumulate annual leave.

Notwithstanding the preceding, an employee in a class 10 (with supervision) or higher position with less than five (5) years of service for accumulation of annual leave purposes, but who has already accumulated twenty (20) days of annual leave per year, continues to be entitled to this leave.

28.14 Term employees accumulate 1.25 days of annual leave per month.

ARTICLE 29 - STATUTORY AND CHRISTMAS HOLIDAYS

29.1 The following statutory holidays are paid holiday days:

- a) New Year's Day
- b) Family Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Canada Day
- g) Civic Holiday
- h) Labour Day
- i) Thanksgiving
- j) Christmas Day
- k) Boxing Day (December 26)

The calendar is established ahead of time, based on the University calendar.

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

29.2 Christmas holidays

Employees are granted paid leave according to the normal work schedule for the period beginning on December 22 at 5:00 p.m. (or at the hour determined in the work schedule) and ending on January 3 at 8:45 a.m. (or at the employee's normal time to start work). If January 3 falls on a Saturday or Sunday, employees return to work at 8:45 a.m. on the first working day that follows.

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

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

29.3 An employee who, at the employer's request, works one of the holidays listed under 29.1 is paid in time, salary or both, as he prefers, at time and a half (150 %) for his normal hourly rate, in addition to his base salary for the day.

29.4 An employee who, at the employer's request made before the start of the Christmas holiday period under 29.2, works one day of the Christmas holiday other than those under 29.1 or December 23 or 24, is compensated in time or salary, at time and a half (150%) of his normal hourly rate, in addition to his base salary for the day. The method of payment is established before the holiday by the dean or the director of the faculty or service, or his delegate, along with the employee.

An employee who, at the employer's request made after the start of the Christmas holiday under 29.2, works one day of the Christmas holiday other than those under 29.1 or December 23 and 24, is compensated in time, salary or both, as he prefers, at time and a half (150 %) of his normal hourly rate, in addition to his base salary for the day.

In both of the above cases, this overtime work is optional.

29.5 An employee who, at the employer's request, works on December 23 and the morning of December 24, receives in addition to his base pay equivalent floating leave in the following calendar year.

29.6 When the University calendar shows the University open on December 23 and/or 24, employees are credited floating leave of one (1) day for December 23 at half (1\2) a day for December 24, as applicable, to be used in the following calendar year.

ARTICLE 30 - VARIOUS PAID AND UNPAID LEAVES

30.1 In view of the circumstances underlying the following holiday leaves, the employee requires the written consent of the dean or service directors, or their delegates.

30.2 Special leave with pay cannot be granted for periods during which the University is closed.

30.3 Bereavement leave with pay

a) An employee is granted paid leave of five (5) working days for the death of an immediate family member. The term "immediate family" is limited to the father, mother, stepparent, foster parent, brother, sister, spouse, child, spouse's child, ward, father-in-law or mother-in-law.

b) An employee is granted paid leave of three (3) working days for the death of a grandchild of the employee or his spouse.

c) An employee is granted one (1) working day of paid leave for the death of his sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, uncle or aunt, or that of his spouse.

d) When the funeral following the death takes place more than three hundred and twenty (320) kilometers from Ottawa (200 miles), the employee can benefit of one (1) extra day of paid leave for travelling the day before or the day after the funeral.

e) An employee may use one of the paid leave in a) or b), to attend the burial or cremation which takes place outside the time limits provided for in these paragraphs.

f) An employee may also use accumulated vacation days or hours of accumulated overtime to extend the listed leaves.

30.4 Marriage leave

Once during his employment at the University, a regular employee is granted five (5) working days of paid leave for their own wedding. The employee must submit their request at least four (4) weeks in advance.

30.5 Leave for medical appointments and treatments

a) Employees endeavour at all times to schedule their medical appointments outside of work hours or at the beginning or end of the workday to minimize the impact of their absence on their work sector.

b) Employees give their supervisor reasonable advance warning when they have to take leave for a medical appointment or treatment.

c) A maximum period of three point five (3.5) hours is granted for preventive or diagnostic appointments with a doctor, dentist or optometrist. If an absence of more than three point five (3.5) hours is required, this period is accounted for and treated as sick leave unless the time is made up for in hours of work.

d) 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 enter them into the University's electronic leave management system in increments of fifteen (15) minutes.

30.6 Personal Leave

Personal leave with pay up to maximum of thirty-five (35) hours per calendar year may be granted to an employee for the reasons cited under this Article:

a) For a medical or dental appointment for a family member who is incapable of attending the appointment without accompaniment, or for appointments with appropriate school authorities or at an adoption agency when alternate arrangements are not possible. An employee is expected to make every reasonable effort to schedule medical or dental appointments for family members so as to minimize or preclude the employee's absence from work;

i) For the purpose of 30.6 a), family includes a spouse, children of the spouse, foster children, parents, stepparents and foster parents as well as any other relative permanently residing in the employee's household or with whom the employee permanently resides;

ii) An employee requesting a leave under this provision must obtain prior authorization from the immediate supervisor. The supervisor's approval must not be unreasonably withheld.

b) To provide for the immediate and temporary care of a sick member of the employee's family or an elderly member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

c) When exceptional circumstances prevent the employee from reporting to work, circumstances such as hospitalization of a family member or fire, flood or break-in at the employee's residence.

The employee advises the immediate supervisor as soon as possible of any circumstances listed in 30.6 b) and c).

d) To move (when an employee moves from their own permanent place of residence), a mandatory religious service, or Indigenous spiritual practices and/or ceremonies.

An employee requesting a leave under paragraph d) must obtain prior authorization from the immediate supervisor.

Time used is counted in hours but recorded by the employee in the electronic leave management system in blocks of fifteen (15) minutes.

30.7 Court leave

Paid leave is granted to employees for the period when they must:

- a) be available for jury selection;
- b) serve on a jury; or
- c) attend, by subpoena or summons, as a witness in any proceeding in which the employee is not a party.

To be granted court leave, the employee must inform the dean or service director in writing as soon as possible and substantiate the court appearance with appropriate documents.

Pay received during court leave is decreased by any amount paid by the court for jury duty.

Court leave does not apply to members who are serving a prison sentence.

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 in order to attend.

30.8 Various Additional Leaves

Employees may be granted the following paid and non-paid leaves as provided by the Ontario Employment Standards Act (ESA):

- 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

- Family Responsibility Leave
- Emergency Leave, Declared Emergencies
- Reservist Leave

Employees needing to take one or more of the above noted leaves must provide the University with two (2) weeks' notice, where reasonable, and if required submit any appropriate supporting documentation for the leave request to the University.

As per ESA, during a leave under this article, the University shall continue to make their contributions with respect to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other prescribed type of benefit plan, unless the employee gives the University written notice that the employee does not intend to pay the employee's contributions, if any.

Leave taken as per ESA entitlements shall count for the calculation of continuous employment for the purpose of calculating severance pay and service, including seniority, for the purposes of this agreement.

The list above is not exclusive. Amendments to leave provisions under the ESA, shall serve to modify the leaves to which employees may be entitled under this agreement.

30.9 Leave without pay

- a) The dean or the service director, as appropriate, may authorize leave without pay with protection of the person's position for a regular employee who has five (5) years of continuous service for a up to one (1) year. The leave period may be extended after consultation with the Human Resources Service. In this case, any period in excess of twelve (12) months falls under 30.9 f) in regard to the applicable benefits.
- b) During an authorized leave without pay with protection of the person's position, the employee's position must be kept available, even when a replacement is hired.
- c) Approval of a leave without pay without protection of the person's position is the responsibility of Human Resources Service management and must not be denied without a valid reason. Such leave is not to be approved for a period exceeding one (1) year. Under very exceptional circumstances, a request for leave of up to two years may be granted.

d) The authorization of a leave without pay with protection of the person's position is at the discretion of the dean or service director and takes into account the following criteria:

- i) the reason for the leave;
- ii) the duration of the leave;
- iii) the employee's seniority;
- iv) the projected length of service after the return to work;
- v) the possibilities of obtaining a competent replacement on a temporary basis; and
- vi) performance.

