COLLECTIVE AGREEMENT

between

THE UNIVERSITY OF WESTERN ONTARIO

and

UNIVERSITY OF WESTERN ONTARIO

POLICE ASSOCIATION

July 1, 2011 - June 30, 2015
MEMORANDUM OF AGREEMENT entered into BETWEEN:

THE UNIVERSITY OF WESTERN ONTARIO
(hereinafter called the "Employer")

- and -

UNIVERSITY OF WESTERN ONTARIO POLICE ASSOCIATION
(hereinafter called the "Association")
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Article 1  Provision of Police Services

.01 The parties to this agreement agree and affirm that police services at the University of Western Ontario will be provided based on the needs of the university community. In support of this objective it will be the responsibility of every member to:

(a) be accountable for their actions to their superiors, subordinates, co-workers and the community,
(b) carry out their duties in a responsible, professional and efficient manner while fostering positive relationships with the entire university community as well as external groups,
(c) maintain frequent contact with the community to obtain feedback on department operations and services as well as providing advice and assistance to members of the community in creatively responding to problems,
(d) identify and take action to rectify conditions which pose a safety or security risk to the community while respecting policies and procedures of the University,
(e) provide leadership, assistance and support members to the community as well as other members of the department by providing constructive advice and training.

.02 The members of the Campus Community Police Service will deliver services to the community in accordance with community policing principles including:

(a) The need to ensure the safety and security of all persons and property at the University,
(b) the importance of safeguarding the fundamental rights guaranteed by the Canadian Charter of Rights and Freedoms and the Human Rights Code,
(c) The need for co-operation between the providers of police services and the university community,
(d) the importance of respect for the victims of crime and understanding of their needs,
(e) the need for sensitivity to the pluralistic, multiracial and multi-cultural character of the University.
Article 2 Definitions

.01 In this agreement, the following terms shall be defined as set out in this Article, unless the contrary intention is expressly provided for elsewhere in this Agreement:

(a) **Board of Governors or Board** means the Board of Governors of The University of Western Ontario as provided for in The University of Western Ontario Act;
(b) **The University or UWO** shall refer to The University of Western Ontario;
(c) **UWOPA** shall refer to the University of Western Ontario Police Association; also known as the Association;
(d) **Employer** shall mean The University of Western Ontario;
(e) **Employee** means only a person covered by this Agreement unless specifically indicated otherwise by the tenets of this Agreement.
(f) **Day** means a working day.
(g) **Seniority** – Date of last hire into the bargaining unit.
(h) **Association representative** means an individual or an employee who has been duly authorized to represent the Police Association with respect to matters which relate to this agreement and shall include employees elected to hold office within the Association.
(i) **Association** – The University of Western Ontario Police Association.
(j) **Steward** – An employee elected by the Association to handle any grievances arising out of the interpretation, application, administration or alleged violation of the specific terms of the articles in this Agreement.
(k) **Normal Retirement Date (NRD)** - For the purposes of this agreement, the Normal Retirement Date is defined as the first day of the month following an employee's attainment 65 years of age.

.02 Where the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context or the party or parties hereto so require.
Article 3 Reservation and Continuation of Management Functions

.01 The Association recognizes that the management and direction of the working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:

(a) maintain order, discipline and efficiency;

(b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that if an employee claims he has been discharged or disciplined without cause, or improperly laid off or recalled, a grievance may be filed and dealt with in accordance with the Grievance Procedure;

(c) determine the machinery and equipment to be used, the methods and techniques of work, the standards of performance, the schedules of work and number of personnel to be employed;

(d) establish, enforce and alter from time to time rules and regulations to be observed by the employees.

(e) The employer will endeavour to discuss with the Association when changes of a major nature are contemplated.

.02 The Employer's right to exercise the management function in this Article is subject to the provisions of this Agreement. The management functions shall not be used to direct the work force in violation of the Ontario Human Rights Code.
Article 4 Recognition

.01 The Employer recognizes the Association as the sole collective bargaining agent with respect to those matters covered by this Agreement for those employees of the Employer of the Campus Community Police Service employed as University Police Special Constables, save and except Sergeant, those above the rank of Sergeant, office staff, students employed during the school or university vacation period and persons regularly employed for not more than twenty-four (24) hours per week.

.02 The classification listed in Schedule A is the only job classification covered by this Agreement. Any new job classifications within the bargaining unit which may be created in the future may be added to Schedule A by mutual agreement.

.03 The word employee whenever used in this Agreement will apply only to Regular Full-time employees who are defined as employees employed for an average of more than 24 hours a week for a total of six consecutive months or more and for whom a termination date within the next six months has not been defined.

.04 Only employees as defined in section .03 above are covered by the terms of this Agreement.

.05 Any member may be in an acting position outside of the bargaining unit for a maximum of 12 consecutive months.

Article 5 Discrimination and Harassment

.01 The Employer and the Union are committed to a working and learning environment that allows for full and free participation of all members of the institutional community. Discrimination against and harassment of individuals, whether as members of any recognizable group or otherwise, undermine these objectives and violate the fundamental rights, personal dignity and integrity of individuals or groups of individuals.

.02 This article is in accordance with all applicable federal and provincial legislation related to discrimination and harassment such as the Ontario
Human Rights Code. It also applies to those situations defined as Workplace Harassment under the Occupational Health and Safety Act. The Safe Campus Policy (M.A.P.P. 1.46) should be consulted whenever there are concerns about violence in the workplace including domestic.

**Discrimination**

.03 Except as permitted by law, there shall be no discrimination, interference, restriction or coercion exercised against or by any Employee regarding any term or condition of employment, nor shall any discrimination be exercised against or by Employees in the course of carrying out their duties, by reason of:

(a) race, colour, ancestry, place of birth, ethnic or national origin, citizenship; or  
(b) creed, religious or political affiliation or belief or practice; or  
(c) sex, sexual orientation, gender identity or expression, physical attributes, marital status, or family status; or  
(d) age; or  
(e) physical or mental illness or disability; or  
(f) place of residence; or  
(g) record of offences for which a pardon has been granted; or  
(h) membership or participation in the Union.

.04 This Article shall not infringe upon the implementation of special programs designed to relieve hardship or economic disadvantage or to assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity.

**Harassment**

.05 There shall be no Harassment of Sexual Harassment exercised against or by any Employee.

.06 Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment may be related to one or more of the prohibited grounds of discrimination under Article 5.03. Harassment includes sexual harassment, personal harassment, and workplace harassment. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal.
Sexual Harassment includes comment or conduct of a sexual nature such as, but not limited to, sexual assault, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours or unwelcome innuendo or taunting about a person’s body, physical appearance, sexual orientation or gender expression, and includes situations where:

a) submission to such conduct is made either explicitly or implicitly a condition of an individual’s employment; or
b) submission to such conduct by an individual is used as a basis for employment; or
c) such conduct interferes with an individual’s work performance; or
d) such conduct creates an intimidating, hostile or offensive working or learning environment.

This definition of sexual harassment is not intended to inhibit interactions or relationships based on mutual free consent or normal social conduct between Employees.

Personal Harassment includes conduct and/or behaviours which create an intimidating, demeaning or hostile working or learning environment whether or not it is based on the prohibited grounds defined in the Ontario Human Rights Code and listed in Article 5.03.

Workplace Harassment is defined under the Occupational Health and Safety Act as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

Harassment may not include:

a)  interpersonal conflict or disagreement; or
b)  the proper exercise of management’s rights and/or performance evaluation.

An Employee alleging a violation of this Article may seek resolution through the Employer’s policy on Discrimination and Harassment and/or may file a grievance in accordance with Article 14 – Grievance Procedure.

Nothing in this Article precludes the Employer from conducting an
investigation into an allegation of Discrimination or Harassment. The Employer shall notify the Union of any investigation into an allegation of Discrimination or Harassment made against an Employee. In all other such investigations involving Employees, they shall be notified of their right to Union Representation prior to any meeting with the Employer.

.13 No Employee against whom an allegation of Discrimination or Harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.

