

COLLECTIVE AGREEMENT

between

THE UNIVERSITY OF WESTERN ONTARIO

and

UNIVERSITY OF WESTERN ONTARIO

POLICE ASSOCIATION

July 1, 2007 - June 30, 2011

MEMORANDUM OF AGREEMENT entered into this 28th day of October,
2007

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:

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;

The University of UWO shall refer to The University of Western Ontario;

UWOPA shall refer to the University of Western Ontario Police Association; also known as the Association;

Employer shall mean The University of Western Ontario;

Employee means only a person covered by this Agreement unless specifically indicated otherwise by the tenets of this Agreement.

Day means a working day.

Seniority – Date of last hire into the bargaining unit.

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.

Association – The University of Western Ontario Police Association.

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.

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, denote, 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 agency 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 which 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. In any event, an employee will be considered to be Regular Full-Time once a total of twelve (12) consecutive months' service has been accumulated.
- .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
Non-discrimination/Harassment

- .01 There shall be no discrimination exercised against any Employee regarding any term or condition of employment, including but not limited to salary, position, appointment, promotion, termination of employment, layoff or other leaves or benefits, by reason of the grounds (a) through (f) listed below; nor shall any discrimination be exercised by Employees in the course of carrying out their duties, by reason of:
 - (a) race, colour, ancestry, place of birth, national origin; or
 - (b) creed, religious or political affiliation or belief; or
 - (c) sex, sexual orientation, physical attributes or family relationship; or
 - (d) age or physical or mental illness or disability (provided that such condition does not interfere with the ability to carry out the Employee's responsibilities); or
 - (e) place of residence; or
 - (f) membership or participation in the Association,except for new hires or promotions as provided for by law.
 - (g) Clause .01 does not apply to any action or decision based on a *bona fide* occupational requirement or qualification.
- .02 This Article shall not preclude any equity measures agreed to by the parties or required by law.

- .03** There shall be no harassment or sexual harassment exercised against or by any Employee.
- (a) Harassment means engaging in a course of vexatious comment or conduct related to one or more of the prohibited grounds of discrimination under Clause 1 of this Article.
 - (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature including 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 or sexual orientation.
 - (c) Conduct and/or behaviour also constitutes harassment, whether or not it is based on the prohibited grounds of Clause 1, when it creates an intimidating, demeaning or hostile working or academic environment.
- .04** There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participating in proceedings under this Article. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under this Article.

Complaint Procedure

General Provisions

- .05** Employees may seek the advice of the Human Rights Officer (HRO) in order to discuss situations which may be encompassed by this Article. All such discussions shall be confidential in accordance with the policies and procedures of the Equity and Human Rights Services Office.
- .06** A complaint may be filed by (an) individual(s) with the HRO up to six (6) months from the incident, or related episode in a series of incidents, of the alleged discrimination or harassment occurring.
- .07** In any meeting or hearing held pursuant to the terms of this Article, complainant(s) and respondent(s) may be accompanied by a representative of the Association or employee group to which they belong.

- .08** With respect to matters arising under the terms of this Article, complainant(s) and respondent(s) may be represented by legal counsel.
- .09** Any grievance arising from the application of this Article is limited to a complaint that the procedure(s) of this Article was (were) not followed, except for the following:
- a grievance that a remedy provided by the Employer is inappropriate or inadequate; or
 - a grievance claiming that the determination of the Employer is inconsistent with the Panel of Inquiry's finding of fact; or
 - a grievance that discipline imposed by the Employer is inappropriate.
- .10** Employees may seek assistance from the Ontario Human Rights Commission even when taking steps under this Article.
- (a) If the circumstances giving rise to a complaint under this Article independently give rise to proceedings before a Board of Inquiry under the *Ontario Human Rights Code* or to proceedings in the courts or to the laying of a criminal charge, then any action under this Article shall be suspended until such proceedings are concluded.

Initiating the Complaint

- .11** Following consultation with the HRO, the complainant(s) may elect to file a complaint which shall be in writing, signed and dated, setting out the circumstances of the alleged discrimination or harassment, naming the respondent(s) and authorizing the HRO to attempt informal resolution.