Human Resources Service is available to all deans and service directors for advice.

e) A regular employee who is granted a leave without pay with protection of the person's position remains entitled to insured benefits as follows:

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

f) A regular employee who is granted a leave without pay without protection of the person's position can, but is not required to, continue contributing to insured benefits as follows.

- i) For the first three (3) months of leave, the employee can be covered for all of the insured benefits to which his salary normally gives entitlement, according to the usual distribution of costs.
- ii) The employee can continue participating in the insured benefits program of the University after the third (3rd) month of leave without pay, provided that the Human Resources Service is notified in writing

at least thirty (30) days before the start of the leave and that the employee undertakes to pay the costs in full (employer and employee contributions).

iii) During the leave, the regular employee can continue contributing to the University pension plan provided that he pays both the employer and employee contributions.

iv) Access to the program for exemption from tuition fees for the employee and his dependents is not available during this type of leave.

v) During the leave and for up to twelve (12) months thereafter, the employee may apply for any position for which he meets the essential requirements. The rules under 18.4 apply. An employee who is appointed to a position pursuant to Article 18 must be in that position by the date indicated on the notification of appointment. If the employee turns down the position, he is deemed to have abandoned his employment.

g) A regular employee who was granted leave without pay with protection of his position and who wants to return to his position before the end of his leave or the scheduled return date must notify the dean or service director in writing at least one (1) calendar month before the new scheduled return date and must obtain the dean or service director's authorization.

h) Progress-through-the-ranks (PTR) increases are not withheld for periods of leave of absence without pay of three months or less. In the event of a leave of absence without pay for a period exceeding three months, PTR increases are withheld on a prorated basis of the leave period. A full PTR increase is granted to a regular employee on leave of absence without pay when the activities during his leave are recognized as being experience or studies relevant to his position at the University. In such instances, the decision is taken jointly by the dean or service director and the Human Resources Service management.

i) A regular employee who was granted leave without pay with protection of his position and who returns to his position at the end of his leave receives the same basic salary that he was receiving just before his leave, adjusted for cost-of-living salary increases that would have been granted during his absence, as long as these adjustments do not put him above the maximum salary for his salary class.

j) Regular employees already on leave without pay are not eligible for the various leaves covered by the Agreement.

30.10 Leave without pay to hold public office

A leave without pay for the purpose of taking part in military or paramilitary activities for the Government of Canada is approved upon request in accordance with the terms and conditions of government agreements and programs in force.

- a) A regular employee who is an official candidate for election to the Parliament of Canada, to a provincial legislature or assembly, or to the office of mayor of Ottawa or Gatineau or any similar office as determined by the University, may request a leave without pay for a maximum period of sixty (60) consecutive calendar days to campaign for office. A regular employee may request a leave of absence without pay without protection of his position for a maximum period equal to the duration of his first term if he is elected.

ARTICLE 31 - TRAINING AND PROFESSIONAL DEVELOPMENT

- 31.1** The University provides the tools required for employees to perform their work, and replaces them as required, unless there is a written agreement between the employee and the University.
- 31.2** The University will promote an environment of continuous learning and, where aligned with organizational strategic objectives, will leverage and provide developmental opportunities for employees covered by the bargaining unit.
- a) The parties acknowledge the need for training and development for regular employees covered by the bargaining unit. The parties recognize that in order to maintain and enhance professional expertise, employees need to attend or participate in professional development activities.
 - b) The Parties agree that professional development includes a diverse range of activities, including, but not limited to, formal academic programs, short-term continuing activities, and certification programs provided by accredited and recognized institutions. The parties recognize their joint responsibility in and commitment to actively participate in the area of professional development. If training and/or a professional development opportunity is denied by the Employer, the reason for the denial will be provided in writing to the Employee.
 - c) When the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his primary assignment and/or new or broadened duties within an existing position or a new position, the University will make every reasonable effort to provide the necessary training at no cost to the employee. Where the writing of certification examinations forms part of the approved training, the University will reimburse the cost of writing these examinations.

ARTICLE 32 - TRAVEL EXPENSES

- 32.1** Employees travelling for business, training, development or to attend conferences with prior written authorization from the dean or the director of a service or a delegate are reimbursed for their expenses according to the terms of Policy 21, "Reimbursement to Individuals for University Business Expenses", in effect at the time the expenses were incurred.
- 32.2** Section 32.1 does not preclude a dean or service director from providing written permission for an employee to attend, at the employee's request, a conference, without reimbursement of their travel expenses.

ARTICLE 33 - PUBLICATIONS AND COPYRIGHT

- 33.1** When an employee acts as a sole author, a co-author or an editor of an original publication, the employee's authorship or editorship is normally shown on the title page of the publication, and this, with the discretion of the University.
- 33.2** The University agrees that original stand-alone articles and professional papers prepared by an employee within the scope of the employee's regular duties are retained in the appropriate departmental files for the normal life of such files, as outlined in University policies and regulations.
- 33.3** An employee wishing to publish a stand-alone original article or professional or technical paper written by the employee in professional media must request approval from the University. Such approval must not be withheld without just cause.

ARTICLE 34 - TECHNOLOGICAL CHANGES

- 34.1** When the University is planning to make technological changes that will eliminate one or more positions or significantly change the way employees carry out their tasks or the knowledge normally required for the position, it notifies the Institute at least six (6) months before implementing the changes.
- 34.2** At the point of implementation, and if necessary, the provisions under Article 19: Elimination of a regular position and lay-off will apply.

ARTICLE 35 - RETIREMENT ALLOWANCES

35.1 Eligible employees: All regular employees hired before May 1st, 2018, who are not on leave without pay at the time of their retirement, receive a retirement allowance in accordance with the terms and conditions set out in this article.

All employees hired after April 30, 2018 are not eligible for a retirement allowance.

35.1.1 Eligible regular employees as defined in Article 35.1 will continue to accumulate years of service at the University per Article 35.2 d) for the purpose of the calculation of their retirement allowance.

35.2 Definitions:

a) Standard salary for position

Salary corresponding to the standard of the pay grade for the position held by the retiring employee, in accordance with the salary scale in effect as of May 1, 2003.

b) Multiplier factor

- equal to 0.004 for employees who are less than 60 years of age or who have not reached "factor 90".
- equal to 0.006 for employees who are at least 60 years of age or who have reached "factor 90" between the ages of 55 and 60.

c) Factor 90

The calculation for the final allocation will use the sum of the employee's age (expressed in years, months and days) plus his years of participation in the pension plan up to the retirement date (expressed in years and half-months [0,5]) which is at least 90.

d) Number of years of service at the University

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

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

Number of years of service an employee still needs to work before reaching the normal retirement date, i.e., age 65 (expressed in years and months). This figure must never exceed five (5) (i.e., it corresponds to five (5) for all

employees between the ages of 55 and 60). It progressively decreases between age 60 and 65 to reach zero (0) at age 65.

35.3 Calculation formula

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

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

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

35.5 Employees must give three (3) months notice that they are retiring in order to receive the retirement allowance. Such notice is irrevocable. Employees are encouraged to give as much notice as possible in order to help the faculty or service with its budget and succession planning.