.14 An Employee who is disciplined as the result of any investigation into alleged Harassment or Discrimination shall have the right to grieve such discipline under Article 14 – Grievance Procedure.

**Article 6 Strike or Lock-out**

.01 The Association agrees that there will be no strike during the terms of this Agreement, and accordingly, should any or all of the employees covered by this Agreement take such action, the Association will declare the action to be in violation of this Agreement and require the employees involved to return to work and perform their usual duties. Any employees participating in any such strike will be subject to disciplinary action, including discharge.

.02 Where individuals in a labour dispute, other than those in the bargaining unit, engage in a strike and maintain picket lines, and where employees of the bargaining unit could suffer personal harm, the Employer will endeavour to safeguard such employees.

.03 The Employer agrees that during the term of this Agreement there will be no lockout.

.04 Strike and lockout bear the meanings used in the Ontario Labour Relations Act.
Article 7 Representation

.01 The Employer agrees to recognize a Committee consisting of not more than three (3) elected members of the employees covered by this Agreement for the purposes of the negotiation and administration of this Agreement. The aforementioned Committee shall not suffer any loss of pay or benefits during any and all negotiating meetings up to and including conciliation, but not beyond.

.02 This Committee may be enlarged at any time by the addition of a representative of the Association when dealing with the Employer.

.03 The Employer agrees to recognize a steward or a Committee member for the purpose of assisting employees in presenting grievances to the Employer as set forth in this Agreement.

.04 It is understood and agreed that the steward or a Committee member has his regular duties as an employee to perform and that if it is necessary to investigate a grievance or attend a grievance hearing during working hours, the steward will not leave his work without first obtaining the permission of his Sergeant which shall not be unreasonably withheld. The steward shall report again to his Sergeant at the time of his return to work.

.05 The Association shall notify the Employer in writing of the names of the steward and elected officers of the Association and the effective dates of their elections or appointments.

Article 8 General Conditions

.01 It shall be the obligation of each employee covered under the terms of this Agreement to inform the Sergeant of his current residential address and telephone number. This information will not be posted without the employee’s consent.

.02 The Employer agrees that payroll deductions shall be made for Government Savings Bonds, United Way and, Parking when written request is made therefore by the employee.

.03 All performance records that may be used for disciplinary purposes will be considered void after a period of two years has elapsed, provided no further disciplinary action of a similar nature occurs during that period.
All employees under this Agreement can review their complete personnel file maintained in Human Resources and in Campus Community Police Services with reasonable notice given to the holder of those files. The file cannot be removed from the office where it is kept and must be examined in the presence of a member of Human Resources and/or the Director or designate of Campus Community Police Services.

**Article 9 Association Dues**

.01 Upon receipt of a signed authorization card in the form set forth in Appendix C, the Employer shall deduct from the regular pay of each calendar month of each employee covered under the terms of this Agreement an amount equivalent to the regular monthly dues and remit same to the Association.

.02 The amount of such dues and/or assessment shall be certified to the Employer by the Association. In the event of a change therein, not less than thirty (30) days' notice thereof shall be given to the Employer.

.03 The dues and/or assessments deducted from the pay of employees shall be forwarded by the Employer to the Association not later than the 20th day of the following month.

.04 Notices required to be served hereunder upon either the Association or the Employer shall be deemed to be served sufficiently if mailed or delivered to the President of the Association and the Director of Human Resources respectively.

**Article 10 Safety**

.01 The parties hereto agree that the safety of the employees, students and visitors on the campus of the Employer and the protection of the Employer's property and equipment are matters of prime concern. The obligation of the employees to report safety hazards to the appropriate Sergeant is acknowledged.

.02 The Employer and employees agree to abide by the Occupational Health and Safety Act as it applies to the Employer.

.03 The Health and Safety Representative required by the Occupational Health and Safety Act will be appointed by the Association.
Article 11 Seniority

.01 The Employer will maintain a seniority list which will record, by job classification as expressed in Schedule A, the names and dates of last hire of members of the bargaining unit. This list will be posted annually on Association bulletin boards within one month after the execution date of this Agreement. Following one week's posting, the list shall become final except as to any employee who has disputed the accuracy of his seniority date during that week because of new or amended information contained in the posted list. In such case the list will be subject to adjustment if established to be inaccurate.

.02 In cases of lay-offs, the employee with the least seniority will be laid off first.

.03 For the purposes of recall, the above process is reversed.

.04 Employees who replace other employees under this Article, will be paid the rate applicable to the new job classification.

.05 A person shall be deemed to have terminated his employment with the Employer and shall lose all seniority if he:

(a) voluntarily quits the employ of the Employer;

(b) is discharged and not reinstated through the process of the Grievance Procedure pursuant to this Agreement;

(c) following a lay-off, fails to report for work within five working days after being recalled or fails to notify the Employer within three working days after recall that he will report for work, unless such period is extended for reasons satisfactory to the Employer. Such recall notice shall be satisfactorily given if sent by registered mail to employee's address on record with the Employer;

(d) is absent without permission for three consecutive working days;

(e) is absent due to lay-off or disability, or both, for more than two years;

(f) utilizes a leave of absence for purposes other than those for which the leave of absence was granted with advance notice to the employee.
Seniority will not accumulate beyond the first thirty calendar days of layoff or authorized unpaid leaves of absence, except where required by the Employment Standards Act 2000 (“ESA”). Seniority will not accumulate during any periods of Long-Term Disability or Workmen’s Compensation benefits beyond the initial 15 week sick leave period.

**Article 12 Payment of Salary**

.01 The regular monthly salary of an employee will be paid by bank deposit. Monthly salaries will normally be deposited on or before the second last working day of the month.

.02 An earning statement will be sent to the employee each pay period.

.03 On the death of an employee, one month’s salary in addition to the salary pertaining to the month of death will be paid to the spouse, or failing such, to the estate of the deceased.

**Article 13 Hours of Work**

The following provision designating regular hours on a standard work shift over the schedule determined by the University shall not be construed to be a guarantee of the hours of work to be performed on each shift nor as to the shifts of work per week:

.01 The standard work shift shall be either twelve (12) or eight (8) (if mutually agreeable), consecutive hours, inclusive of a paid one-half hour meal period and the standard work week will average 40 hours per week but will vary according to the assigned work schedule. If a change is required in current schedules, the parties will discuss and endeavour to come to an agreement. If agreement is not possible, the University will determine scheduling to maintain service.

.02 Staff shall be entitled, subject to the exigencies of service requirements, to a twenty (20) minute rest period.

.03 The parties may agree to a schedule that allows for adjusting the standard work shift.
.04 Overtime will be defined as the time worked, as approved in advance by the Sergeant, in excess of the employee's assigned work schedule. Authorized overtime will be paid at one and one-half times (1½X) the hourly earning rate or equivalent time off will be arranged by the Sergeant.

.05 The Employer will discuss with the Association any major structural work schedule change, that affects all employees, at least six weeks prior to any change taking place.

.06 All time worked, or credited, in excess of the assigned work schedule for the year will be used up in time off, or pay in lieu thereof, during that same fiscal year. If scheduling within current year is not operationally viable, the Director may authorize the outstanding balance to be scheduled in the next fiscal year by April 30th.

.07 Monthly work schedules will be posted not less than ten (10) working days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee seven (7) days in advance of the starting time of any change in the work schedule. If the employee concerned is not notified seven (7) days in advance he shall be paid time and one-half (1½X) for all hours worked on the first shift of the changed work schedule.

.08 The work schedule may be changed without any premium or penalty if agreed upon between the employee and the Employer.

.09 (a) For all hours worked in an Acting Sergeant capacity by a University Police Special Constable or Cadet with less than twelve (12) months of continuous service, or when the Sergeant is replaced during a shift, the rate of pay will be at the University Police Special Constable's rate.

(b) For all hours worked after completion of 192 hours in an Acting Sergeant capacity, other than in .09(a) above, the rate of pay for the acting Sergeant will be at the University Police Special Constable's rate plus 10%. A special Constable who has performed in the capacity as an Acting Sergeant during 2011 will have those hours count towards the completion of 192 hours.

