COLLECTIVE AGREEMENT

between

THE UNIVERSITY OF WESTERN ONTARIO

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 772

1 July 2021 - 30 June 2023

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Contents

PREAMBLE 1
Article 1. RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS ... 2
Article 2. RECOGNITION 3
Article 3. DISCRIMINATION and HARASSMENT 4
Article 4. STRIKE OR LOCK-OUT 10
Article 5. REPRESENTATION 10
Article 6. GENERAL CONDITIONS 11
Article 7. UNION SECURITY 11
Article 8. SAFETY 12
Article 9. SENIORITY 13
Article 10. PAYMENT OF SALARY 15
Article 11. JOB POSTINGS & PROMOTIONS 15
Article 12. HOURS OF WORK 16
Article 13. GRIEVANCE PROCEDURE 18
Article 14. ARBITRATION PROCEDURE 20
Article 15. TERMINATION NOTICE 21
Article 16. SUSPENSION AND DISCHARGE 22
Article 17. CLOTHING 23
Article 18. VACATIONS 23
Article 19. BEREAVEMENT AND COMPASSIONATE LEAVE 24
Article 20. HOLIDAYS 25
Article 21. JURY OR WITNESS DUTY PAY 26
Article 22. SICK LEAVE 26
Article 23. STAFF BENEFITS 28
Article 24. HEALTH CARE APPOINTMENTS 32
Article 25. LEAVE OF ABSENCE 32
Article 26. WAGES 32
Article 27. CONTRACTING OUT 33

Article 28. CHRISTMAS DESIGNATED DAYS 33
Article 29. EDUCATIONAL ASSISTANCE 33
Article 30. STAND BY COMPENSATION 35
Article 31. EMERGENCY CLOSING PROCEDURES 36
Article 32. PREGNANCY AND PARENTAL LEAVE 36
Article 33. RESERVIST LEAVE 39
Article 34. CO-OPERATION 39
Article 35. PROFESSIONAL LICENSING FEES 40
Article 36. DURATION 40
APPENDIX A 42
APPENDIX B 44
APPENDIX C 45
APPENDIX D 46

PREAMBLE

.01 Whereas it is the desire of both parties to this Agreement:

- to show each to the other a spirit of mutual trust and understanding and to willingly cooperate with each other in the fullest sense.

- to maintain and improve the existing harmonious relations and settled conditions of employment, and

- to promote the morale, well-being and security of the employees in the bargaining unit, to encourage efficiency in operation, and to secure prompt and equitable disposition of grievances arising out of the administration of this Agreement.

.02 Where the singular is used in this agreement, it shall be considered as if the plural feminine has been used where the context or the party or parties hereto so require.

NOW THEREFORE, THE PARTIES AGREE **AS** FOLLOWS:

Article 1. RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

.01 The Union 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 Union 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/she 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; and

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

.**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 applicable Federal or Provincial Legislation.

Article 2. RECOGNITION

.**01** The Employer recognizes the Union as the sole collective bargaining agency with respect to those matters covered by this Agreement for all Operating Engineers and persons engaged primarily as their helpers employed by the Employer in the main Power Plant and other remote plants save and except the Supervisor and above ranks, office staff, technicians, 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 classifications listed in Appendix A are the only job classifications covered by this Agreement. Any new job classifications within the bargaining unit which may be created in the future may be added to Appendix 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.

Article 3. 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 *Ontario 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, color, 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

General Provisions

.05 There shall be no Harassment or 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 3.03. 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.

.07 *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.

.08 ***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 3.03.

.09 *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

.10 Harassment may not include:

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

Initiating the Complaint

.11 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 13 – Grievance Procedure.

Informal Resolution

.12 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. Such interim measures may include, but are not limited to, being reassigned to alternative work or removed from the workplace with no change in pay.

.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 13 – Grievance Procedure.

.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 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 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 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 4. STRIKE OR LOCK-OUT

.01 The Union 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 Union 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.

.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 5. REPRESENTATION

.01 The Employer agrees to recognize two Stewards of the local, elected by the employees covered by this Agreement, as its representatives for the purposes of negotiation and administration of this Agreement.

.02 The two Stewards will not suffer any loss in pay during any and all negotiation meetings up to and including conciliation, but not beyond.

.03 The Stewards at any time during negotiations may be accompanied by the Business Representative of the Union when dealing with the Employer.

.04 The Employer agrees to recognize two Stewards for the purpose of assisting employees in presenting grievances to the Employer as set forth in this Agreement.

.05 It is understood and agreed that a Steward has his/her 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/her work without first obtaining the permission of the Manager, Power Plant Operations (Chief Engineer) or his/her designate which shall not be unreasonably withheld. The Steward shall report again to the Manager, Power Plant Operations (Chief Engineer) or his/her designate at the time of his/her return to work.

(a) Whenever possible, meetings pertaining to university matters or grievances will be scheduled during a Steward's working hours.

(b) A Steward supporting a greivor shall be paid at straight time for a minimum of 2 hours or time spent in a grievance hearing whichever is greater when attending on their regular scheduled days off.

.06 The Union shall notify the Employer in writing of the name of the elected Stewards of the Union and the effective dates of their elections or appointments.

.07 The Stewards and the Manager, Power Plant Operations (Chief Engineer) agree to meet from time to time to discuss issues relating to the administration of the union contract.