35.6 Retirement allowances are payable in the month following the employee's retirement.

35.7

Salary Structure 2003-2004, 35 Hours/Week

Grade	PTS	%	Minimum (\$)	Standard (\$)	Maximum (\$)	PTR (2 %)
6	210 - 244	84	30 605	36 605	40 078	729
7	245 - 286	83	33 073	39 847	43 832	797
8	287 - 335	81	35 552	43 891	48 280	878
9	336 - 399	80	39 211	49 013	53 914	980
10	400 - 459	80	43 815	54 768	60 245	1095
11	460 - 540	80	49 253	61 566	67 723	1231
12	541 - 634	80	55 444	69 305	76 235	1386

ARTICLE 36 - PENSION FUND

- 36.1** Barring any agreement to the contrary between the parties, the University maintains in force the University of Ottawa Retirement Plan and the benefits included therein for the duration of the Agreement.
- 36.2** The University will engage to maintain one (1) position for a member of the Bargaining Unit on the Pension Plan Committee. The incumbent of the position is to be designated by the institute.
- 36.3** The contribution rates for members of the University of Ottawa Pension Plan will be increased or decreased to maintain a current service (including the provision for adverse deviation) cost sharing at 50/50. Prior to implementing this change, the University will provide the bargaining unit with a minimum of thirty (30) days' notice. Once implemented, the new rates will be automatically adjusted effective on January 1 of the year following the submission of an actuarial valuation of the pension plan.

ARTICLE 37 - GROUP INSURANCE

37.1 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, complications resulting from pregnancy or a 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, complications resulting from pregnancy or a 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 is at least 30 (thirty) percent less than his regular salary. An employee cannot be deemed partially disabled before having met the definition of totally disabled.

Healthcare Provider: A legally licensed Doctor of Medicine or Nurse Practitioner.

37.2 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) Starting on January 1, 2021, term employees are eligible for certain group insurance coverage when they have accumulated one (1) year of continuous service, as provided in the clauses 37.6 to 37.13 inclusively.

c) When a regular employee reaches 65 years of age and is still working and holding a regular position, the group insurance as provided for in 37.14 ends. 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.

d) 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 year.

37.3 Group insurance

- Basic employee life insurance
- Basic dependent life insurance
- Optional life insurance for employees, spouse and/or eligible dependents
- Extended health insurance plan (including hospital room coverage)
- 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

37.4 The University's participation in the payment of collective insurance premiums is as indicated in clauses 37.6 and follows.

37.5 The University must provide the Institute with a copy of the insurance contracts in force, as well as the related additional clauses, as changes are made.

37.6 Basic employee life insurance and basic dependent life insurance

Term employees who have worked one (1) year of continuous service and regular employees must participate in a basic life insurance plan for which the University pays one hundred percent (100%) of the monthly premiums for the first \$25,000 of coverage. The University agrees to continue the current practice with regards to the payment of insurance policy premiums until this date.

The employee will pay one hundred percent (100%) of the monthly premiums and the basic employee life insurance and basic dependent life insurance.

37.7 Optional life insurance

If they so choose, term employees who have one (1) year of continuous employment and regular employees can participate in an optional life insurance plan based on the insurance provider's conditions and must pay the required premium for the policy. The University agrees to continue the current practice with regards to the payment of insurance policy premiums.

37.8 Extended health insurance plan

Term employees who have one (1) year of continuous service and regular employees must participate in an extended health insurance plan, the monthly premiums for which are paid one hundred percent (100%) by the University. The University agrees to continue the current practice with regards to the payment of insurance policy premiums.

37.9 Basic dental insurance

Term employees who have one (1) year of continuous service and regular employees must participate in a basic dental insurance plan, the monthly premiums for which are paid one hundred percent (100%) by the University. The University agrees to continue the current practice with regards to the payment of insurance policy premiums

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

37.11 Optional dental insurance

If they so choose, term employees who have one (1) year of continuous service and regular employees can participate in an optional dental insurance plan in accordance with the provider's conditions and must pay the required premium for the policy. The University agrees to continue the current practice with regards to the payment of insurance policy premiums.

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

37.13 Optional accidental death and dismemberment insurance

If they so choose, term employees who have one (1) year of continuous service and regular employees can participate in an optional accidental death and dismemberment insurance plan in accordance with the provider's conditions and must pay the required premium for the policy. The University agrees to continue the current practice with regards to the payment of insurance policy premiums.

37.14 Long term disability program

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

An employee can participate in an optional long term disability program to increase the percentage of the monthly premiums as provided for in the insurance contract. However, the employee must pay the premium for that optional insurance.

37.15 Health Care Spending Account

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

- 37.16** 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 Human Resources Service takes the necessary steps to notify the employee of the actions that he needs to take to apply for benefits from the insurance provider.
- 37.17** 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.
- 37.18** 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.
- 37.19** An employee on disability does not accumulate annual leave. Any period during which an employee is on disability is considered, for pension plan purposes, to be a period of full-time employment at the University. When an employee is on disability during a given fiscal year, the employee's base salary may increase the following May 1st, for a cost-of-living adjustment only. Prior to April 30, 2010, the amount granted for seniority for the fiscal year is based on the overall portion of normal workload performed by the employee when he worked at the University during the year in question.
- As of May 1, 2010, if the employee has completed six (6) consecutive months of the fiscal year with his normal workload, he moves up to the next level of his pay grade. An employee is not eligible for any leave while he is on long-term disability.
- 37.20** An employee has no workload obligations while he is on total disability and does not receive work-related compensation. Access to benefits included in the group insurance plan in which the employee was participating is maintained as if he were not on disability, but the employee does not make any contributions.
- 37.21** When the employee's total disability ends and he resumes all or a portion of his workload, the remuneration granted by the University is based on the base salary determined pursuant to 37.19.
- 37.22** Subject to the approval of the dean or the service director, an employee can undertake a portion of his workload, with his doctor's approval, giving due regard to the employee's medical condition. The dean's or service director's approval must not be refused without valid reason. Disability benefits and pay are determined on the basis of the disability and the amount of time worked. Benefits granted to the employee are maintained as if the employee were not on disability. Contributions are determined on the basis of the usual formula and rate, but according to the work pay.

An employee is entitled to sick leave pursuant to the provisions of the Agreement, provided that the condition requiring sick leave is different from the condition that caused the long-term disability.

When an employee is on sick leave, disability benefits and pay are determined according to a formula established by the Parties from time to time.

37.23 On an annual basis the University will consult with the Institute regarding the financial status of the various components of the employees' benefit plans. All pertinent data, while respecting confidentiality, will be shared with the Institute.

ARTICLE 38 - HEALTH, SAFETY, HYGIENE, WELLNESS, ACCIDENT AND OCCUPATIONAL DISEASES

38.1 General declaration

The University, the Institute and the employees recognize their respective obligations imposed by the Ontario Occupational Health and Safety Act and associated legislation for ensuring the employees have workplaces in which their health and safety are protected.

The University, the Institute and the employees work together to maintain the highest possible occupational health and safety conditions in order to prevent accidents and occupational diseases in accordance with the Occupational Health and Safety Act and with the terms of the Workplace Safety and Insurance Act, 1997 (WSIA).

38.2 Health and safety committee

Employees required to attend meetings of the University of Ottawa Health and Safety Committee lose neither wages nor benefits.

Employees on the Health and Safety Committee are entitled to be absent from work for reasonable periods of time without loss of wages or benefits to attend training sessions. Such absences are recommended by the Health and Safety Committee according to its responsibilities.

38.3 Return to work after an occupational accident or disease

The University, the Institute and the employees acknowledge their respective obligations under the Workplace Safety and Insurance Act, 1997 to cooperate towards an employee's speedy, safe return to work following an accident or an occupational disease.

38.4 Compensation during leave for accident or occupational disease

An employee off work because of an accident or an occupational disease continues to receive his regular basic salary for the duration of his absence or for up to a maximum of one hundred and nineteen (119) days. During this period, the University receives directly the amounts payable by the WSIB. Where the absence extends beyond the one hundred and nineteenth (119th) day, the employee receives the benefits to which he is entitled under the legislation directly from the WSIB.