(c) For all prearranged and agreed to training hours worked as a Training Officer, the Special Constable will be provided a 5% training premium while training a new employee.
(d) **Communications Centre premium** – For all authorized hours worked a Special Constable will be provided a 10% fill in premium while doing the Communications Centre essential duties on the board. This premium will only commence after 2 hours are worked on a shift and then will be paid for all hours worked on that shift.

.10 Except as in .11 below, an employee who is required to report to work more than two hours before his scheduled hours of work will receive a minimum of four (4) hours' pay at one and one-half times (1½X) his earning rate.

.11 Employees called in for training sessions conducted in non-working hours will be paid overtime rates for the period of the sessions only.

.12 Employees required to work a scheduled shift of more than five (5) hours starting after 2:00 p.m. will include a paid thirty (30) minute lunch period during their shift.

.13 Employees required to work on either Christmas Day (December 25) or New Year's Day (January 1) will be paid at the rate of two (2X) times their regular rate for all hours worked on those days.

.14 The pay duties rate (non-scheduled, outside paid) will be 1.5 times for the first class Special Constable rate.

.15 The premium of $1.50 per hour will be paid for all hours worked between 10 p.m. and 6 a.m. Effective July 1, 2012 the Premium is $0.50 per hour for all hours worked between 10 p.m. and 6 a.m.
Article 14 Grievance Procedure

.01 A grievance is defined as an alleged violation of the specific terms of this Agreement. It is agreed that only one grievance concerning an alleged violation will be recognized.

.02 It is the mutual desire of the parties hereto that problems experienced by employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until he has given the Sergeant the first opportunity to address the problem. Following this, should an employee wish to discuss the problem with the Steward, he will request the Sergeant to arrange a meeting between the employee and the Steward. Such meeting will take place within 3 working days. If a written grievance is filed with the Sergeant it must be filed within seven days after the circumstances giving rise to the grievance have occurred and shall proceed in the following manner and sequence.

Step No. 1

The employee may submit a written grievance to the Sergeant on the form (Appendix B). It will be signed and dated by the employee involved and in all cases by the Steward. It will be identified by a number issued by the Steward. The Sergeant will acknowledge the receipt of the grievance with his signature and the date received. At the step No.1 meeting the Steward will be present. The nature of the grievance, the remedy sought and the sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Sergeant will whenever possible hold the grievance hearing within 5 working days and deliver his decision in writing within three working days of the hearing to the grievor and the Steward.

Step No. 2

Within three working days of the Sergeant's decision under Step No. 1, the grievance may be submitted to the Director of Campus Community Police Services or his designate. At the Step No.2 meeting the Sergeant, the Steward and the grievor will be present. The Director will whenever possible hold the grievance hearing within 5 working days and deliver his decision in writing within three working days of the hearing.
Step No. 3

Within four working days of the Director's decision under Step No. 2, the grievance may be submitted to the Director, Human Resources or her/his designate.

At this Step No.3 meeting the University of Western Ontario Police Association Representative and/or the Steward and the grievor will be present. The Director, Human Resources will whenever possible hold the grievance hearing within 10 working days and deliver his decision in writing within four working days of the hearing.

.03 Where no answer is given within the time limits specified in the Grievance Procedure the employee concerned, the Association, or the Employer shall be entitled to submit the grievance to the next step of the Grievance procedure. Any grievance that is not commenced or processed to the next step in the Grievance Procedure within the aforesaid time limits, or as extended by written mutual agreement shall be deemed to have been abandoned.

.04 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer and Association and the employee(s).

.05 A grievance as defined herein arising directly between the Employer and the Association shall be originated under Step. No.3. However, it is expressly understood that the provisions of this paragraph may not be used by the Association to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not be thereby by-passed. Any grievance by the Employer or the Association as provided in this paragraph shall be commenced within seven working days after the circumstances giving rise to the grievance have occurred.

.06 Failing settlement under the Grievance Procedure, such grievance may be submitted to Arbitration as set forth in Article 15. If no written request for Arbitration is received within five working days after the decision under Step No. 3 is given, it shall be deemed to have been settled and not eligible for Arbitration.
.07 Work days as delineated in this Article will be confined to Monday to Friday inclusive.

.08 All grievances initiated at Step 2 or Step 3 require a Step 1 grievance form (Appendix B) be completed with the exception of the decision, signature and discussion with the Sergeant.

.09 Where a grievance is related to a termination or suspension, it shall be originated under Step 3.

.10 Whenever the term Sergeant is used in this article it shall relate to the Sergeant appropriate to the incident being grieved.

**Article 15 Arbitration Procedure**

.01 If the Employer or the Association requests that a grievance as provided in Article 12 be submitted to Arbitration, it shall make such request in writing addressed to the other party, and at the same time the notice shall contain the names of three persons selected by the first party as being appropriate to act as the sole Arbitrator herein. The recipient of the notice shall, within five days inform the other party as to whether or not any of the three names submitted by the first party are acceptable to it as sole Arbitrator. In the event that the recipient of the notice is not able to accept any of the three names so put forward, it shall name three persons deemed appropriate by it to act as sole Arbitrator herein. After five working days after such suggestions are received from the recipient for such notice and in the event that none of the six names so put forward are acceptable to both parties to act as sole Arbitrator, the parties jointly agree to request the Minister of Labour for the Province of Ontario to appoint a sole Arbitrator to hear such grievance.

.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless agreed by the parties.

.03 The Arbitrator shall not have jurisdiction to alter, modify, amend, add or delete any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

.04 No matter may be submitted to Arbitration which has not been properly carried through the Grievance Procedure, except that the parties by mutual written consent, may extend the time limits fixed in both the Grievance and
Arbitration Procedures.

.05 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive beyond seven days before the complaint was discussed with the Sergeant or as lodged by the Employer or Association under Section .05 of Article I2.

.06 The written decision of the Arbitrator will be final and binding upon the parties hereto, and the employees.

.07 Each of the parties hereto will jointly bear the fees and expenses of the Arbitrator.

**Article 16 Termination Notice**

.01 Should the employer terminate an employee for redundancy reasons or for cause, other than in extreme cases such as willful misconduct, disobedience or willful neglect of duty, the employee will be entitled to a combination of termination notice, and severance pay in accordance with the following schedule:-

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<tr>
<th>Period of Employment</th>
<th>Termination Notice</th>
<th>Severance Pay</th>
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<tbody>
<tr>
<td>Under 3 months' service</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>3 months to less 2 years service</td>
<td>Two weeks or 80 hours</td>
<td>None</td>
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<tr>
<td>2 years to less than 5 years' service</td>
<td>Five weeks or 200 hours</td>
<td>None</td>
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<td>5 years or more</td>
<td>One week or 40 hours for each year of service to a maximum of eight weeks or 320 hours</td>
<td>One week or 40 hours for each year of service to a maximum of 26 weeks or 1040 hours</td>
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.02 In extreme cases such as willful misconduct, disobedience or willful neglect of duty, the employee will be interviewed and suspended from work, the case considered, and then employment may be terminated without prior notice or warning.
Article 17 Misconduct, Suspension and Discharge

.01 In the event that an allegation of misconduct is made against an employee, an investigation will be conducted and the employee in question will be interviewed, having been given the option to have an UWOPA representative in attendance.

.02 In the event that any disciplinary action is proposed to be taken by the Employer in the case of misconduct, the employee and the UWOPA representative will be given advance notice of the disciplinary meeting, which meeting can be attended with UWOPA representative.

.03 In the event that an employee is suspended without pay for any reason, the Employer agrees to confirm such suspension in writing to the employee and to the Steward of the Association as soon as possible but no later than four working days from the decision to suspend.

.04 The Association recognizes that it may, on occasion, be necessary to suspend an employee from the work place without the Steward present. If such action is taken the Employer agrees to review this action with the employee and the Steward within four working days.

.05 Should an employee feel that he has been unjustly suspended or discharged; he shall by the end of the fifth working day following receipt of the written notice of suspension or discharge file a grievance at Step No. 2 of the grievance procedure under Article 14.