Article 6. GENERAL CONDITIONS

.01 It shall be the obligation of each employee covered under the terms of this Agreement to inform the Manager, Power Plant Operations (Chief Engineer) of his/her current residential address and telephone number.

.02 The Employer agrees that voluntary payroll deductions shall be made on the earlier of the effective date of the deduction or the regular pay period following when a written request is made or is initiated using on-line services by the employee.

Article 7. UNION SECURITY

.01 The Employer shall deduct from the monthly pay of each employee covered under the terms of this Agreement an amount equivalent to the regular monthly dues and remit same to the Union.

.02 The amount of such dues and/or initiation fee shall be certified to the Employer by the Steward of the Union. 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 initiation fee deducted from the pay of employees shall be

forwarded by the Employer to the Union not later than the 20th day of the following month.

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

Article 8. SAFETY

.01 The parties hereto agree that the safety of the employees, students and visitors to the campus of the Employer and the protection of the Employer's plant and equipment are matters of prime concern. The obligation of the employees is to report safety hazards to the Manager, Power Plant Operations (Chief Engineer).

.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 will be required by the Occupational Health and Safety Act to report any unsafe conditions or hazards directly to the Manager, Power Plant Operations (Chief Engineer) for initial adjudication.

.04 The Representative and Manager, Power Plant Operations (Chief Engineer) will meet on an informal basis to discuss Safety related problems.

.05 The Employer agrees to provide for medical tests as required by the Occupational Health and Safety Act of Ontario and any other pertinent legislation.

.06 The Employer agrees to establish and maintain within the Facilities Management a committee to review and discuss matters relating to health and safety in the workplace, on which the Union will be represented. Programs for the safety and education of members will also be developed by this committee.

Article 9. SENIORITY

.01 Seniority shall accrue from the date of last hire. The Employer will maintain a seniority list which will record, by job classification as expressed in Appendix A, the names and dates of last hire of members of the bargaining unit. This list will be posted annually on July 1st on the Union bulletin board. Following thirty (30) days posting, the list shall become final except as to any employee who has disputed the accuracy of his/her seniority during that thirty (30) day period. In such case the list will be subject to adjustment if established to be inaccurate.

The Union List Proposed for use on non-layoff and promotion will be called the "Power Plant Service List" and will be used for the interpretation of benefits and vacation articles.

The Union List Proposed for use on layoff and promotion will be called the "Power Plant Seniority List" and will be used for the interpretation of layoff and promotion articles.

.02 In cases of lay-offs the following process will be followed:-

(a) For the bargaining unit (as outlined in Appendix A) seniority within the affected job classification shall be given preference.

(b) The employee displaced from his/her job classification in .02(a) above may replace the least senior employee in the job classifications within the bargaining unit where the annual salary is the same or less than the annual salary of his/her job classification provided he/she has the qualifications to perform all of the work required in the new job classification and the employee so replaced has less seniority than him.

(c) Section .02(b) will be repeated for each of the employees displaced by it until such time as the displaced employee cannot replace another employee in the bargaining unit, at which time, he/she will be laid off.

(d) An employee who has been promoted out of any job classification which now is in the bargaining unit, and who is to be laid off, may replace the employee with the least seniority in any job classification within the bargaining unit provided the promoted employee has the qualifications to perform all of the work required in the new job classification, and the employee so replaced has less seniority than the promoted employee. In such cases, it is understood that

the employee's seniority will be based upon the number of previous years they were employed in the bargaining unit.

(e) All persons displaced in the above process will be informed in writing, and will be provided with a seniority list of the bargaining unit.

(f) Employees under the above process who intend to replace another must indicate their intention to do so in writing within two working days after being informed of their impending layoff. The letter of intention must state the name and job classification of the employee to be replaced.

(g) Where a displaced employee replaces another employee in another classification and is subsequently determined to be unable to meet all job requirements, the displaced employee will be laid off, without further rights to replace another employee.

(h) For the purposes of recall, the above process is reversed.

(i) Employees who replace other employees under this section, will be paid the rate applicable to the new job classification.

.03 A person shall be deemed to have terminated his/her 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/she 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.

Article 10. PAYMENT OF SALARY

.01 The regular monthly salary of an employee will be paid by deposit to institutions on electronic 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 11. JOB POSTINGS & PROMOTIONS

.01 To encourage motivation, promote morale and create incentive, employees within the bargaining unit will be given first notification of a new or a vacant position in the unit by the posting of such openings on the Union bulletin board prior to advertising.

(a) Employees in the bargaining unit applying for such openings will submit an application in the prescribed format and be given an interview whenever the contents of this application warrant.

.02 The Employer may return a promoted employee to his/her former classification at any time within a three month period or an extended time period that is mutually agreed to, if the Employer considers that the employee is unable to perform the work. Any other appointment made as a result of the promotion will be reversed.

.03 In all cases of promotion to another position within the bargaining unit, where the qualifications of the candidate are deemed adequate to perform the work in question, and skill, knowledge, experience, and general fitness are assessed to be equal by the interviewing team, seniority shall govern.

.04 The Employer may return an employee promoted under .03 above, or to a position in management, office or other classification with the Employer, to his/her former classification at any time within a six month period. The affected employee has the same right. All rights and privileges, including seniority recognition for the time spent

in the position outside the bargaining unit will be restored. Any other appointment made as a result of this promotion will be reversed.