38.5 Student supervision

An employee who, in performing his duties, is required to supervise an unpaid student is not deemed to be a supervisor in the meaning of the Occupational Health and Safety Act.

38.6 Work space

The University ensures employees have workspaces that comply with applicable provincial legislation and regulations.

ARTICLE 39 - CONTRACTING OUT

- 39.1** A contract awarded to an outside contractor by the University cannot have the effect of reducing the normal working hours of employees or opportunities for a call back to work, standby or overtime, including preventing recalls of employees laid off from the sector in question because of the outside contract.
- 39.2** If the University intends to contract out an important function or the majority of a function normally carried out by employees covered by the bargaining unit, the University first discusses its intent with the Institute.
- 39.3** For the purposes of 39.2, the discussion takes place before the Labour Relations Advisory Committee. Either party can terminate discussions sixty (60) days after the Institute has been advised of the University's intention to subcontract and the justification for subcontracting, or sooner if an agreement is reached between the parties. An outside contractor cannot be awarded a contract prior to discussions provided for in this Article have been undertaken.

ARTICLE 40 - ELECTRONIC SURVEILLANCE

- 40.1** Surveillance cameras installed by the University in and outside its buildings are to protect people and property. However, where the University reasonably believes that reprehensible acts have been or are being committed, resulting in the University rightfully installing surveillance cameras for investigative purposes, the University will comply with the applicable legislation.
- 40.2** The employees and the University undertake to abide by the existing policies and code of conduct governing the use of the University's computing resources.
- 40.3** Where electronic equipment is to be used for measuring performance or for assessing training needs, employees are notified in advance of their installation, and they are to be used for a maximum of one (1) month. In cases where there are permanent measures, the job descriptions reflect this.

ARTICLE 41 - LABOUR RELATIONS ADVISORY COMMITTEE

- 41.1** Within sixty (60) days of contract ratification, the University and the Institute agree to create and maintain a Labour Relations Advisory Committee (LRAC) composed of no more than three (3) University representatives and no more than three (3) Institute representatives. Each party agrees to inform the other of its committee representatives. A party can invite experts as necessary but informs the other party at least five (5) days before the date of the meeting at which the experts will be present.
- 41.2** The purpose of the LRAC is to review and discuss issues, problems or disputes, other than grievances, pertaining to working conditions or relations between the University on the one hand, and the employees and the Institute on the other.
- 41.3** The LRAC meets during normal working hours four (4) times a year or as required, at the written request of either party. The LRAC may adopt any procedure it deems appropriate to its internal governance and keeps minutes of each meeting, copies of which are sent to each representative.
- 41.4** The LRAC may make recommendations to the parties but has no decision-making authority.
- 41.5** The Institute representatives who are members of the bargaining unit have leave from their work to participate in LRAC meetings without loss of pay and benefits.

ARTICLE 42 - PAYROLL

42.1 Calendar of pay dates

The University follows the payroll and direct deposit calendar currently in effect.

42.2 Overpayments and underpayments

a) In the case of a payroll error resulting in an overpayment to an employee, the University provides notice of the error to the employee as soon as possible. Unless an agreement has been made between the employee and the University within thirty (30) days of the overpayment, the University begins deducting an amount of not more than 15% of the employee's gross pay beginning on the next pay until the overpayment has been repaid in full. Notwithstanding the above procedure, the University can recover only overpayments made in the twelve (12) months preceding the notice of the error to the employee.

b) In the case of a payroll error resulting in an amount due to an employee but not paid, the University promptly pays the amount due no later than the following pay date after the University becomes aware of the error, subject to payroll submission deadlines, and advises the employee the error has been corrected.

c) In the case of termination of employment, the University can deduct any overpayments from the employee's final pay.

ARTICLE 43 - PREMIUMS FOR SHIFTS AND ADDITIONAL RESPONSABILITIES

43.1 Evening, night and weekend premiums

a) Employees whose work schedule requires working evenings, nights or weekends are paid the following premiums:

- **Evening premium:** \$0.85 per hour for time worked between 3 p.m. and 11 p.m.;
- **Weekend premium:** \$1.00 per hour;
- **Night premium:** \$1.25 per hour worked for time worked between 11 p.m. and 7 a.m.

b) The evening and night premium are added onto any weekend premium for hours worked.

43.2 The annual base pay for employees whose position requires regular evening, weekend or night schedules is adjusted proportionately to take into account the hours worked during these periods, i.e., the number of hours worked in a week are multiplied by 52/1,820.

43.3 Premiums for Additional Responsibilities

When the University temporarily, for a period of at least fifteen (15) days, assigns an employee additional responsibilities beyond his normal duties that are not included in his job description, the employee receives a second source of salary, regardless of the reason for this assignment. This additional remuneration lasts the entire duration of the assignment and is paid retroactively beginning on the first day the employee takes on the responsibilities.

Such remuneration is determined in the same way as for temporary assignments posted under 22.6 if the responsibilities are carried out during normal work hours.

ARTICLE 44 - SALARY

- 44.1** The University pays each employee by direct deposit into an account at a financial institution chosen by the employee.
- 44.2** Any calculations made under this article are rounded to the closest dollar.
- 44.3** An employee's remuneration must not be changed unless such a change is in compliance with the provisions of the Agreement or has been agreed upon between the Parties.
- 44.4** Increases for employees whose work schedule is other than thirty-five (35) hours per week are calculated in relation to the number of hours worked over the one thousand eight hundred and twenty (1,820) regular hours of work that represent one (1) full-time equivalent (FTE).
- 44.5** An employee's annual salary is increased by two (2) adjustments:
- An economic increase;
 - A progress-through-the-ranks increase or a step increase (if employee has not reached the maximum salary for their salary scale).
- 44.6** An employee who has not yet completed their probationary period by the date for salary adjustments does not receive the progress-through-the-ranks (PTR) increase. Once an employee successfully completes his probationary period, he is granted a salary adjustment for PTR or step increase.
- 44.7** When an employee's salary surpasses the maximum of the salary grade, the salary is referred to as "red circled." This employee receives only half of the economic increase.
- 44.8** With respect to salary adjustments for University employees who are members of the bargaining unit, including retired employees, the adjustments made on May 1, 2023, May 1, 2024 and May 1, 2025 are as follows, in chronological order: 3.5%, 3% and 2.5%.
- 44.9** On May 1, 2023, a 3.5% adjustment of salary scales for all pay grades; this is the first step for the calculation of salary increases but does not affect individual salaries; the second step is a maximum 3.5% salary adjustment for individuals, up to the new maximum for the pay grade and the indexed PTR adjustment.
- 44.10** For employees whose salaries are higher than the maximum for their new salary scale: a maximum salary adjustment of 1.75 %.
- 44.11** For employees who are not at the maximum for their scale, movement by one step in the pay grade provided they have worked during the entire fiscal year prior to May 1. For employees who were not employed at the University during the entire

fiscal year prior to May 1 or who were on leave without pay during this period, the following conditions shall apply: if they have accumulated at least six (6) months of continuous service during this period, movement by one step in the pay grade; for less than six (6) months, no step movement shall be granted.