.06 If the Employer's suspension or dismissal action is found to be unjust and the employee is to be reinstated, in no case is the monetary compensation to exceed the amount which the suspended or discharged employee would have earned during normal working hours through the period that he was unable to work because of the suspension or discharge action. Furthermore, if the employee was otherwise employed during his period of suspension or discharge, such earnings from the other employer are to be deducted from the monetary compensation outlined in the previous sentence.
Article 18 Clothing and Equipment

.01 The Employer agrees to provide the following clothing and equipment:

(a) Initial issue by the sixth month of employment
   i) One (1) uniform consisting of 1 jacket, 2 pairs of summer trousers, 2 pairs of winter trousers, 1 cap and badge, 1 winter cap, 3 long sleeve shirts, 3 short sleeve shirts, 1 tie, 1 duty belt, 1 pair of winter gloves, 1 raincoat, 1 pair of "police style" footwear with specifications defined by the Director of Campus Community Police Services.

(b) Annual issue - to be provided one year after (a) above each year thereafter
   i) Two (2) pair of trousers - employee's choice as to summer or winter issue
   ii) Three (3) shirts - employees choice as to long or short sleeves

(c) Jackets, summer cap, winter cap, winter gloves, ties, sweaters, dickies, raincoat and footwear will be replaced when required as determined by the Director of Campus Community Police Services. Any requests for replacement will be made by June 1st in each calendar year, with the determination and communication by the Director by July 1st with the intent that the clothing will be available by September 1st.

(d) Flashlights, safety vests (traffic) are available for use when on duty.

(e) Notebooks, leather notebook holders, flashlight batteries, pens (black ink) will be replaced as required.

Article 19 Vacations

.01 Employees will be entitled to vacation with pay based on the length of continuous service from the date of last hire as set out below:

(a) An employee earns vacation entitlement at a rate of 15 working days for each of the first two (2) completed years of continuous service.

(b) Upon completion of two (2) full years of continuous service, vacation entitlement is earned at a rate of twenty (20) working days per year.
(c) Upon completion of nineteen (19) full years of continuous service five (5) additional vacation days will be provided, and thereafter, vacation entitlement is earned at a rate of 25 working days per year.

.02 Employees may take their accrued vacation entitlement or a portion thereof, subject in all cases to the prior approval of the Sergeant and the functional requirements of the Employer.

.03 Vacation entitlements will not be permitted to accrue beyond thirty (30) days without the prior approval of the Sergeant.

.04 There will be no accumulation of vacation entitlement during layoffs, unpaid leaves of absence, except where required under the ESA, or during periods of Long-Term Disability or Workmen's Compensation benefits beyond the initial sick leave period.

.05 For the purpose of determining the length of continuous service, all periods of absence as defined in .04 above in excess of one month's duration will be added to the date of last hire.

**Article 20 Long Term Recognition**

.01 Employees covered by this Agreement will be eligible for the benefits provided for under the current University's policy - Service Recognition Policy 3-5.

**Article 21 Pregnancy Leave**

.01 The Employer provides pregnancy leave for employees to assist them in the continuance of their service at the University.

.02 Should an employee not wish to continue her employment relationship with the University following her pregnancy, she may either resign or apply for unpaid pregnancy leave under the Employment Standards Act. These latter provisions are available to those employees who have not satisfied the service requirements in .05 below.

.03 Employees are encouraged to discuss the nature of their ongoing commitment to the University with their Sergeant prior to the initiation of the leave.

.04 Upon return to work, the employee is to return to the same position and
salary.

.05 The Employer provides for pregnancy leave under the ESA for employees who have worked for the University for at least 13 weeks of continuous service. The Employer provides an additional University S.E.B. plan for employees who have worked for the University for at least one (1) year as of the probable date of delivery.

.06 An employee is expected to work for the University for at least six months following the date of her return from her pregnancy leave. Should an employee not satisfy this condition, she will be indebted to the Employer for the sum of the monies paid to her by the Employer during her pregnancy leave.

.07 Pregnancy leave is a flexible leave for up to seventeen weeks with pay and benefits as specified in Section .08 and .09 below.

.08 An employee who qualifies for pregnancy leave under the provisions of this article is eligible for:

(a) 95% of the salary at the time of the initiation of the leave paid by the Employer for the initial two-week waiting period prior to the commencement of Employment Insurance benefits; and

(b) the difference between Employment Insurance benefits and 95% of the salary at the time of the initiation of the leave, not to exceed fifteen weeks, paid by the Employer, provided the employee has applied for and is in receipt of Supplemental Employment Insurance Benefits.

In no case will the total amount of the Supplemental Employment Benefits, unemployment gross benefits and any other earnings received by the employee exceed 95% of the employee's salary at the time of the initiation of the leave.

(c) Employees do not have a right to this payment except for supplementation of Employment Insurance Benefits during the pregnancy leave period as specified above.

.09 During the period of paid pregnancy leave, the Employer will continue the employee on full benefits through regular payroll deductions.

.10 Pregnancy leave may be initiated by that employee at any time within
seventeen weeks of the expected delivery date.

.11 Pregnancy leave ends no later than seventeen weeks from the beginning of the leave.

.12 Leave in excess of seventeen weeks required for medical reasons relating directly to an employee's pregnancy and/or delivery of an infant may be treated in accordance with Article 28, Sick Leave and Salary Continuance. In such case, the employee should immediately contact the Sergeant.

.13 Leave of absence in excess of the seventeen week period, except for medical reasons (see .12 above) may be taken without salary in accordance with the Parental Leave policy for up to an additional thirty-five (35) weeks and for additional time under Article 27 Leave of Absence.

.14 Vacation entitlement and seniority continue to accumulate during this leave.

.15 An employee shall provide her Sergeant with as much advance notice as possible of the anticipated date of birth and discuss her future plans with regard to her employment at the University.

.16 The Employee should make application through her Sergeant for pregnancy leave at least three months in advance of the expected date of delivery.

.17 A counseling session may be arranged with Pensions & Benefits to provide information and assistance with the completion of the necessary documentation under this Policy.

.18 An expectant mother will be placed on restricted duties commencing six (6) months prior to the expected date of delivery of the newborn child and such restricted duties will continue until the child is born or the pregnancy leave is initiated, whichever occurs first.

Article 21A Parental Leave

.01 In accordance with the provision of the current ESA, an employee who has been employed for at least thirteen weeks of continuous service and is eligible for a parental leave period extended to the parents of a newborn or newly adopted child coming into the employee's custody, care and control, as outlined in this article.

(a) If the employee took a pregnancy leave, the employee is eligible for an
unpaid leave of 35 weeks immediately following the pregnancy leave unless the child has not come into the full custody, care and control of a parent for the first time due to hospitalization.

(b) If the employee did not take a pregnancy leave, the employee is eligible for an unpaid leave up to 37 weeks within fifty-two (52) weeks after the child comes into the full custody, care and control of a parent for the first time.

(c) An employee who becomes the parent of newly adopted child(ren) is entitled to an unpaid leave of up to 37 weeks within fifty-two (52) weeks after the child comes into the full custody, care and control of a parent for the first time. The employee who utilizes parental leave solely in respect of adoption of a child and has worked for the University for at least one year and is eligible for and in receipt of Employment Insurance benefits shall be granted Supplementary Insurance Benefits (S.E.B.) for seventeen weeks of the adoption related parental leave.

.02 Employees shall provide their Sergeant with as much advance notice as possible of the anticipated date on which the leave is to commence, but in any case a minimum of two weeks notice is required, unless the child arrives earlier than expected.

.03 Vacation entitlement and seniority continue to accumulate during this leave.

.04 During the period of parental leave, the Employer will continue the employee on the benefits normally fully paid by the Employer.

**Article 22 Educational Assistance**

.01 An Educational Assistance Plan is established, and will be maintained, for the purpose of encouraging members to obtain additional education to assist in their career development and to provide financial assistance to those who do so in accordance with this Article.