Informal Resolution

- .12** Within five (5) working days of receiving the written complaint, the HRO shall provide the respondent(s) with a copy and invite the respondent(s) to reply in writing.
- .13** The respondent(s) shall have fifteen (15) working days after receiving the HRO's request to respond in writing to the HRO.
- .14** The HRO shall provide a copy of the response to the complainant

and attempt to discuss the complaint with both parties and may conduct informal mediation in an effort to resolve the complaint in a manner acceptable to both parties.

- .15 If resolution is achieved, both parties shall sign a statement of the terms of the resolution which shall be filed with the HRO. No further action may then be taken on the complaint unless one or both parties fails to comply with the terms of resolution.
- .16 If the terms of resolution entail action by the Employer, the Employer shall agree to undertake such action by signing the written resolution document. If the Employer refuses to undertake such action, it shall state in writing to the parties why it refuses to so do.
- .17 If a settlement is not reached within thirty (30) working days of providing the respondent with a copy of the complaint, the HRO will so inform the parties in writing and shall advise the parties that the matter will be submitted to formal investigation under Clause 19.
- .18 Complaint files maintained by the HRO pursuant to this Article shall be confidential and may not be introduced in subsequent investigations or proceedings except as provided in Clause 34 below, or unless compelled by law. The HRO may not appear as a witness in any arbitration arising from the application of this Article or in any subsequent investigations or proceedings unless compelled by law

Investigation

- .19 The Director of Equity Services shall retain an External Investigator to conduct an investigation of the complaint.
 - (a) Within twenty (20) working days of being retained, the External Investigator shall submit a written report to the HRO, with copies to the complainant(s) and respondent(s). The report shall advise either that:
 - (i) there is no *prima facie* case raised by the complaint, in which case it shall not go forward; or
 - (ii) that there is a *prima facie* case appropriate for determination by a Panel of Inquiry.
- .20 Where a *prima facie* case is found to exist pursuant to sub-clause 19.1(b), the HRO shall seek to meet with the complainant(s) and

respondent(s) with a view to resolving the complaint on terms acceptable to both parties.

- .21** If the complaint is not resolved within ten (10) working days of the attempted meeting(s) between the HRO, the complainant(s) and the respondent(s), the complaint shall be submitted for hearing by a Panel of Inquiry (PI). Before submitting the complaint to the PI, the HRO shall attempt to meet with the complainant(s) and respondent(s) to reach an agreed statement of facts to be submitted to the PI.
- .22** The External Investigator's report shall be confidential and may not be introduced in subsequent proceedings, except as provided by Clause 34 below, or unless compelled by law. The External Investigator may not appear as a witness in subsequent proceedings unless compelled by law.

Formal Determination

Panel of Inquiry Report

- .23** The PI shall be composed of one (1) person chosen by the Association, one (1) person chosen by the Employer and a third person chosen by the other two who shall be Chair. In the event that the complainant and the respondent are members of different associations, unions or employee groups, the PI shall be composed of one (1) person chosen by the complainant's association, union or employee group, one (1) person chosen by the respondent's association, union or employee group, and a third person chosen by the Employer who shall be Chair. In the event that there are multiple complainants and/or respondents who are members of different associations, unions or employee groups, the composition of the PI will be determined by agreement with the Employer.
- .24** The purpose of the PI will be to determine the facts pertaining directly to the complaint. The parties will have the right to present evidence and argument to the Panel and to call witnesses.
- .25** Within ten (10) working days of concluding the hearing, the PI shall submit a written report to the Employer and to the parties. The report shall include a copy of the complaint, the respondent's written response (if any) and the findings of fact relevant to the complaint.

.26 No Member of the PI may be compelled to appear as a witness in any arbitration arising from the application of this Article.

Employer Determination

.27 The Employer shall issue a written determination within ten (10) working days of receiving the PI's report. Copies of the Employer's determination shall be sent to the parties.

.28 The determination shall contain:

- (a) a finding, with reasons, that the complaint is or is not upheld;
- (b) a statement of any remedy(ies), other action(s), sanction(s) or disciplinary measure(s) to be taken or required by the Employer;
- (c) a statement of exoneration where appropriate.

.29 If the determination is that the complaint is not upheld or if a subsequent arbitration is decided in favour of a respondent Employee, the Employer shall ensure that all documentation concerning the allegation is secured by the Office of Equity and Human Rights Services according to Clause 34 below.