- 44.12** On May 1, 2024, a 3% adjustment of salary scales for all pay grades; this is the first step for the calculation of salary increases but does not affect individual salaries; the second step is a maximum 3% salary adjustment for individuals, up to the new maximum for the pay grade.
- 44.13** For employees whose salaries are higher than the maximum for their new salary scale: a maximum salary adjustment of 1.50 %.
- 44.14** For employees who are not at the maximum for their scale, movement by one step in the pay grade provided they have worked during the entire fiscal year prior to May 1. For employees who were not employed at the University during the entire fiscal year prior to May 1 or who were on leave without pay during this period, the following conditions shall apply: if they have accumulated at least six (6) months of continuous service during this period, movement by one step in the pay grade; for less than six (6) months, no step movement shall be granted.
- 44.15** On May 1, 2025, a 2.5% adjustment of salary scales; this is the first step for the calculation of salary increases but does not affect individual salaries; the second step is a maximum 2.5% salary adjustment for individuals, up to the new maximum for the pay grade.
- 44.16** For employees whose salaries are higher than the maximum for their new salary scale: maximum salary adjustment of 1.25 %.
- 44.17** For employees who are not at the maximum for their scale, movement by one step in the pay grade provided they have worked during the entire fiscal year prior to May 1. For employees who were not employed at the University during the entire fiscal year prior to May 1 or who were on leave without pay during this period, the following conditions shall apply: if they have accumulated at least six (6) months of continuous service during this period, movement by one step in the pay grade; for less than six (6) months, no step movement shall be granted.

ARTICLE 45 - JOB CLASSIFICATION

45.1 This section establishes the procedures for evaluating job positions using the job classification system in existence at the time the Agreement was ratified, which will remain in effect for the duration of this Agreement unless the Parties agree otherwise.

45.2 Joint Evaluation Committee (JEC)

All existing and new job positions within the Bargaining unit are classified by a Joint Evaluation Committee (JEC).

This is a parity committee comprised of an equal number of members from each party. Any decision by this committee must be unanimous. Each party is responsible for the costs it incurs related to the JEC and to the training of its members. The committee's rules of operation are available for members to consult and cannot be changed without a written agreement between the Parties.

45.3 Procedures for submitting a job evaluation request to the JEC:

- a) By the supervisor: If the employer makes substantial changes to the functions and responsibilities of a position, a revised and signed job description by the dean or service director, is submitted to the JEC for assessment.
- b) By the employees: Employees who believe their job functions and responsibilities have changed substantially can ask their dean or service director to have their position to be assessed.
- c) The Parties: The parties must attempt to agree on a version of the updated job description to be used for assessment purposes before submitting the request for evaluation to the JEC.

ARTICLE 46 - ACCESS TO THE UNIVERSITY REGULATIONS

For the duration of the Agreement, employees remain covered by any benefits under University regulations that are not addressed in the Agreement and that are applicable to them. At least thirty (30) days before any amendment to these regulations, the University will consult the Institute, which will then have the opportunity to provide its comments. In the case of a contradiction conflict between a regulation and a provision of the Agreement, the Agreement is applicable and takes precedence.

ARTICLE 47 - TEMPORARY SHUTDOWN OF UNIVERSITY AND TEMPORARY LAYOFF

TEMPORARY SHUTDOWN

- 47.1** A temporary shutdown is declared when some or all of the activities of a faculty, a service, or all of the University are interrupted, either partially or completely, for exceptional and unforeseen circumstances, such as a disaster, a break-down in air ventilation, a prolonged electrical failure, bomb threat, or similar. The time period of a temporary shutdown may be a few hours up to a multiple days.
- 47.2** Should the University declare a temporary shutdown, the University shall identify the scope of the shutdown, whether it is inclusive of a faculty, a service or the whole University.
- 47.3** The following conditions apply during a temporary shutdown:
- a) Any employee within the scope of the temporary shutdown unable to perform their work or who are required to leave the workplace during regular working hours, shall not be subject to any loss of regular salary.
 - b) Any employee within the scope of the temporary shutdown who continues to work at the request of the University shall receive their regular rate of pay and are additionally eligible to bank the equivalent amount of hours worked during the shutdown for use at a later date.
 - c) Employees who are already on leave or who have a flexible schedule and whose day of rest coincides with the declaration of a temporary shutdown will not receive additional pay. Normal work schedules will continue to be observed.

TEMPORARY LAYOFF

- 47.4** The University may implement temporary layoffs, in consultation with the Union, of employees to address a shortage of work resulting from an unforeseen emergency or crisis, such as a pandemic, natural disaster, temporary closure of services, or similar.
- 47.5** Prior to initiating a temporary layoff, the University will identify impacted employees twenty-one (21) calendar days prior to the proposed layoff. The University will meet with the Institute to explore any alternative measures to layoff. The University shall make every reasonable effort to avoid a temporary layoff.
- 47.6** Should the University continue with the temporary layoff, the University will issue a written notice of temporary layoff to the affected employee(s), with a copy to the Institute. Temporary layoff will take effect seven (7) calendar days after the date of the notice, and the effective date will be confirmed in the notice. Except as

otherwise agreed to by the Parties, the University shall lay off employees impacted by the temporary layoff by reverse order of seniority in a job title and same level.

47.7 Employee(s) subject to a temporary layoff:

a) may defer the effective date of layoff by using some or all of their accrued vacation, banked time and/or a maximum thirty-five (35) hours of personal leave, in accordance with Article 30.6 of the Collective Agreement. Should an Employee exercise this option, the effective date of the notice of layoff will be extended by an equal period of time as provided for by their election.

b) Is covered for all of the insured benefits to which his salary normally gives entitlement, according to the distribution of costs just prior to the layoff, with the exception of Long-term Disability (LTD).

c) continues to own the position from which they are temporarily laid off, subject to the University's right to eliminate that position in accordance with Article 19.

d) is not entitled to access sick leave as provided in the agreement during the period of layoff.

e) shall continue to accrue vacation (for a period of three months), service and seniority during the period of layoff. Service and seniority shall be reflected as continuous on return to work.

47.8 Employees currently on an approved leave will not be subject to temporary layoff until such leave has ended and they have returned to work in accordance with the applicable provisions of the Collective Agreement.

47.9 Employees subject to temporary layoff will not be entitled to severance during the period of layoff, except in circumstances where requested by the employee or the University and there is mutual agreement between the Institute and the University.

47.10 Recall decisions during the period of temporary layoff will be based on the University' s operational needs as determined in its sole discretion. Recalled employees shall normally be recalled back to their regular positions, unless recalled into a temporary assignment as set out below.

47.11 Should a temporary assignment become available during the layoff, the parties will discuss the possibility of an employee on temporary layoff filling that assignment. The employee and the Institute must agree to any temporary assignment. At the end of the temporary assignment, the employee will return to layoff, or to their regular position if the layoff has come to an end.

47.12 An employee who is recalled to their position permanently is required to accept the recall, failing which the employee will be deemed to have resigned.

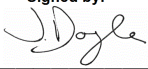
- 47.13** Employees who are recalled from temporary layoff may have a right to buy back their service in the Pension Plan for a period equivalent to the length of the layoff. Eligibility and process for such a right will be governed in all respects by the terms of the Pension Plan.
- 47.14** Temporary layoffs will last no more than three (3) months unless the circumstances leading to the layoff are ongoing. In such a case, the temporary layoff period may be extended on mutual agreement between the University and the Institute. If the employee's position is eliminated during or at the end of the temporary layoff period, the employee shall be entitled to their options under Article 19 of the collective agreement.

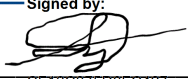
ARTICLE 48 - TERM OF AGREEMENT


- 48.1** This Agreement comes into effect upon ratification by the Parties and remains in force until April 30, 2026.
- 48.2** The provisions of the Agreement, all appendixes and letters of agreement continue to apply until the signing of the next collective agreement or until one of the Parties exercises its right to strike or lockout.


IN WITNESS WHEREOF, the Parties have set their hands in the City of Ottawa, on January 23, 2025.