.02 This Article applies to those members who are actively employed at the beginning of the course(s) involved and members who are on an unpaid education leave of absence in accordance with Article 29 at the beginning of such eligible courses. If a member voluntarily terminates her employment or is terminated for just cause prior to the completion of the course, that individual shall be indebted to the University for the full amount of tuition advanced.
.03 For each full or half course taken for credit at the University, the employee will be reimbursed the equivalent of the tuition fee for a basic undergraduate full or half course, whichever is applicable, in the University’s Faculty of Arts and Humanities. Provided a member has completed a course for credit at The University of Western Ontario under this Educational Assistance Article, the tuition fee for all future credit courses at the University of Western Ontario will be paid in advance by the University, subject in all cases to all other requirements of this article being met.

A maximum of $100 will be reimbursed on submission of receipt upon the successful completion of a course for the purchase of textbooks. Supplementary expenses such as activity fees, and lab fees shall not be reimbursed. All taxes form part of the full tuition and textbook cost for the purposes of this Article.

Members who are accepted into a part-time graduate Masters program at the University or any graduate degree program offered by any Canadian higher education institution, will be eligible for financial assistance in advance for tuition up to $4,000 per academic year, provided the member maintains their active employment relationship while completing this education.

Should the member not successfully complete their education, the advance funding is payable back to the University in the defined timeframe as agreed between the member and the University.

.04 Members shall be eligible for assistance for courses taken at institutions other than the University and/or non-credit courses at the University in accordance with this Article. The course(s) must be related to the present work duties or anticipated career plan for the individual within the University. A course is defined as a series of academic lectures which culminates in an examination and/or grade being awarded. Reimbursement will be on the basis of the tuition fee (not supplementary expenses, such as activity fees or lab fees) of each course to a maximum of the basic undergraduate tuition cost of two (2) full Faculty of Arts and Humanities courses at UWO per year, with the year running from June 1 to May 31. A maximum of $100 will be reimbursed on submission of receipts upon the successful completion of a course for the purchase of textbooks. The end of the course (the last day of classes or exam date whichever is later) shall determine the year to which the course is credited. The University shall determine whether an application under this sub-article will be approved. All taxes form part of the full tuition
and textbook cost for the purposes of this Article.

.05 The University will sponsor a tuition scholarship program for dependent children of Association members. The scholarship will be $1,200 per annum per dependent child who meets the following criteria/conditions:
- The student must be under the age of 26 years and enrolled as a full-time student in a degree program at The University of Western Ontario Affiliated colleges are include).
- Accessibility to the tuition scholarship is limited to four years, although not necessarily consecutive years.
- Minimum Academic Average and Progression requirements must be satisfied in the academic year prior to awarding the scholarship in order to maintain eligibility.

Article 23 Bereavement Leave

.01 An employee may be granted up to three days leave of absence without loss in pay as may be necessary to make arrangements for and/or to attend the funeral or memorial service of the employee’s spouse, parent, stepparent, grandparent, grandchild, stepchild, mother-in-law, father-in-law, daughter, daughter-in-law, son, son-in-law, brother, brother-in-law, sister or sister-in-law. Upon request such additional time off without pay may be granted as is necessary to make arrangements or for long distance travelling.

Article 24 Compassionate Leave

.01 When employees require time off because of extra-ordinary or compassionate circumstances (e.g. to attend funerals of friends and distant relatives, to attend to urgent health needs of his family, to obtain legal counsel) the Employer may give time off to the employee provided the employee uses accrued vacation or overtime to offset the loss in time or by agreement with the Sergeant, makes up the time.

.02 Employees will be required to explain the need for such absence and any time off will be limited to those needs which cannot be attended to outside working hours.

Article 25 Bulletin Board

.01 The Employer will provide a bulletin board in a mutually agreed location which will be used by the Association for posting notices.
The posting, removal and policing of the Association board will be done by the Steward.

Article 26 Health Care Appointments

.01 Whenever possible, employees will arrange medical and dental appointments at times other than working hours.

.02 When it is not possible to make health care appointments outside working hours, employees will arrange their appointments as near as possible to the beginning or end of the work day.

.03 If health care appointments must be made during working hours, the employee's Sergeant should be notified several days in advance of the appointment if possible.

.04 Appointments for health care will normally be considered leave of absence with pay.

Article 27 Holidays

.01 All employees, subject to the provisions of this Article, shall receive pay at their earning rate for the following statutory holidays provided the Employer, at its discretion, may determine the precise date on which the holidays are honoured. For the purpose of this agreement the employer will observe Christmas Day on December 25 and New Year's Day on January 1 of each year.

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.02 In addition, after one full year of employment, each employee will be entitled to one day's holiday per annum to be taken, subject to the work requirements of the unit at a mutually agreeable time.

.03 An employee is eligible for holiday pay as described above if present on his regular scheduled shift immediately preceding and immediately following the
holiday unless any absence is for reason satisfactory to the Employer.

.04 When the President's Day falls on a day which is not normally a working day, an alternate day will be specified by the Employer.

.05 When one of the above holidays falls on the regular day off or during vacation of any employee, another day off shall be arranged by the agreement of the individual and the Sergeant.

.06 When one of the above holidays falls during sick leave or an approved leave of absence, no entitlement will accrue to the employee.

.07 Employees who are required to work on a holiday under .01, shall receive one and one half times (1.5X) their regular pay for all hours worked on that statutory holiday plus a day in lieu.

.08 For all cases, the method of reimbursement should be agreed to by the employee and the Sergeant prior to the work being undertaken on a holiday. If time off is the agreed upon method of reimbursement, such entitlement must be used during the calendar month in which it is earned.

.09 Employees will not be paid for any of the above holidays should they fall during an unpaid leave of absence.

.10 The University will designate between one and three days off during the Christmas period and employees who are scheduled to work on these designated days will be paid at regular rate of pay for all hours worked. The employee will also bank equivalent hours for the work on the designated day.

.11 Employees required to work when the University is officially closed by the President or designate will be compensated at a rate of two (2) times the hourly earnings rate for all hours worked.
**Article 28 Witness Duty Pay**

.01 An employee who is required to attend a legal proceeding as a witness based on their performance of their duties as a Special Constable will receive regular pay computed at the employee's earning rate.

.02 When an employee is required to attend as a witness as per .01 above, he will inform his Sergeant of the date of the court appearance as soon as possible.

.03 An employee attending court as a witness because of an action involving his role as a University Police Special Constable, during the period he is not on duty, will receive a minimum of four (4) hours' pay at one and one-half times (1.5X) the earning rate.

.04 It is understood and agreed that each employee waives his right to any witness fee.

**Article 29 Leave of Absence**

.01 Subject to the work requirements, the Employer, may in its discretion, continue to grant leaves of absence without pay to employees for legitimate personal reasons.

.02 There will be no accumulation of vacation entitlement during unpaid leaves of absence longer than 2 weeks or during periods of Long-Term Disability or Worker's Compensation benefits beyond the initial 15 week sick leave period.

.03 Subject to the work requirements, the Employer may in its discretion grant a leave of absence with pay for up to one (1) employee who is elected or appointed to represent the Association at Divisional and National Conventions of the University of Western Ontario Police Association. The Association agrees to reimburse the Employer for the full cost of wages and benefits paid to the employee granted a leave under this Section. It is further understood that the total of such leave requests will not exceed fifteen (15) working days within any twenty-four (24) month period.

.04 An employee who is elected or selected for a full-time position with the Association, or any body with which the Association is affiliated or is elected to Public Office, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of one (1) year; such leave may be renewed in successive years provided that the leave of absence shall not
exceed four (4) years in total.

.05 Subject to the work requirements, the Employer may in its discretion grant a leave of absence with pay in accordance with the following:

(a) As a matter of convenience to those persons who are elected to the Executive Committee of the Association, the University agrees to continue payment of wages at the normal rate of pay for the period of time members of the Association Executive Committee are in attendance at regular Association meetings. In consideration of the Employer's action in this regard, the Association agrees to reimburse the Employer for the full cost of the wages and benefits paid to members of the Association Executive Committee while in attendance at regular Association meetings upon the receipt of an invoice to be provided to the Association by the Employer. Nothing in the within clause shall be so interpreted or construed as to require the Employer to pay wages for attendance at regular meetings of the Association held outside the scheduled working hours of an employee. If mutually agreeable between the Employer and the employee, the employee may make up the time.