Article 12. HOURS OF WORK

.01 The work day shall be either eight (8), eight and one-half (8½), nine (9) or twelve (12) consecutive hours, inclusive of the lunch period and the standard work week will average 40 hours per week but will vary according to the assigned work schedule.

.02 For eight (8) and eight and one-half (8 1/2) and nine (9) hour work days, one twenty (20) minute rest period will be permitted. For twelve (12) consecutive hours work days, a thirty (30) minute rest period will be permitted.

.03 It is hereby expressly understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee of the hours of work per day nor as to the days of work per week.

.04 Overtime will be defined as the time worked, as assigned in advance by the Manager, Power Plant Operations (Chief Engineer), in excess of the employee's assigned work schedule. Authorized overtime will be paid at one and one-half times (1 1/2x) the hourly earning rate or one and one-half times (1 1/2x) off in lieu of the hours worked will be arranged by the Manager, Power Plant Operations (Chief Engineer) if the time off remuneration choice is requested by the employee and a mutually agreeable time is available.

.05 All time worked, or credited, in excess of the assigned work schedule for the month will be used up in time off, or pay in lieu thereof, during that same or following month.

.06 Premium hours will be defined as the authorized time worked as part of the assigned work schedule which falls within the designated premium periods indicated below.

(a) Premiums will be paid for all hours worked on Saturdays and Sundays at one-half times (1/2x) the base hourly rate and Statutory Holidays at one-time (1x) the base hourly rate. Lieu time will be equal to premium payment for hours worked and will be arranged by the Manager, Power Plant Operations (Chief Engineer) if the time off remuneration choice is requested by the employee and

a mutually agreeable time is available.

(b) A premium of $1.10 per hour will be paid for all hours worked during the period 4:00 p.m. to 7:30 a.m.

.07 An employee who is required to report more than two hours before his/her scheduled hours of work will receive a minimum of three (3) hours pay at one and one-half times (1 1/2x) his/her base hourly rate.

.08 There will be no duplication or compounding of premium or overtime pay. If such payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.

.09 From time to time employees may be temporarily assigned to a classification with a higher hourly rate.

(a) After an employee has worked 160 hours in an acting capacity during the May-September period any additional scheduled full work days in the acting capacity will result in the employee being compensated at the higher rate.

(b) After an employee has worked 160 hours in an acting capacity during the October - April period any additional scheduled full work days in the acting capacity will result in the employee being compensated at the higher rate.

.10 The University may temporarily assign an Acting Chief Engineer (ACE), based on seniority from those who volunteer and are qualified, with a corresponding compensation rate of $60 per hour for scheduled days they will work. If there is no volunteer the University may assign a qualified member. The $60 per hour compensation rate is inclusive of all premiums except approved overtime that otherwise may have applied to a regular work schedule. The rate is subject to future negotiated increases. The ACE must consult with the Associate Vice-President or designate whenever overtime is identified applicable. The ACE will have a schedule similar to the Chief Engineer, which will include responding to emergencies. Following the assignment, the ACE will have the option to return to their regular schedule unless otherwise agreed.

.11 The Employer shall provide the Union with an overtime list that is updated at least

quarterly. This overtime list will be posted on the bulletin board in the lunch room and will be re-posted at each updating.

.12 The Employer agrees to continue its current practice of attempting to provide equitable access to overtime.

Article 13. GRIEVANCE PROCEDURE

.01 A grievance is defined as an alleged violation of the specific terms of the Articles 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/she has given the Manager, Power Plant Operations (Chief Engineer) the first opportunity to address the problem. Following this, should an employee wish to discuss the problem with his/her Steward, he/she will request the Manager, Power Plant Operations (Chief Engineer) to arrange a meeting between the employee and his/her Steward. Such meeting will take place within 3 working days. If a written grievance is filed with the Manager, Power Plant Operations (Chief Engineer), 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. I

The employee may submit a written grievance to the Manager, Power Plant Operations (Chief Engineer) on the prescribed Union form. It will be signed and dated by the employee involved and in all cases by his/her Steward. It will be identified by a number issued by the Steward. The Manager, Power Plant Operations (Chief Engineer) will acknowledge the receipt of the grievance with his/her signature and the date received. Within three working days, a tentative hearing date will be set. At the grievance hearing a 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 Manager,

Power Plant Operations (Chief Engineer) will deliver his/her 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 Manager, Power Plant Operations (Chief Engineer) decision under Step No. 1, the grievance may be submitted to the Director, Operations & Maintenance or his/her designate and within three working days a tentative hearing date will be set. At the grievance hearing the Steward and the grievor will be present. The Director, Operations & Maintenance will deliver his/her 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 his/her designate and within three working days a tentative hearing date will be set. At this grievance hearing the Union Business Manager and/or the President, the Steward and the grievor will be present. The Director Human Resources will deliver his/her 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 Union, 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 mutually extended, 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 Union will be final and binding upon the Employer and Union and the employee(s).

.05 A grievance as defined herein arising directly between the Employer and the Union shall be originated under Step. No. 3. However, it is expressly understood that the provisions of this paragraph may not be used by the Union 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 Union 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 with the exception of the holidays stated in Article 20, Section .01.