University of Ottawa


Signed by:

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Jennifer Doyle
Vice-President, Finance and Administration


Signed by:

CF16CC875D0FC427...
Sylvain Souigny
Associate Vice-President, Human Resources

DocuSigned by:

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Kristie Faasen
Senior Director, Labour and Employee Relations


Signed by:

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Sylvain Lalonde
Lead Officer, Labour and Employee Relations


DocuSigned by:

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Alain Erdmer
Director, UO


Signed by:

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Lyne Charlebois
Director, UO


Signed by:

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Gratia Derde
Director, UO


The Professional Institute of the Public Service of Canada (PIPSC)


Signed by:

138087072811427...
Sean O'Reilly
President, PIPSC


DocuSigned by:

434BF82687BD475...
Cara Ryan
Negotiator, PIPSC

Signed by:

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Sean Ford
President, UOITP

Signed by:

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Louis Brousseau
Member, Bargaining Committee

Signed by:

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Chris Stanton
Member, Bargaining Committee

Signed by:

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Anita Ayyer
Member, Bargaining Committee

Signé par :

390709D2E53A449...
Jean Moisan
Member, Bargaining Committee

APPENDIX A – SALARY STRUCTURE

**MAY 1st, 2023
35 HOURS/WEEK**

Grade	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6	210-244	52 216	53 260	54 325	55 413	56 522	57 651	58 806	59 981	61 180	62 403	63 651	64 923
7	245-286	56 960	58 099	59 261	60 445	61 656	62 888	64 146	65 431	66 740	68 075	69 436	70 823
8	287-335	62 583	63 835	65 111	66 413	67 742	69 096	70 478	71 887	73 325	74 791	76 288	77 813
9	336-399	69 893	71 290	72 714	74 169	75 651	77 165	78 708	80 281	81 885	83 522	85 197	86 899
10	400-459	78 096	79 658	81 250	82 875	84 533	86 222	87 947	89 704	91 500	93 329	95 195	97 101
11	460-540	87 790	89 544	91 335	93 162	95 025	96 928	98 865	100 844	102 859	104 919	107 015	109 157
12	541-634	98 823	100 800	102 815	104 870	106 968	109 108	111 290	113 515	115 786	118 103	120 466	122 873

Economic Increase: 3.5%

APPENDIX A – SALARY STRUCTURE

MAY 1st, 2024
35 HOURS/WEEK

Grade	PTS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6	210-244	53 782	54 858	55 955	57 075	58 218	59 381	60 570	61 780	63 015	64 275	65 561	66 871
7	245-286	58 669	59 842	61 039	62 258	63 506	64 775	66 070	67 394	68 742	70 117	71 519	72 948
8	287-335	64 460	65 750	67 064	68 405	69 774	71 169	72 592	74 044	75 525	77 035	78 577	80 147
9	336-399	71 990	73 429	74 895	76 394	77 921	79 480	81 069	82 689	84 342	86 028	87 753	89 506
10	400-459	80 439	82 048	83 688	85 361	87 069	88 809	90 585	92 395	94 245	96 129	98 051	100 014
11	460-540	90 424	92 230	94 075	95 957	97 876	99 836	101 831	103 869	105 945	108 067	110 225	112 432
12	541-634	101 788	103 824	105 899	108 016	110 177	112 381	114 629	116 920	119 260	121 646	124 080	126 559

Economic Increase: 3%

APPENDIX A – SALARY STRUCTURE

MAY 1st, 2025
35 HOURS/WEEK

Grade	PTS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6	210-244	55 127	56 229	57 354	58 502	59 673	60 866	62 084	63 325	64 590	65 882	67 200	68 543
7	245-286	60 136	61 338	62 565	63 814	65 094	66 394	67 722	69 079	70 461	71 870	73 307	74 772
8	287-335	66 072	67 394	68 741	70 115	71 518	72 948	74 407	75 895	77 413	78 961	80 541	82 151
9	336-399	73 790	75 265	76 767	78 304	79 869	81 467	83 096	84 756	86 451	88 179	89 947	91 744
10	400-459	82 450	84 099	85 780	87 495	89 246	91 029	92 850	94 705	96 601	98 532	100 502	102 514
11	460-540	92 685	94 536	96 427	98 356	100 323	102 332	104 377	106 466	108 594	110 769	112 981	115 243
12	541-634	104 333	106 420	108 546	110 716	112 931	115 191	117 495	119 843	122 242	124 687	127 182	129 723

Economic Increase: 2.5%

LETTER OF AGREEMENT

between

THE UNIVERSITY OF OTTAWA (THE UNIVERSITY)

and

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (THE INSTITUTE)

**(A) JOINT EVALUATION COMMITTEE (JEC)
FOR THE GROUP OF**

**INFORMATION TECHNOLOGY PROFESSIONALS AT THE UNIVERSITY OF
OTTAWA (UOITP)**

REPRESENTED BY

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (PIPSC)

Committee mandate:

The committee's mandate is to maintain the job evaluation and classification system for those positions held by members of the Group of Information Technology Professionals at the University of Ottawa (UOITP) represented by the Professional Institute of the Public Service of Canada (Institute). The job evaluation process is designed to objectively measure the true value of a position relative to other positions by assigning a salary class and ensuring pay equity.

Principles:

- The JEC exercises their functions in a transparent, fair and objective manner.
- Committee discussions are confidential.
- Job evaluations are based on the job description and the evaluation request form. The performance of the incumbent in the position has no bearing.
- The personal interests of any committee member may at no time have an effect on a job evaluation.
- The job evaluation and classification system is applied equally and consistently for all UOITP positions represented by the Institute, without exception.
- The job evaluation and classification process are neutral and meet the requirements of the Pay Equity Act.
- In order to maintain internal pay equity, the committee ensures that evaluations are conducted in an equitable manner.

Composition:

- The UOITP Joint Evaluation Committee is comprised of an equal number of members from both the Institute and the employer.
- At each meeting, at least two (2) but no more than three (3) Institute members and an equal number of employer members will be present.
- Quorum is four (4) members, composed of two (2) Institute members and two (2) employer members. The Parties will act with due diligence in order to ensure that the committee can continue to sit as often as possible when a member must be absent.
- Each party designates a committee co-chairperson, who will alternate in presiding over meetings.

Roles and responsibilities:

Employer co-chairperson:

- Is a JEC member whose presence is always required.
- Ensures the participation of one (1) other employer representatives at each committee meeting.
- Manages the classification request process from the reception of the request until the result is communicated.
- Prepares the information and documentation required for the evaluation.
- Informs committee members of their obligation to maintain confidentiality and to disclose any real or perceived conflicts of interest.
- Ensures that the justification of the evaluations is recorded and documented.
- Ensures the training of University members of the evaluation committee.
- Documents conflicts of interest that were disclosed and the way in which they were managed.

UOITP co-chairperson:

- Ensures the participation of two (2) member representatives (including co-chairperson or designate) at each committee meeting.
- Signs, together with the employer co-chairperson, the results of the evaluation committee.
- Informs committee members of their obligation to maintain confidentiality and to disclose any real or perceived conflicts of interest.
- Ensures that the justification of the evaluations is recorded and documented.

- Ensures the training of UOITP members of the evaluation committee in accordance with Article 45.2.
- Documents conflicts of interest that were disclosed and the way in which they were managed.

Operation:

- The Korn Ferry Hay job evaluation method is used to evaluate all positions, without exception. When the committee receives a request to evaluate a position, it may ask the dean or service director or management delegate to make a short presentation to the committee and answer questions.
- Committee decisions are made by all members present and consensus must be reached. A final decision cannot be contested by a member on the basis of being absent for an evaluation.
- Lists of all UOITP position evaluations and breakdowns of attributed points are distributed during committee meetings.
- A member in conflict of interest with any evaluation taking place must not participate in the evaluation in question. A conflict of interest arises when a committee member is a member of the immediate family of the incumbent whose position is being assessed, or if the committee is evaluating the member's own position, or one in which the person is interested in obtaining the position at the time that the position is being evaluated, or the position of one of the member's superior or direct subordinate. The conflict of interest must be documented. If a member must refrain from participating due to a conflict of interest, an alternate will take the member's place.
- Committee members hold a two-year (2) term, which may be renewed if the two co-chairs agree.