(b) Further, the University agrees to continue payment of wages at the normal rate of pay for the period of time the Steward is in attendance at regular membership meetings if held during his scheduled working hours and provided the University has received written notification of intent three (3) working days prior to the date of the said meeting. In consideration of the Employer's action in this regard, the Association agrees to reimburse the Employer for the full cost of the wages and benefits paid to the Steward while in attendance at regular membership meetings upon the receipt of an invoice to be provided to the Association by the Employer. Nothing in the within clause shall be so interpreted or construed as to require the Employer to pay wages for attendance at regular membership meetings of the Association held outside the scheduled working hours of an employee. If mutually agreeable between the Employer and the employee, the employee may make up the time.
**Article 30 Sick Leave and Salary Continuance**

.01 Employees are eligible as of their Regular Full-Time start date to receive full salary while absent from work due to illness or injury up to a maximum of 15 consecutive weeks except as described in .01(a) below.

(a) If there is a recurrence of the same or related illness or injury during the first 3 weeks following an employee's return to work on a full-time basis, the employee is entitled to the unused portion of the original 15 week period of sick leave.

(b) Employees are again eligible for the full 15 weeks of sick leave upon their return to work from any sick leave regardless of duration, except as under .01(a) above.

.02 Employees are to notify their Sergeant as early as possible of their absence and expected date of return to work on a full-time basis.

.03 The Employer reserves the right to require medical certification of illness or injury and/or a medical examination by a qualified physician of its choice any time that it considers such action necessary.

(a) In any event, after an absence of 1 week and at regular intervals thereafter (eg. every 2 weeks) the employee will keep his Sergeant informed of his medical status and tentative return to work date.

(b) At the time of his return to work after each sick leave absence of two weeks or more the employee must provide the Sergeant with a physician's note certifying that the employee has been in the care of a physician and:
   i) that the employee is able to return to work on a full time basis without restrictions, or
   ii) that the employee is able to return to work, with the nature and duration of any work restrictions described.

.04 All Worker's Compensation allowances will be received directly by the Employer for the first 15 weeks of sick leave during which time full pay will be given to the employee. If the disability continues, Worker's Compensation will pay the employee directly.

.05 During the periods of total disability and where no salary is being paid by the Employer, all group insurance and pension benefits in force at the
commencement of the sick leave will be continued by the Employer.

.06 There will be no accumulation of vacation entitlement during unpaid leaves of absence or during periods of Long-Term Disability or Worker's Compensation benefits beyond the initial sick leave period.

Article 31 Staff Benefits

0.1 All regular full-time employees under this Agreement will be provided with Staff Benefits as outlined in this Article.

0.2 Where the salary of an employee in any month is not sufficient to pay the required employee contributions to the benefits programs, the contributions of the employer towards the benefit programs are discontinued. Employees may continue these benefits by making appropriate arrangements with the Human Resources Department at the time of the layoff or leave.

0.3 Long Term Disability Insurance
During periods of Long Term Disability or WSIB where no salary is being paid by the Employer, all compulsory group insurance and pension benefits in force at the commencement of the absence will be continued by the Employer. Employees may continue any voluntary group insurance benefits by making arrangements with the Human Resources Department for payment of those voluntary benefits they wish to continue.

0.4 Effective 1 July, 2001, the level of Group Long Term Disability Insurance benefit will be amended to 70% of income at date of disability, subject to a maximum of $5,000 per month.

0.5 Group Health, Vision and Dental Plans
Group Health and Dental Plan Eligible Expenses shall be in accordance with the Group Insurance Policy (Manulife 1878) as of July 1, 2009, except as explicitly amended in this article.

0.6 Members will fund 15% of eligible expenses under the Group Extended Health Insurance Plan and the Group Dental Insurance Plan, subject to a maximum out of pocket of $450 per calendar year for single coverage and $900 per calendar year for family coverage. Eligible expenses with defined annual maximums (e.g. orthotics) are not included in this co-insurance arrangement.

Vision Care benefit shall be provided up to $300 per covered person every
24 months. Laser eye surgery shall be an eligible expense for the Vision Care benefit.

0.7 Professional Expense Reimbursement
Each Member may claim Reimbursable Expenses up to a value of $300 per calendar year. Effective for the calendar year 2012 only, the reimbursable expenses shall be $400.

0.8 Healthcare Spending Account
A healthcare spending account (HCSA) is included in the group benefit program for the purposes of reimbursement of medical expenses. Eligible expenses will be in accordance with the eligible expenses regulations of the Income Tax Act (Canada).

A base HCSA of $200 per member shall be allocated per calendar year. Members may elect allocation of up to $300 (in $100 increments) from flex credits to the HCSA for additional eligible expenses, by November 30th prior to each calendar year. Unused allocations may be carried over for one taxation year.

Effective January 1, 2013 each UWOPA eligible member will be allocated $500 flex credits per annum which can be allocated to the HCSA or Professional Expense Reimbursement in $100 increments.

Effective January 1, 2014 each UWOPA eligible member will be allocated $600 flex credits per annum which can be allocated to the HCSA or Professional Expense Reimbursement in $100 increments.

0.9 Benefits under the Group Health, Vision and Dental Plans will be continued for retirees who have accrued ten (10) years full time service. UWOPA eligible members hired into a regular full time UWOPA appointment prior to July 1, 2007 must have accrued five (5) years of full time service to be eligible for post retirement health, dental, vision and life insurance programs. The design of post retirement health, dental and vision care plans remained unchanged from the design as of July 1, 2009 for all future retired members from the UWOPA-eligible group. The health spending account is not added to group benefit plans for current or future retired UWOPA-eligible members.

1.0 Out of Country Coverage
A limit on trip duration of 90 days shall be added to the plan such that only incidents that occur within the first 90 days of being out of the country will be eligible for reimbursement. Eligible Expenses are limited to $200,000 per person per trip.
The trip duration limit shall be 60 days UWOPA eligible members who retire on or after July 1, 2007.

.11 Life Insurance
Basic Life Insurance benefit is equal to 2 times the member annual earnings. The University shall fund the first $50,000 of this benefit and the member shall fund the premiums for the remaining insurance.
For UWOPA-eligible members who continue to work beyond their Normal Retirement Date, the University will pay the full coverage for a $15,000 basic life benefit.
Members may purchase additional optional life insurance, dependent life insurance and accident insurance in accordance with this insurance policies in place as of July 1, 2009.

.12 Employee Assistance Program (EAP)
UWO shall maintain its Employee Assistance Program (EAP) which which shall continue to offer free, confidential and professional counseling service to employees. The counseling shall continue to be provided at an off campus location by an independent agency not affiliated with UWO.

(a) Participation in the EAP shall remain strictly voluntary and confidentiality shall be strictly maintained unless an employee waives that right in writing.
(b) Utilization, or non-utilization, of the EAP by an employee shall not interfere with that employee's position, employment or opportunities for promotion or advancement within the UWO in any way.
(c) Initial contact with an EAP counselor must be initiated by the employee. The counselor may not initiate contact with an employee on the basis of a referral by a supervisor, co-worker, family member, etc.
d) Absences from work necessary to attend EAP counseling session will be treated as other health care appointments under Article 26.

.13 Benefits after attaining Normal Retirement Age and Actively Employed
After achieving Normal Retirement Age an employee will be eligible for the following benefits programs if they remain actively employed on a full time basis:
• Administrative Staff contributions continue for active UWOPA eligible members who work beyond their Normal Retirement Date, provided the member has not yet attained a point where their age plus full time service equals 95 and has not attained age 69.
• Dental Plan (includes coverage for your spouse)
• Extended Health, Vision Care and Out of Country coverage
• Parental Leave
• Compassionate Leave
• Bereavement Leave
• Educational Assistance
• Vacation
• Long Service Awards
• Employee Assistance
• Employees may elect to convert the amount of life insurance in force as at your Normal Retirement Date, up to a maximum of $200,000, to a private policy within 31 days. Premiums for this private policy are 100% paid by the employee.
• You may also elect to convert your Voluntary Personal Accident Insurance to a private policy.