Article 14. ARBITRATION PROCEDURE

.01 If the Employer or the Union requests that a grievance as provided in Article 13 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 Notwithstanding Article 13.01, the parties may mutually agree in writing to proceed by way of a single Arbitrator to hear the grievance. If the parties are unable to agree within thirty (30) days of the referral to Arbitration as to who will act as a single Arbitrator, either party may apply to the Minister of Labour for the appointment of a single Arbitrator.

.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

.04 The Arbitration Board or the single 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.

.05 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.

.06 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive beyond seven days before the complaint was discussed with the Manager, Power Plant Operations (Chief Engineer) or as lodged by the Employer or Union under Section .05 of Article 13.

.07 The written decision of the majority of the Arbitration Board or the single Arbitrator will be final and binding upon the parties hereto, and the employees.

.08 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 or the single Arbitrator.

Article 15. TERMINATION NOTICE

.01 Should the termination of an employee occur because of redundancy reasons, the individual will be entitled to a combination of termination notice and/or pay in lieu of notice in accordance with the following schedule:

Seniority	**Termination Notice**
Up to 2 years	Two weeks
2 to less than 5 years	Four weeks
5 to less than 10 years	Two months
10 or more years	Four months

.02 Should an employee be terminated for cause, except in extreme cases as delineated under section .03 below, the individual will be entitled to a combination of termination notice and/or pay in lieu of notice in accordance with the following schedule.-

Seniority	Termination Notice
Under 3 months	One week
3 months to 2 years	Two weeks
2 to less than 5 years	One month
5 to less than 10 years	Two months
10 or more years	Three months

.03 In extreme cases of wilful misconduct, disobedience, wilful neglect of duty, etc., the employee will be interviewed and suspended from work, the case considered, and then employment may be terminated without prior notice or warning.

Article 16. 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 Union within two working days.

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

.03 Should an employee feel that he/she has been unjustly suspended or discharged, he/she 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 13.

.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/she was unable to work because of the suspension or discharge action. Furthermore, if the employee was otherwise employed during his/her period of suspension or discharge, or receiving benefits from E.I., such earnings are to be deducted from the monetary compensation outlined in the previous sentence.

.05 All performance records that may be used for disciplinary purposes will be considered void after a period of two years has lapsed provided no further disciplinary action of any nature occurs during that period.

Article 17. CLOTHING

.01 The Employer will provide all employees with $120 per year payable in the first pay period of the year for the purchase of safety shoes (exterior green patch only). New employees will be reimbursed $120 on the first month of employment for their first pair of safety shoes.

.02 The Employer will provide each new employee with his/her first pair of safety glasses. Such glasses are the personal responsibility of each employee and will be replaced by the Employer when damaged, worn, or a prescription change occurs.

.03 The Employer agrees to once per contract year provide each employee with 3 shirts or pairs of trousers or combination thereof.

.04 Continue current practice of replacement of clothing as per collective agreement or when damaged.

Article 18. VACATIONS

.01 Subject to .03 below, employees in the bargaining unit earn vacation with pay based on seniority as set out below:

(a) An employee earns vacation at a rate of 120 working hours per year for each of the first two (2) years.
(b) Upon completion of two (2) full years, vacation is earned at a rate of 160 working hours per year.
(c) Upon completion of nineteen (19) full years, five (5) additional vacation days will be provided, and thereafter vacation is earned at a rate of 200 working hours per year.
(d) Upon completion of twenty-eight (28) full years, vacation is earned at a rate of

208 working hours per year

.02 No vacation is earned during layoffs or unpaid leaves of absence of longer than two weeks, Long-Term Disability, or Worker's Compensation beyond the initial sick leave period. Notwithstanding the foregoing, vacation shall accrue during maternity or parental leave in accordance with the *Employment Standards Act* (Ontario).

.03 Vacation earned will not be permitted to accrue beyond 240 working hours without the prior approval of the Manager, Power Plant Operations (Chief Engineer).

.04 Employees may take their earned vacation or a portion thereof, subject in all cases to the prior approval of the Manager, Power Plant Operations (Chief Engineer) and the functional requirements of the Employer.

Article 19. BEREAVEMENT AND COMPASSIONATE LEAVE

.01 The University does not place any unreasonable limit on bereavement and compassionate leave required of an employee when a death occurs in the immediately family. The Manager, Power Plant Operations (Chief Engineer) or designate will determine the appropriate duration of the leave after consultation with the employee. Consideration of the need to make arrangements for and/or to attend the funeral or memorial service, will formulate the basis upon which the duration of absence will be assessed. The Manager, Power Plant Operations (Chief Engineer) will determine the paid portion of such bereavement and compassionate leave in his sole discretion.

.02 For the purpose of this Article, the immediate family shall mean the employee’s spouse (including common-law of the opposite or same sex), parent, step-parent, mother in-law, father in-law, grandparent, grandchild, brother, brother in-law, sister, sister in-law, son, son in-law, daughter, daughter in-law or step child.

.03 The Manager, Power Plant Operations (Chief Engineer), in his discretion, may allow other leaves of absence up to a maximum of 3 working days with or without pay for other compassionate grounds such as to attend funerals of a friend or distant relative or to attend to urgent/critical health needs of the family.

.04 Leaves for the care of sick child or relatives not covered in Article 19.02 shall be

without pay unless mutually agreeable arrangements are made for the employee to use bank time or utilize accrued vacation entitlement. Notwithstanding above, employees shall be entitled to family and emergency medical leave in accordance with ESA.