Evaluation requests:

- Evaluation requests must be submitted by the dean of the faculty in question or by the service director, or management delegate, or be filed in accordance with Article 45 of the Agreement.
- Documents to accompany the request for evaluation include a description of the duties (previous and new description, with changes highlighted), the organizational chart (before and after) with position titles and numbers and classification levels, but no employee names, and the completed evaluation request form. The new description of duties should preferably be signed by the incumbent and all documentation must be signed by the manager as well as the dean or director. This entire package must be received and reviewed by the co-chairs prior to the scheduling of the committee meeting.

- All evaluation requests sent to the Compensation sector in Human Resources will be reviewed. The Compensation sector in Human Resources will submit these requests to the committee co-chairs in the following circumstances:
 - A new position is created;
 - The responsibilities of an existing position substantially change;
 - When a faculty, service or department is reorganized, and significant changes have been made to position responsibilities;
 - The description of duties is five (5) years old;
 - Any other position evaluation requests deemed necessary by the co-chairs.

Within ten (10) working days following the committee meeting, the employer's co-chair provide written notice of the committee's decision to the dean or director, copying the manager. The manager communicates the results of the evaluation to the employee. The dean or director can meet with the co-chairs if they would like further details of the evaluation decision.

Appeal Process:

1) Re-examination:

Within twenty (20) days following the receipt of the JEC decision, the employee, the dean or service director, depending on the case, or their management delegate may request in writing that the evaluation of the job description is the subject of a review if they believe that the JEC did not consider some elements at the time of evaluation. A letter explaining the reasons shall be submitted to the JEC with the request for review.

The members of the JEC will review the evaluation of the position taking the additional information into consideration. Should consensus not be reached by the JEC, the co-chairs can make a binding decision without prejudice to an appeal to the Classification Appeal Committee (CAC).

2) Classification Appeal Committee (CAC)

The Classification Appeal Committee is composed of the following three (3) members:

- The Associate Vice-President, Human Resources, or delegate;
- A representative of the Institute, or delegate;
- An external consultant, specializing in the Korn Ferry Hay job evaluation tool, appointed by the first two (2) members.

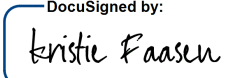
The costs for the external consultant are shared equally by the University and the Institute.

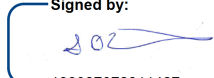
Motives and procedures for presenting a request to the CAC:

- a) If the JEC cannot reach consensus upon re-examination of the evaluation, only then should it be referred to the CAC within ten (10) days following the JEC meeting, as needed.

3) A consensus decision by the JEC or CAC, where applicable, is final and is, therefore, not subject to the grievance procedure in Article 14.

In witness whereof, the parties have signed on January 23, 2025.

DocuSigned by:

EF7DCA502C814F5...
Kristie Faasen
Senior Director,
Labour and Employee Relations

Signed by:

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Sean O'Reilly
President, PIPSC

LETTER OF AGREEMENT

between

THE UNIVERSITY OF OTTAWA (THE UNIVERSITY)

and

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (THE INSTITUTE)

(B) INSTITUTE REPRESENTATION ON VARIOUS UNIVERSITY COMMITTEES

Whereas the Institute has representation on various University committees;


Whereas a representative can be appointed by the Institute to serve on these committees, the parties agree on the union representation as follows:

- Employment equity advisory committee for support staff: 1 representative;
- Sexual harassment committee or other committee that might follow: 1 representative.
- University occupational health and safety committee: 1 representative depending on the recommendation of the university committee in the context of the review of the committee structure currently under way and to be approved by the Ministry of Labour.
- The representatives asked to participate on these committees do not incur any loss in pay because of their participation.

In witness whereof, the parties have signed on January 23, 2025.

DocuSigned by:

 EF7DCA502C814F5
 Kristie Faasen
 Senior Director,
 Labour and Employee Relations

Signed by:

 138087072811427
 Sean O'Reilly
 President, PIPSC

LETTER OF AGREEMENT

**between
THE UNIVERSITY OF OTTAWA (THE UNIVERSITY)**

and

**THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (THE
INSTITUTE)**

(C) PAY EQUITY

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

AND WHEREAS the Institute was certified by the OLRB on January 25, 2008;

AND WHEREAS the Institute has, since certification, had representatives on the Joint Job Evaluation Committee who have been formally trained and re-trained and who have participated actively in jointly evaluating all positions covered by the collective agreement since March 1st, 2012, using the Hay Group Job Evaluation Method;

NOW THEREFORE the Parties have agreed as follows:

The Parties agree to establish a working group to discuss the requisite steps to develop a pay equity plan for the bargaining unit;

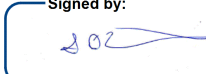
The working group will be comprised of an equal number of local representatives and no more than three (3) from each of the University and the Institute. Union representatives shall be given time off without loss of salary or benefits to prepare for and attend meetings;

Each Party may be accompanied by their own external specialists;

In witness whereof, the parties have signed on January 23, 2025.

DocuSigned by:

EF7DCA502C814F5...
Kristie Faasen
Senior Director,
Labour and Employee Relations

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(D) CRITERIA FOR THE ASSESSMENT OF REQUEST FOR ALTERNATE WORK SCHEDULE

The parties agree that an employee's ability to enter into an alternate work arrangement, specifically, Flexible Schedule or Compressed Schedule provides the opportunities to enhance productivity and work- life balance. Request for an alternate work arrangement will be received and assessed for approval on an individual basis. Alternate work arrangements must take into account operational requirements and the obligation to provide the best possible service to the University community. The assessment will be based on, but not limited to, the following criteria:

- i) An increase in overtime worked, either by the employee requesting the alternate work arrangement or by any other employee in the University.
- ii) An increase in headcount, either in the employee's team, or elsewhere in the University.
- iii) Any impact on co-workers. Examples of such an impact may include, but are not limited to:
 - a) Additional work being placed on co-workers;
 - b) Co-workers' inability to qualify for alternate work arrangements themselves;
 - c) Co-workers' inability to take leave
- iv) A deterioration in the level and quality of service provided by the employee or the unit within which he/she works.
- v) Impact deadlines and schedules, quality of project deliverables, products or solutions.
- vi) The manager's ability to adequately carry out their management responsibilities, including but not limited to, planning, organizing, staffing, leading and managing that organization.

vii) Absence of conflict with requirements of this collective agreement.


viii) Other impediments with respect to the implementation of the arrangements.

A request may not be unreasonably denied. In the event that a request is denied, the employee's manager will provide an explanation. This explanation may lead to a revised request from the employee. Revised requests will be duly considered and assessed in the same fashion as original requests.

In witness whereof, the parties have signed on January 23, 2025.

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Senior Director,
Labour and Employee Relations

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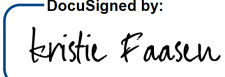
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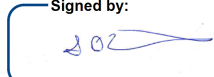
(E) HEALTH AND WELLNESS STRATEGY

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

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

In witness whereof, the parties have signed on January 23, 2025.

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Kristie Faasen
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(F) EMPLOYMENT INSURANCE PREMIUM REDUCTION


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

The University will use the amount of the savings from the Employment Insurance Premium Reduction Program to finance a portion of the costs associated with providing hearing aids coverage as a part of the group insurance plan.

In witness whereof, the parties have signed on January 23, 2025.