After achieving Normal Retirement Age the following benefits programs for active full time employees will cease:
• Optional and Dependent Basic Life Insurance
• Voluntary Personal Accident Insurance
• Long Term Disability

Employees who have reached Normal Retirement Date and if eligible will use the Ontario Drug Benefit as first payer.

**Article 32 Contracting Out**

.01 Should there be "contracting out" of any job covered by the scope of this Agreement in whole or in part during the course of this Agreement, the University shall make every effort, consistent with its obligation to operate in an efficient and economical manner, to retain employees displaced thereby.

**Article 33 Wages**

.01 The University agrees to pay the wages outlined in Schedule A.
Article 34 Duration

The Agreement shall be and remain in effect from July 1, 2011 to June 30, 2015 inclusive and shall continue automatically thereafter for annual periods of one year unless either party informs the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.
# SALARY SCHEDULE A

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* Movement to the job levels will be subject to the following:

**Level III** • Completion of 12 months service
Appointment as a Special Constable in accordance with the Ontario Police Services Act
Achieve a passing mark in a written examination of competency

**Level II** • Completion of 24 months service or equivalent training and experience as determined by the Director of Campus Community Police Services
Achieve a passing mark in a written examination of competency

**Level I** • Completed 48 months of service
Successful completion of Ontario Police College Recruit Training Program or equivalent training and experience as determined by the Director of Campus Community Police Services
Achieve a passing mark in a written examination of competency

The time frames noted above related to periods of time actually worked. The date an employee assumes the regular full-time position of University Police Special Constable will be considered the start date for the commencement of the time period actually worked.
In witness whereof, the Parties have executed this Agreement

For the University

[Signatures]

For the Union

[Signatures]
APPENDIX A

GROUP INSURANCE BENEFIT PLAN AMENDMENTS

1. GENERIC SUBSTITUTIONS:

Where the drug dispensed is interchangeable with any other drug, the charges for such drug will not exceed the cost of the lowest priced interchangeable drug, unless the written prescription prohibits the dispensing of any substitute for the drug prescribed.

2. PRESCRIPTION DRUGS:

In the treatment of an injury or illness, the following drugs will be considered eligible expenses if dispensed by a licensed physician or dentist, or by a licensed pharmacist on the written prescription of a licensed physician or dentist;

a) drugs legally requiring a prescription in accordance with the Food and Drug Act, Canada or similar provincial legislation;

b) drugs not legally requiring a prescription, but which are in an injectable format, or are life-sustaining and identified under the following headings in the Therapeutic Guide section of the then current Compendium of Pharmaceutical and Specialties:

- anti-anginal agents
- anticholinergic preparations
- antiparkinsonism agents
- anti-arrhythmic agents
- bronchodilators
- glaucoma therapy
- antihyperlipidemic agents
- insulin preparations
- hyperthyroidism therapy
- oral fibrinolytic agents
- parasympathomimetic agents
- topical enzymatic debriding agents
- anti-inflammatories
- anti-histamines

3. FORMULARY:

UWOPA agrees to participate equally with the administration and other employee groups in the establishment of a drug formulary.

4. DENTAL PLAN:

Regular Dental Examinations:
No benefit will be paid for more than one routine dental examination and cleaning for a covered person during any period of nine consecutive months.
5. **LONG TERM DISABILITY:**

During the first 24 months of absence, staff members will be considered to be disabled and eligible for benefits if they are unable to perform their "own occupation". Beyond 24 months individuals who are not able to perform the duties of their own or any other occupation for which they are reasonably fitted by education, training or experience and which have salary rates equal to at least 75% of their Indexed Pre-Disability Monthly Earnings, will continue to be considered disabled.

6. **OUT OF COUNTRY COVERAGE:**

A limit on trip duration of 90 days shall be added to the plan such that only incidents that occur within the first 90 days of being out of the country will be eligible for reimbursement.

The trip duration limit shall be 60 days UWOPA eligible members who retire on or after July 1, 2007.

7. **DEPENDENT CHILD**

**Effective July 1, 2007** the current definition in the master benefits contract shall remain unchanged except to include only children of UWOPA eligible members, up to age 21, or up to age 25 on the provision of evidence that the child is in school full time.

Mentally or physically infirmed dependent children would continue to be covered regardless of age, on provision of satisfactory evidence of the infirmity to the insurer.

The definition is applicable to the health, dental, vision, life insurance and dependent tuition scholarship programs.

8. **BASIC LIFE INSURANCE**

For UWOPA-eligible members who continue to work beyond their Normal Retirement Date, the University will pay the full coverage for a $15,000 basic life benefit.
9. **POST RETIREMENT BENEFITS**

Effective July 1, 2007, UWOPA eligible members must have accrued 10 years full time service to be eligible for post retirement health, dental, vision and life insurance programs.

UWOPA eligible members hired into a regular full time UWOPA appointment prior to July 1, 2007 must have accrued 5 years of full time service to be eligible for post retirement health, dental, vision and life insurance programs.

The design of post retirement health, dental and vision care plans remained unchanged from the design as of June 30, 2007, with the exception of the out of country trip duration limit of 60 days as outlined in 3 above and the same dependent child definition as outlined in 4 above, for all future retired members from the UWOPA-eligible group.

10. **BENEFITS AFTER NORMAL RETIREMENT DATE**

In order to ensure clarity between the parties the following outlines the Post Normal Retirement Age Benefits for all employees who achieve retirement eligibility and decide to remain at work.

After achieving Normal Retirement Age an employee will be eligible for the following benefits programs if they remain actively employed on a full time basis after achieving NRD:

- Administrative Staff pension plan Pension contributions continue for active UWOPA eligible members who work beyond their Normal Retirement Date, provided the member has not yet attained a point where their age plus full time service equals 95 and has not attained age 69.
- Dental (includes coverage for your spouse)
- Extended Health including Vision and Out of Country coverage
- Parental Leave
- Compassionate Leave
- Bereavement Leave
- Educational Assistance
- Vacation
- Long Service Awards
- Employee Assistance
- Employees may elect to convert the amount of life insurance in force as at your Normal Retirement Date, up to a maximum of $200,000, to a private
policy within 31 days. Premiums for this private policy are 100% paid by the employee.

- You may also elect to convert your Voluntary Personal Accident Insurance to a private policy.

After achieving Normal Retirement Age the following benefits programs for active full time employees will cease:
  - Optional and Dependent Basic Life Insurance
  - Voluntary Personal Accident Insurance
  - Long Term Disability
  - Canada Pension Plan (CPP) – if an employee has been approved to receive CPP retirement benefits

Employees who have reached Normal Retirement Date and if eligible will use the Ontario Drug Benefit as first payer.

11. HEALTH SPENDING ACCOUNT

Effective January 1, 2009 a health spending account will be added to the group benefit program for the purposes of reimbursement of medical expenses. Eligible expenses will be in accordance with the eligible expenses regulations of the *Income Tax Act (Canada)*. Only members who elect allocation of up to $300 (in $100 increments) from their Professional development allowance to the health spending account at January 1, 2008 will have an allocation for eligible expenses. Unused allocations may be carried over for one taxation year.

Effective January 1, 2009 each UWOPA-eligible member will be allocated $200 per annum for expense reimbursement. Unused allocations may be carried over for one taxation year.

At the option of UWOPA-eligible member, up to $300 (in $100 increments) may be redirected from their annual Professional expense reimbursement allowance to the Health Spending Account and this election is made once per year by November 30th.

The health spending account is not added to group benefit plans for current or future retired UWOPA-eligible members.