.05 An employee should request a compassionate leave as soon as possible, as well as provide the basis for the request.

Article 20. HOLIDAYS

.01 All employees, subject to the provisions of this Article, shall receive pay at their hourly earning rate times eight (x8) for the following statutory holidays provided the Employer, at its discretion, may determine the precise date on which the holidays are honoured. For the purposes 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
Family Day	Good Friday
Thanksgiving Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	Civic Holiday
President's Day	

In addition, each employee shall be entitled to 2 (two) floating holidays per calendar year to be taken during 8 hour maintenance shifts, subject to the work requirements of the Plant. Such employee’s request shall not be unreasonably denied.

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

.03 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 Manager, Power Plant Operations (Chief Engineer).

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

.05 Employees who are required to work on a designated holiday under .01 above, will receive payment under the premium hour provisions, Article 12 .06(a), for all hours worked on that statutory holiday.

.06 All applicable statutory holiday premiums as per .05 above, will only be paid if the shift starting time, as per the assigned work schedule, commences on the statutory holiday.

.07 For all cases, the method of reimbursement should be agreed to by the employee and the Manager, Power Plant Operations (Chief Engineer) 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 or the month next following.

.08 The above holidays will be provided in accordance with the Employment Standards Act.

Article 21. JURY OR WITNESS DUTY PAY

.01 An employee who is subpoenaed for jury or crown witness duty will receive for each day of absence thereof the difference between the employee's regular pay computed at the employee's base hourly rate and the amount of jury or witness fee received, provided that the employee furnishes the Employer with a certificate of service signed by the Clerk of the Court showing the amount of jury or witness fee received.

Article 22. SICK LEAVE

.01 Employees are eligible to receive full base salary (no premiums) 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 the Manager, Power Plant Operations (Chief Engineer) as early as possible of their absence and expected date of return to work on a full-time basis.

.03 The Employer and the Union support the application of the Rehabilitation and Accommodation Program which applies a collaborative approach to supporting ill or injured employees remaining at or returning to work regardless if the illness or injury was work related. Employees will participate in such a program, if possible, in light of their medical condition. The Program is focused on the coordinated efforts of the individual, his/her physician, his/her supervisor and the Rehabilitation Coordinator. Individuals attending meetings regarding their rehabilitation and accommodation program may be accompanied by a representative of the Union.

The employer reserves the right to require medical certification of illness or injury and/or a medical certification by a qualified physician. The Employer may request an additional medical certification of the illness or injury and/or medical examination by a second qualified physician to be chosen from a list which has been agreed to by the Union and the Employer. Any cost associated with the second certification will not be at the member's expense. The information from the second certification will be released to Workplace Health or, if the individual is participating in the Rehabilitation and Accommodation Program, to the Rehabilitation Coordinator.

(a) In any event, at the beginning of an absence and at regular intervals thereafter (e.g. every two weeks), the employee will keep his/her Manager, Power Plant Operations (Chief Engineer) informed of his/her medical status and tentative return to work date.

(b) At the time of his/her return to work after each sick leave absence of two weeks or more the employee must provide the Manager, Power Plant Operations (Chief Engineer) 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 Workplace Safety Insurance 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, Workmen's Compensation will pay the employee directly.

Article 23. STAFF BENEFITS

.01 All regular full-time employees under this Agreement will be provided with Staff Benefits as outlined in group insurance benefits contracts, the Pension Plan for Administrative Staff and as specifically provided for in this article.

.02 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 all benefits programs are discontinued. Employees may continue these benefits by making appropriate arrangements with the Department of Human Resources at the time of layoff or leave.

.03 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 Human Resources for payment of those voluntary benefits they wish to continue.

.04 The level of Group Long Term Disability Insurance benefit is 70% of earnings at date of disability.

.05 Employees under this agreement will fund 15% of any eligible benefit claim made under the Group Extended Health Insurance Plan and 15% of eligible claims

under the Group Dental Insurance Plan (excluding claims already subject to a 20% coinsurance level) subject to a maximum out of pocket of $450 per calendar year for single coverage and $900 per calendar year for family coverage.

.06 For those employees who retire on or after 1 July, 2002, 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 9 at retirement. These benefits will be provided under the provisions of the relevant group insurance policies whereby retirees will fund 15% of any benefit claim (without internal dollar maximums) made under the Group Extended Health Insurance Plan and 15% of claims under the Group Dental Insurance Plan (excluding claims already subject to a 20% coinsurance level) subject to a maximum out of pocket of $450 per calendar year for single coverage and $900 per calendar year for family coverage.

.07 Basic life insurance with a benefit equal to two times the employee's annual regular salary is provided if death occurs while actively employed. $25,000 of this benefit is funded by the Employer and the remaining benefit is funded by employee premiums. The Employer premium for this benefit is taxable to the employee. Benefit amounts under the basic life plan may be further funded by the employer in order to reimburse the employee for reduced employment employer insurance premiums, if any, provided due to administrative policies. As of the date of this agreement the additional benefit amount funded by the employer is $19,000.

.08 Optional life insurance, insurance for dependents and accident insurance is available to employees where the 100% of the premiums are paid by the employee and subject to the terms and conditions of the group insurance benefit contracts.