Human Rights Officer

.30 The Employer shall appoint at least one Human Rights Officer to the University's Office of Equity and Human Rights Services. The HRO shall be responsible to give advice and receive complaints according to Clauses 5, 6 and 11-17 above.

.31 By June 1 each year, the HRO shall make an annual report to the President with a copy to the Association. This report shall provide a statistical record of complaints, informal resolutions and determinations, and may include any observations and recommendations the HRO may have with respect to the implementation of this Article.

Conflict of Interest

.32 A person involved in the application of any of the provisions or procedures under this Article shall, on the grounds of conflict of interest or reasonable apprehension of bias, immediately declare any such conflict of interest or bias to the parties to the complaint, to the Associate Vice-President (Human Resources) and to the Association. The Associate Vice-President(Human Resources) or

the Association or, as appropriate, both jointly, shall forthwith provide a replacement for the person who has made the declaration.

- .33** A party to a complaint who objects to the participation of a person in the application of the provisions or procedures under this Article on the grounds of conflict of interest or reasonable apprehension of bias may inform the Associate Vice-President (Human Resources) that he or she wishes that person to be replaced, stating his or her reasons. The Associate Vice-President (Human Resources) shall immediately inform the Association of any such declaration. The Associate Vice-President (Human Resources) shall also immediately inform the person named in the declaration, and he or she shall be given a reasonable opportunity to respond to it. The Associate Vice-President (Human Resources) and the Association shall then decide jointly with regard to a replacement, should one be appropriate.

Retention of Files

- .34** All documents related to a complaint will be retained in confidence for ten (10) years in the Office of Equity and Human Rights Services. Such files in the Office of Equity Services can only be accessed where the HRO has reason to believe that there is a pattern of harassment.

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.
- .04 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 one year;
- (f) utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

.06 Seniority will not accumulate beyond the first thirty calendar days of layoff or authorized unpaid leaves of absence. 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, exclusive of an unpaid 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** Whenever possible the Employer will discuss with the Association any major structural work schedule change, that affects all employees, at least four 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 or following year.
- .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 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%.

(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 \$45.00 per hour with the Special Constable receiving \$41.00 per hour.
- .15 The premium of \$1.50 per hour will be paid 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 grievance hearing 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 grievance hearing 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 grievance hearing 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 13. 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 one grievance form (Appendix B) be completed with the exception of the decision, signature and discussion with the Sergeant.
- .09** 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 nominate an Arbitrator. Within five working days thereafter the other party shall nominate an Arbitrator and notify the other party. The two Arbitrators so nominated shall, within fifteen working days of the nomination of the latter of them, attempt to select by agreement a third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, they may then request the Minister of Labour for the Province of Ontario to appoint a Chairman. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Minister of Labour for the Province of Ontario who shall have power to effect such appointment.
- .02** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- .03** The Arbitration Board 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 12.
- .06** The written decision of the majority of the Arbitration Board will be final and binding upon the parties hereto, and the employees.
- .07** Each of the parties hereto will bear the fees and expenses of the Arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the Chairman of the Arbitration Board.

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:-

<u>Period of Employment</u>	<u>Termination Notice</u>	<u>Severance Pay</u>
Under 3 months' service	None	None
3 months to less 2 years service	Two weeks	None
2 years to less than 5 years' service	One week for each year of service	None
5 years or more	One week for each year of service to a maximum of eight	One week for each year of service to a maximum of 26

.02 In extreme cases such as wilful misconduct, disobedience or wilful 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
Suspension and Discharge

.01 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 within four working days.

.02 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.

.03 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.

.04 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 entitlement 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, 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 for employees who have worked for the University for at least 13 weeks of continuous service. The Employer provides the 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 unemployment 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.
 - a) The Employer may require an employee to begin pregnancy leave or assume modified duties earlier if because of the pregnancy she is having difficulty keeping up with the demands of the job as determined by appropriate medical personnel.
- .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 (as confirmed by a doctor's certificate).
- .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 Employment Standards Act, an employee with thirteen weeks of continuous service is eligible for a parental leave period extended to the parents of a newborn or newly adopted child, as outlined in this article.
 - (a) The mother of a newborn child 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) The father of a newborn child 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.
- .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 Employees covered by this Agreement will be eligible to apply for assistance as delineated in the current University's policy - Educational Assistance Policy 5-8.
- .02 Effective September 1, 2001, the University will introduce 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 (main campus – Note: Affiliated colleges are excluded).