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Kristie Faasen
Senior Director,
Labour and Employee Relations

Signed by:

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(G) ACCOMMODATIONS


1. Article 27.17 of the Collective Agreement represent the conventional process by which an employee may seek accommodation and from which a substantive accommodation plan may be created. However, there are circumstances that may arise from time-to-time where the employee is unable to connect with the University' s Health and Wellness Sector ("H&W"). In such circumstances, the Employer agrees to implement a flexible, individualized approach to the accommodation process.
2. The Employer, including supervisors, managers, and Labour Relations/Human Resources officers, have an ongoing obligation to inquire, actively participate, and facilitate the accommodation process. Employees and their bargaining agent have an ongoing duty to cooperate in the accommodation process.
3. In the initial stages of the accommodation process, supervisors, managers, and/or Labour Relations/Human Resources officers will refer the employee to initiate and maintain contact with H&W. However, there may be circumstances which arise from time-to-time, that require that supervisors, managers, and/or Labour Relations/Human Resources officers take additional steps. Such actions may include alerting H&W to the potential accommodation needs of an employee, forwarding medical information to H&W, or following up with an employee to assist them in connecting with H&W.
4. It is the H&W Office that is responsible for receiving and reviewing medical documentation and ultimately creating (together with the employee, Union, and any management representative, as may be appropriate) a substantive, reasonable accommodation plan for an employee.
5. As part of their duty to cooperate, employees must provide the Employer with sufficient medical documentation in order for H&W to create a substantive, reasonable accommodation plan.
6. The duty to accommodate arises when the employer knows, or ought reasonably to know, that an employee is or may be presenting characteristics consistent with the definition of disability, as set out in the Human Rights Code of Ontario.

7. Once the duty to accommodate arise, the Employer shall, at its discretion, in good faith, on a case-by-case basis, consider granting a request, made by either or both the employee and its' bargaining agent, for interim accommodation measures.

In witness whereof, the parties have signed on January 23, 2025.

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Kristie Faasen
Senior Director,
Labour and Employee Relations

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(H) DEVELOPMENT PROGRAM

1. The University and the Institute shall meet in accordance with Article 41, Labour Relations Advisory Committee (LRAC), to establish and implement an experience and duration-based development program for those positions mutually agreed upon by the University and the Institute.
2. The intent of this program would permit certain identified positions to progress to the next level through qualification rather than competition.
3. The University is required to indicate on the posting for a position whether it may proceed with a Development Program opportunity. The University will provide the Institute and the UOITP Group Executive with a copy of the posting.
4. The provisions of Article 18, Job Postings and Appointments, will apply when initially staffing these development positions. However, progress to the next level shall occur outside of the provisions of Article 18, Staffing.
5. The implementation of the Development Program requires mutual agreement between the University and the Institute.
6. In the interim, until a Development Program is established, the University and the Institute will mutually agree in one-off situations to create a customized development plan.

In witness whereof, the parties have signed on January 23, 2025.

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Kristie Faasen
Senior Director,
Labour and Employee Relations

Signed by:

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Sean O'Reilly
President, PIPSC

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(I) INTERCHANGE PROGRAM

WHEREAS the Parties discussed the Interchange Program (the “Program”) with the Federal Government during the negotiation sessions;

AND WHEREAS the Parties recognize the benefits of the Program, specifically it could have positive impacts for both the University and employees;

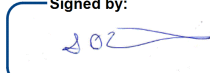
NOW THEREFORE the Parties have agreed to the following:

1. Provided the staffing provisions in Article 22 and/or Article 18, where applicable, have been respected, the University may at its discretion offer an interchange opportunity at the University to an external candidate. Prior to making an offer to an external candidate for an interchange opportunity, the Parties will mutually agree to the terms and conditions applicable to the candidate on a case-by-case basis.
2. Should a Regular Employee wish to participate in an interchange opportunity, the decision to authorize such an arrangement will be at the University’s discretion and is subject to the University's operational needs as determined in its sole discretion. In a circumstance whereby the University would like to authorize an interchange opportunity, the Parties will mutually agree to the terms and conditions applicable to the employee on a case-by-case basis.
3. This Letter Agreement shall expire on April 30, 2026.

In witness whereof, the parties have signed on January 23, 2025.

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Kristie Faasen
Senior Director,
Labour and Employee Relations

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(J) TRIAL SUMMER HOURS

The parties agree to modify Article 11.2 Summer Hours on a trial basis to address the expressed operational needs of the University.

To meet these operational needs or on request of the employee, management may, at its sole discretion, advance the summer schedule in Article 11.2(b) to begin May 1 at the earliest for some sectors or positions within Faculties/Service while maintaining the three (3) month period of the summer hours schedule.


The parties agree to conduct a joint review of the modified summer schedule, as applicable, prior to the expiry of the collective agreement. The purpose of this review is to assess the impact of the modification on employees and operations.

This LOA constitutes a temporary modification to Article 11.2 of the collective agreement and shall expire on April 30, 2026. On expiration of this LOA, summer hours shall revert to the terms specified in the collective agreement absent agreement of the Parties to amend the Article.

In witness whereof, the parties have signed on January 23, 2025.

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(K) TELEWORK GUIDELINES


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


The University recognizes that it may be appropriate for management to permit employees to request to telework as it could potentially have positive impacts for both the University and the employee. If a telework request is denied by the University, the reasons for the denial will be provided in writing to the Employee.

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

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

In witness whereof, the parties have signed on January 23, 2025.

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(L) ARTICLE 18.2- PRE-QUALIFICATION LISTS

WHEREAS the Parties discussed Article 18.2, specifically pre-qualification lists, at the bargaining table; and

WHEREAS the Parties have a mutual interest to clarify the language regarding pre-qualification lists;

NOW THEREFORE, the parties agree to the following:


1. Unless modified by way of this Letter of Agreement, Article 18, Job Postings and Appointments, including Article 18.2, continues to apply.
2. The provisions of Article 18, Job Postings and Appointments will initially apply when the University determines it would like to proceed with the creation of a concurrent pre-qualification list for future positions with an identical job description.
3. Following the recruitment process identified in point 2, a candidate(s) who receives a score of seventy-five percent (75%) or higher who did not obtain the position will be placed on a pre-qualification list, which may be used at the University's discretion, for positions with an identical job description that may be created or become vacant.
4. The pre-qualification list can only be used if no employees are on the staffing priority list (Article 19- "Elimination of a position and Layoff").
5. Candidates will be placed on the pre-qualification list in order of seniority. If the University elects to create additional pre-qualification lists for a job description for which a pre-qualification list has already been established, candidates will be added to the existing list in order of seniority.
6. The University shall not draw from a prequalification list if the list has been inactive for a period of six (6) months or more. The University may elect to proceed as per paragraph 5 to reactivate the pre-qualification list for the job description.
7. If a candidate does not want to be placed on the pre-qualification list or desires to have their name removed from the list, they shall advise the human resources representative(s), identified by the University, in writing. Similarly, an employee may decline an offer for a position once on the pre-qualification list without jeopardizing their standing on the list.
8. Once an employee is placed on the pre-qualification list, the competency of the employee may be assessed by the Dean or Service Director, or their delegate, through an interview and/or selection tests prior to being offered a future position. For further clarity, Article 18.4 will apply in this circumstance.

9. If an employee is not available to occupy the position on the desired start date and/or in the imminent future their candidacy may not be considered by the University. If an employee becomes excluded from the Bargaining Unit or departs the University their name shall be automatically removed from the pre-qualification list.
10. The University will provide the Institute and the UOITP Group Executive with a copy of existing pre-qualification lists on an annual basis.
11. The University and the Institute may meet in accordance with Article 41, (Labour Relations Advisory Committee), to discuss concerns related to this Letter of Agreement throughout the term of this Agreement. The process outlined in this Letter Agreement will remain in place for the term of this Agreement absent mutual agreement by the Parties.
12. The Parties shall meet within thirty (30) days of the ratification date to discuss the operationalization of this Letter of Agreement, including the implementation date.
13. This Letter Agreement shall expire on April 30, 2026.

In witness whereof, the parties have signed on January 23, 2025.

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