.09 Employees are required to contribute 2.5% of pensionable earnings to the Pension Plan for Administrative Staff (the Plan). The Employee may make additional voluntary contributions to the Plan up to the amounts permitted under regulations of the Income Tax Act (Canada). The Employer shall contribute 7.5% of pensionable earnings to the Plan. On attainment of 10 years of service, the Employer shall contribute an additional 0.5% of pensionable earnings. Further, on attainment of 20 years of service of an employee, the Employer shall contribute an additional 0.5% of pensionable earnings. Contributions shall continue until the member terminates employment, dies, or retires

.10 The Employer and the Employee shall make all necessary statutory contributions in accordance with the laws of Ontario and Canada.

.11 Unless specifically documented in this article, the Pension and benefits shall not be less than those in effect in the Collective Agreement expiring effective June 30, 2015.

.12 Vision care is $300 every two years. Laser Eye surgery may be claimed against the vision care benefit of $300 every two years.

.13 Out of Country trip duration of 90 days shall be added to the out of country emergency medical plan such that only incidents that occur within the first 90 days of being out of the country will be eligible for reimbursement. Further the total expense reimbursement available for out of country emergency is limited to $200,000 per person per trip.

.14 Effective July 1, 2009 the current dependent definition in the benefit contract shall remain unchanged except to include only children of employees 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 health, dental, vision, life insurance and dependent tuition scholarship programs.

Any dependent children who were previously covered under the University group benefit program and who become ineligible by virtue of this amendment will be eligible for coverage through an affiliated insurer, at the employee's expense, without proof of good health, provided the application for coverage is made to the affiliated insurer within 60 days of the end of coverage under the University plan.

.15 Optional life insurance may be purchased at 100% cost to the employee. Members may elect insurance coverage at ½, 1, 1.5, 2, 3, 4, or 5 times their annual salary up to a combined coverage (with basic life) of $1,000,000. Those employees must elect coverage by March 31, 2009, without proof of good health. After that date a health questionnaire will be required before the insurance is covered by the insurance carrier. The optional premiums will be based on age,

sex and smoker status and subject to annual adjustments that reflect the experience of the plan.

.16 Elimination of Normal Retirement – Benefit Changes

Basic Life Insurance
For IUOE employees who continue to work beyond their Normal Retirement Date, the University will pay the full coverage for a $15,000 basic life benefit.

Optional Life Insurance
For IUOE employees who continue to work beyond their Normal Retirement Date, optional life insurance coverage and accidental death and dismemberment insurance shall cease on their Normal Retirement Date.

Dependent Life Insurance
For IUOE employees who continue to work beyond their Normal Retirement Date, dependent life, optional life insurance and accidental death and dismemberment insurance coverage shall cease on their Normal Retirement Date.

Long Term Disability
Coverage and benefits cease for active IUOE employees on the attainment of Normal Retirement Date.

Pension Plan

Pension plan contributions continue to Normal Retirement Date. Pension contributions continue for active IUOE employees who work beyond their Normal Retirement Date provided the member has not yet attained a point where their age plus pension membership service equals 95 or has not attained age 69. Notwithstanding the above, for employees hired on or before January 1, 2009 pension contributions shall continue until the attainment of age 69.

.17 Post Retirement Benefits

All IUOE employees hired on or after July 1, 2008 must have accrued 10 years seniority and achieved age 55 to be eligible for post-retirement health, dental, vision and life insurance programs.

The Out-of-Country trip duration limit shall be 60 days and expense limit of $200,000 per person per trip for IUOE eligible members who retire on or after July 1, 2008.

The design of post-retirement health, dental and vision care plans remains unchanged from the design as of June 30, 2008, with the exception of the dependent child definition as outlined in 14 above, for all future retired employees from the IUOE.

Article 24. HEALTH CARE APPOINTMENTS

.01 Whenever possible, employees will arrange medical, dental and Employee Assistance Program 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 Manager, Power Plant Operations (Chief Engineer) 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 25. 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 Vacation is not earned during unpaid leaves of absence longer than 2 weeks.

.03 Subject to the work requirements, the Employer may in its discretion, grant a Leave of Absence of up to eight (8) days per year to attend to Union business.

Article 26. WAGES

.01 The University agrees to pay the wages outlined in Appendix A.

Article 27. CONTRACTING OUT

.01 Subject to the University's obligation to operate in an efficient and economical manner, should there be contracting out of any employee's job covered by the scope of the Agreement in whole or in part during the course of the Agreement, the University shall:

(a) discuss with the union the nature and rationale of the action,

(b) discuss any alternate means of achieving the necessary level of efficiency and economies,

(c) consider the use of attrition to minimize the impact on the employees, and

(d) provide an opportunity for on-the-job training, if necessary, for available jobs within the bargaining unit.

Article 28. CHRISTMAS DESIGNATED DAYS

.01 The University will designate between one and three days off during the Christmas period. Employees who are not scheduled to work are entitled to receive the designated days off.

Employees who are scheduled to work on these designated days will be provided 2 times the base hourly rate or the equivalent time off.

Article 29. EDUCATIONAL ASSISTANCE

.01 The Educational Assistance plan is established for the purpose of encouraging employees to obtain additional education to assist in their career development on their own time and to provide financial assistance to those who do so.