- Accessibility to the tuition scholarship is limited to four years, although not necessarily consecutive years.

- Progression requirements must be satisfied to maintain eligibility. If the dependant does not progress, s/he must pay the costs required to re-establish his/her program.

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.
- .02 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.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Presidents Day

- .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 provided equivalent straight time off for all hours worked.

Article 28
Witness Duty Pay

- .01** An employee who is subpoenaed for crown witness duty will receive for each day of absence from work thereof the employee's regular pay computed at the employee's earning rate, provided that the employee furnishes the Employer with a certificate of service signed by the Clerk of the Court.
- .02** When an employee is served with a Subpoena he will inform his Sergeant of the date of the court appearance within forty-eight (48) hours of being served.
- .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 Appendix A (see attached Appendix A - Benefits).
- 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 Pensions, Benefits and Payroll/Records at the time of the layoff or leave.
- 0.3** 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 Pensions, Benefits and Payroll/Records 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% from the present level of 75%, for any claim commencing on or after that date.
- 0.5** Effective 1 July, 2003, employees under this agreement will contribute 15% towards any benefit claim made under the Group Extended Health Insurance Plan and the Group Dental Insurance Plan to a maximum of \$450 per calendar year for single coverage and \$900 per calendar year for family coverage.

- 0.6** For those employees who retire on or after 1 July, 2001, benefits under the Group Extended Health Insurance Plan, and Group Dental Plan will be continued for retirees who have 5 or more years of seniority under Article 11 at retirement. These benefits will be provided under the provisions of the relevant group insurance policies whereby retirees will contribute 15% towards any benefit claim made under the Group Extended Health Insurance Plan and the Group Dental Insurance Plan to a maximum of \$450 per calendar year for single coverage and \$900 per calendar year for family coverage.
- 0.7** UWO shall maintain its Employee Assistance Program (EAP) 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.

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

.01 All the base monetary provisions of this Agreement shall continue in effect from the 1st day of July 2007 until 30 June 2011 and shall continue automatically thereafter for annual periods of one year unless either party informs the other in writing not less than 30 days and not more than 90 days prior to the expiration day that it desires to amend or terminate this Agreement.

.02 All non-monetary and non-basic monetary provisions of the Agreement shall continue in effect from the date of ratification until 30 June 2011. However, either party may inform the other in writing not less than 30 days and not more than 90 days prior to the July 1, 2011 anniversary date, that it desires to amend or terminate any non-monetary provisions of this Agreement.

In witness whereof, the Parties have executed this Agreement as of the 28th day of November, 2007

For the University

For the Association

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	potassium replacement therapy
tuberculosis therapy	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. 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 _____

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.

For the UWOPA

For the University

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.

For the University

For the 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 evaluation 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.

For the University

For the 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.

For the University

For the UWOPA

Salary Schedule A

The University of Western Ontario

Annual

	1-Jul-07	1-Jul-08	1-Jul-09	1-Jul-10
Start	\$37,495	\$39,520	\$41,654	\$43,903
Level 3	\$40,829	\$43,034	\$45,357	\$47,807
Level 2	\$43,598	\$45,952	\$48,433	\$51,049
Level 1	\$51,727	\$54,520	\$57,465	\$60,568

Hourly

	1-Jul-07	1-Jul-08	1-Jul-09	1-Jul-10
Start	\$18.03	\$19.00	\$20.03	\$21.11
Level 3	\$19.63	\$20.69	\$21.81	\$22.98
Level 2	\$20.96	\$22.09	\$23.29	\$24.54
Level 1	\$24.87	\$26.21	\$27.63	\$29.12

Monthly

	1-Jul-07	1-Jul-08	1-Jul-09	1-Jul-10
Start	\$3,125	\$3,293	\$3,471	\$3,659
Level 3	\$3,402	\$3,586	\$3,780	\$3,984
Level 2	\$3,633	\$3,829	\$4,036	\$4,254
Level 1	\$4,311	\$4,543	\$4,789	\$5,047

* 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.