12. VISION CARE

$200 per person every twenty-four (24) months and eligible expenses will include the cost of laser eye surgery.
APPENDIX B

GRIEVANCE FORM

GRIEVANCE NO:
THE UNIVERSITY OF WESTERN ONTARIO
EMPLOYEE/UWOPA

GRIEVANCE FORM

STEP I

GRIEVOR'S NAME____________________ CLASSIFICATION

DATE OF INCIDENT RESULTING IN ALLEGED GRIEVANCE

ALLEGED GRIEVANCE CONCERNS: ARTICLE
SECTION

DISCUSSED WITH SERGEANT: YES__NO ___ DATE ______ STEWARD
PRESENT: YES__ NO__

GRIEVOR'S STATEMENT
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________

__________________________________

ACTION REQUESTED
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________

__________________________________

GRIEVOR'S SIGNATURE_________________ DATE _______________

STEWARD'S SIGNATURE ________________ DATE _____________
(MUST BE SIGNED BY THE STEWARD)
DATE GRIEVANCE RECEIVED

BY SERGEANT_____________SERGEANT'S SIGNATURE__________

SERGEANT'S DECISION

________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________

__________________________________
SERGEANT'S SIGNATURE______________ DATE ______________

SERGEANT'S SIGNATURE______________ DATE ______________
APPENDIX B

GRIEVANCE NO:
THE UNIVERSITY OF WESTERN ONTARIO
EMPLOYEE/UWOPA

GRIEVANCE FORM

STEP II

IF THE GRIEVOR DOES NOT AGREE WITH THE SERGEANT’S DECISION AT STEP I AND WISHES TO TAKE THE GRIEVANCE TO STEP II OF THE GRIEVANCE PROCEDURE, A STEP II HEARING MUST BE REQUESTED WITHIN 3 (THREE) WORKING DAYS AFTER THE STEP I DECISION BY THE SERGEANT.

THE GRIEVOR REQUESTS THAT THE GRIEVANCE PROCEED TO STEP II:

SIGNATURE OF GRIEVOR _________________ DATE_____________

SIGNATURE OF STEWARD ________________ DATE_____________

DECISION OF DIRECTOR, CAMPUS COMMUNITY POLICE SERVICES
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

DIRECTOR’S SIGNATURE__________________ DATE_____________
APPENDIX B

GRIEVANCE NO.
THE UNIVERSITY OF WESTERN ONTARIO
EMPLOYEE/UWOPA

GRIEVANCE FORM

STEP III

IF THE GRIEVOR DOES NOT AGREE WITH THE DIRECTOR’S DECISION AT
STEP II AND WISHES TO TAKE THE GRIEVANCE TO STEP III OF THE
GRIEVANCE PROCEDURE, A STEP III HEARING MUST BE REQUESTED
WITHIN FOUR (4) WORKING DAYS AFTER THE STEP II DECISION BY THE
DIRECTOR.

THE GRIEVOR REQUESTS THAT THE GRIEVANCE PROCEED TO STEP III.

SIGNATURE OF
GRIEVOR_____________________DATE_____________________
SIGNATURE OF STEWARD____________________ DATE

____________________

________________________________________________________________

DECISION OF THE DIRECTOR (HUMAN RESOURCES)

________________________________________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

DIRECTOR (HUMAN RESOURCES)
SIGNATURE ___________________ DATE ____________________
APPENDIX C

AUTHORIZATION CARD

I hereby authorize my Employer, The University of Western Ontario, to deduct from my pay due me each month an amount equivalent to the regular monthly dues of the University of Western Ontario Police Association and forward such amount to the Association whose receipt thereof shall be considered as a sufficient discharge to the Employer for the amount deducted from my earnings.

Signature: _____________________________

Date: _________________________________

Witness: ______________________________
APPENDIX D

Letter of Understanding
Between
The University of Western Ontario Police Association
And
The University of Western Ontario

Training

Training is a fundamental requirement to ensure members are adequately prepared to carry out their responsibilities and for the effective and efficient operation of the Department. It will be the responsibility of every member to keep themselves up to date regarding developments which affect their position and to ensure that their skills and training are current. Every reasonable opportunity will be provided to members to upgrade their skills and knowledge where training can be conducted without adversely affecting operational requirements.

London Police Training

As part of the policing agreement between the London Police Services Board and the university, the London Police will provide regular in-service training for members as it pertains to their duties and responsibilities. Where such training is provided and deemed appropriate, all officers will be required to attend such training as scheduled. Every effort will be made to ensure that officers will be required to attend such training as scheduled. Every effort will be made to ensure that officers are aware of the training dates and times. The Director will maintain contact with the Personnel and Training Division of the London Police to ensure that all mandatory in-service training is accessible to members of the Campus Community Police Services. Mandatory in-service training will be scheduled on a regular day shift for that member by their Sergeant.

Jane C. O'Brien
For the University

[Signature]

For UWOPA

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APPENDIX E

Letter of Understanding
Between
The University of Western Ontario Police Association
And
The University of Western Ontario

Safety of Officers

It is understood by the University and the Association that the safety of officers while on duty is of mutual interest. In recognition of this, the University will endeavour to provide a minimum of two uniformed officers for each shift. When it is known in advance that an officer will be working alone the Director will endeavour to provide an additional officer or make schedule adjustments sufficient to bring staffing to two uniformed officers. Where there is no prior notice of staffing shortage, or for reasons beyond the control of the University, a shortage occurs; the officer may be required to work alone until such time as additional personnel can be provided.

For clarity, an officer as identified herein, may be either a member of the bargaining unit or a Sergeant.

Jane O'Brien  For the University

For UWOPA
APPENDIX F

Letter of Understanding
Between
The University of Western Ontario (UWO)
And
The University of Western Ontario Police Association (UWOPA)

RE: Performance Evaluation

The University is committed to ensuring that Officers receive annual performance evaluations consistently in support of identifying areas for development. The University views this as an opportunity to have a dialogue and full discussion on successes, achievements, expectations and development plans. These evaluations will be conducted no later than April 30th each year, and the discussions will be recorded on the form mutually agreed to between UWOPA and UWO. It is understood that this form and/or process may be reviewed and amended during the time of this Collective Agreement.

This Letter of Understanding will be effective upon ratification of the Collective Agreement and unless renewed by the parties, will become null and void at the end of the duration of the Collective Agreement.

Jane C. O'Brien
For the University

For UWOPA
APPENDIX G

Letter of Understanding
Between
The University of Western Ontario (UWO)
And
The University of Western Ontario Police Association (UWOPA)

RE: Banked Accumulated Time

An employee, on three weeks notice, may opt for payment of up to the equivalent of up to four twelve hour shifts of accumulated time each fiscal year. All hours accumulated in excess of the assigned work schedule will be governed by Article 13: Hours of Work.

Jane C. O'Brien
For the University

[Signature]
For UWOPA
Appendix H
Letter of Understanding

Between

The University of Western Ontario (UWO)

And

The University of Western Ontario Police Association (UWOPA)

**Re: Communication Officer Role**
The University has required its employees to cover the role of a Communications Officer for the purposes of breaks, lunches, holidays, sick time, days off in lieu, in the event of an emergency on campus and for training purposes. In recognition of this requirement, the parties have established a premium payable in Article 13.09(d) to the employee while assigned in this role.

The Association has raised concerns that the time actually spent by its members covering this role has exceeded the Association’s expectations.

The University and the Association agree to form a Review Committee, consisting of representatives from the following stakeholders chosen by each of the groups:

- Campus Police Leadership – one representative
- Association – three representatives (a minimum of two will attend meetings)
- Admin Coordinator Communication Centre
- Human Resource – one representative
- Sergeant – one representative

Administrative support for the committee will be provided by Western. Participants will be provided pay or time in lieu to participate.

The Review Committee will carry out the following:
1) Meet at least eight times over a twelve month period commencing April 2012;

2) Review the actual coverage time spent by Association members responsible for the Communication Officer role;

3) Review any issues regarding training requirements raised in the review by Association members.

Consider and explore issues regarding coverage of the Communications Officer role.

[Signatures]

For the University

For UWOPA