.02 The assistance is available to those employees who are on payroll at the beginning and the completion of the course(s) involved. (Course completion date is the last day classes are held or the exam date, whichever is later.)

.03 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.

(a) For courses taken for credit at The University of Western Ontario, the employee will be reimbursed 100% of the equivalent undergraduate tuition fee per course. A maximum of $100 will be reimbursed on submission of receipt upon the successful completion of a course for the purchase of textbooks. Tuition fees eligible for payment do not include any supplementary expenses such as lab fees or activity fees.

(b) For other courses, reimbursement will be on the basis of the tuition fee and materials fee of each course to a maximum of the tuition cost of two full undergraduate courses at The University of Western Ontario per year (the year being June 1 to May 31). A maximum of $100 will be reimbursed on submission of receipt upon the successful completion of a course for the purchase of textbooks.

(c) The course completion date will be the date used to determine the year to which this policy will apply.

.04 If the Manager, Power Plant Operations (Chief Engineer) agrees to a course being taken during a regularly scheduled shift, the Manager, Power Plant Operations (Chief Engineer) will establish alternate working arrangements.

.05 The Employer may request employees to take a certain course of study or seminars which will be advantageous to both the employee and to the University itself. In such instances, Facilities Management will bear the full cost and will grant the employee sufficient time away from normal duties to pursue the cost of the study.

.06 Provided an employee has completed a course for credit at The University of Western Ontario under the Educational Assistance Policy, the tuition fee (excluding activity fee) for all future U.W.0. credit courses will be paid in advance by the University, subject in all cases to all other requirements of the Educational Assistance Policy being met.

.07 Applications for Educational Assistance are available through Human Resources.

.08 Completed applications, with the required documentation attached, are to be

forwarded to Human Resources.

.09 Applicants will be advised as soon as possible whether their application has been approved.

.10 Once the course has been completed, proof that the course was passed and the tuition fee paid (fee receipt) must be submitted to Human Resources.

.11 Reimbursement shall be by direct payment to the employee or paid in advance as per provision .06 above.

.12 Effective September 1, 2001, the University will introduce a tuition scholarship program for dependent children of Bargaining unit 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 including enrolment at the affiliated University Colleges.
- 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 the program.

Article 30. STAND BY COMPENSATION

.01 As an integral part of an Operating Engineer's position there is a requirement to serve stand-by assignments. During such assignments, the employees must carry a "paging unit" and must be available for call-in via "paging unit" or telephone.

.02 The payments for these periods of standby will be as follows:

Monday to Friday	1 hour’s pay at the Engineer II rate
Saturday and Sunday	1.25 hour’s pay at the Engineer II rate
Statutory Holidays	1.5 hour’s pay at the Engineer II rate

Article 31. EMERGENCY CLOSING PROCEDURES

.01 Employees required to work when the University is officially closed by the President or designate will be compensated at a rate of two and half (2.5) times the hourly earnings rate for all hours worked.

Article 32. PREGNANCY AND PARENTAL LEAVE

.01 Following thirteen (13) weeks of continuous service, an employee shall be eligible for pregnancy and/or parental leave as defined in the Employment Standards Act.

.02 Pregnancy leave shall extend for up to seventeen (17) weeks, and may be initiated at any time within seventeen (17) weeks of the expected delivery date of the employee's newborn baby. Notice of intent to take pregnancy leave should be made at least three (3) months in advance of the anticipated delivery date.

.03 Parental leave, separate from pregnancy leave, shall be a flexible leave, and shall be extended to any employee who becomes a parent of a newborn or newly adopted child(ren). The birth mother shall be entitled to a leave of sixty-one (61) weeks, whereas the other new parents (s) shall be entitled to a leave of sixty-three (63) weeks. Both the mother and the father of an adopted child shall be entitled to a leave of sixty-three (63) weeks.

.04 A female employee who has taken a pregnancy leave, if she chooses to take a parental leave also, shall take the parental leave immediately following the pregnancy leave, unless the child has not come into the care and control of the mother at the end of the pregnancy leave (e.g. is hospitalized) in which case alternative arrangements respecting the timing of the parental leave may be made.

.05 Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy, and/or delivery of the infant, will be treated in accordance with Article 23. Employees unable to return to work because of illness following such a pregnancy leave or subsequent parental leave associated with the birth of a child must notify Western as soon as possible.

.06 Vacation entitlement, service and seniority shall continue to accrue during the course of any pregnancy or parental leave.

.07 During any period of unpaid pregnancy or parental leave, the University paid portion of the employee's group insurance benefits premiums and pension contributions will be continued on the same basis as provided for prior to the unpaid leave of absence. Benefits of which Western pays the full cost shall continue without interruption or alteration during the course of all unpaid pregnancy and/or parental leaves as defined in Articles 32.02 and 32.03. At the employee's discretion, and provided the employee arranges with Western for the payment of the employee share of the costs, those group insurance benefits premiums and pension contributions paid by the employee will be continued. An information session with regard to benefits will be offered by Western.

.08 As per the Employment Standards Act, the employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position if it does not.

.09 For parents not giving birth, the parental leave must commence within seventy-eight (78) weeks after the child is born or comes into the care and control of the parent for the first time.

.10 For the parents of an adopted child, the parental leave must commence within seventy-eight (78) weeks after the child is born or comes into the care and control of the parent for the first time.

.11 An employee who qualifies under this Article for pregnancy leave or parental leave, has worked for University for at least one (1) year, and makes the necessary application for, is eligible for, and will be in receipt of Employment Insurance (EI) benefits shall be granted Supplementary Employment Insurance Benefits for the period of the pregnancy leave or for seventeen (17) weeks of the parental leave. The application for Supplementary Employment Insurance Benefits will be made through the Department of Human Resources. The one (1) year period shall be calculated from the commencement of employment to the expected delivery date or the date on which a child comes into the care and control of the parent for the first time. The one (1) year period may be waived in the case of the adoption of a

child where the date that the child comes into the care and control of the parent is outside the control of the parent. During any period of approved Supplementary Employment Insurance Benefits the group insurance benefits levels will be continued and the group insurance benefits premiums and pension contributions will be continued as they were prior to the leave.

.12 The Supplementary Employment Insurance Benefits referred to in Article 32.11 shall be in the amount of:

(a) 95% of salary at the commencement of the leave paid by Western for the initial one week waiting period for EI benefits; and

(b) Upon commencement of Employment Insurance Benefits, the difference between 55% of the employees pre-leave salary up to the maximum insurable earnings for Employment Insurance purposes and 95% of the employee's pre-leave salary paid by Western for the remainder of the eligible leave, not to exceed an additional sixteen (16) weeks.

(c) An employee who qualifies for Supplementary Employment Insurance Benefits without a waiting period described in clause a) is entitled, upon commencement of Employment Insurance Benefits, to the difference between 55% of the employee's pre-leave salary up to the maximum insurable earnings for Employment Insurance purposes and 95% of the employee's pre-leave salary paid by Western for the remainder of the eligible leave, not to exceed seventeen (17) weeks.

(d) In no case will the total amount of the Supplementary Employment Insurance Benefits, Employment Insurance 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.

.13 If, before six (6) months have elapsed since his/her return to work, an employee voluntarily resigns his/her employment, is discharged for cause, or is terminated through the operation of Article 9.03, he/she will be indebted to Western for the sum of monies paid to them by Western during her pregnancy leave or his/her adoption related parental leave.

.14 Employees will not be eligible for supplemental employment insurance benefits on

parental and pregnancy leaves after normal retirement date and any supplemental employment insurance benefits will end upon reaching their normal retirement date.

Article 33. RESERVIST LEAVE

.01 UWO will grant Reservist Leave in accordance with the Employment Standards Act (Ontario), provided the employee has completed at least 12 months of service at the university. The employee must provide evidence that s/he is required to take the leave and written notice of the beginning and the end of the leave, at least one month before the leave, if possible.

.02 If the Reservist Leave ends earlier than the original leave end date provided by the employee (as requested under .01), UWO may postpone the employee's reinstatement for two weeks after the day on which the leave ends.

.03 Where an employee does not return to UWO after expiry of her/his Reservist Leave, s/he shall be deemed to have resigned.

.04 Upon return to work from a Reservist Leave, the employee will return to same position and salary. If the same position no longer exists, the employee will be placed in a comparable position and salary within the unit.

.05 Seniority and Service shall continue to accrue during the leave.

.06 A Reservist Leave shall be without pay, group insurance benefits or pension contributions. However, an employee may continue group insurance benefits and/or pension contributions provided they pay the cost of the employee contributions or premiums.

Article 34. CO-OPERATION

.01 A bulletin board will be provided for the use of the Union to post notices of interest to its members upon presentation to the Manager, Power Plant Operations (Chief Engineer). The Director Facilities Operations reserves the right to disapprove of notices of materials not relating directly to Union matters.

.02 The parties are agreed employees may make mutually agreed to exchange of

shifts, provided the employees first reach Agreement between themselves and further, provided the consent of the Manager, Power Plant Operations (Chief Engineer) is obtained prior to the exchange occurring and further, provided no financial penalty is imposed on the Employer.

.03 Employees shall be responsible for the calibre of work performed by them, tools and equipment assigned to them, and for assuring that their work areas are kept in a safe and tidy condition.

.04 If the Employer requires the employee to use his/her own hand tools, the Employer agrees to replace such hand tools broken on the job, such replacement to be made by the Employer on the basis of providing a tool of like value on presentation of the broken tool.

Article 35. PROFESSIONAL LICENSING FEES

.01 The Employer will reimburse the annual costs incurred by employees who are required to maintain their Gas Tech/IMT Certification and Operating Engineer License as a condition of employment at the University. Annual costs shall be considered from July 1 to June 30.

.02 Employees will be required to show a current certificate or license to the Employer, and will provide proof of renewal prior to the expiry of the previous license or membership on an annual basis, or such other time period as mandated by the regulating authority. Proof of renewal will be provide prior to the expiry of the previous license or membership.

Article 36. DURATION

.01 This Agreement shall continue to effect from July 1, 2021 until June 30, 2023 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.

For The University of Western Ontario

Dr. Alan Shepard
President, & Vice-Chancellor

Elizabeth Krische

Sandy Del Vasto

Brett Mason

For the International Union of Operating Engineers - Local 772

Greg Hoath
Business Manager

John Chengalippilil

APPENDIX A

SALARY SCHEDULE A

EFFECTIVE FROM July 1, 2021 TO June 30, 2022
(Operating Engineers WITHOUT IMT Certification)
(IMT must be achieved and maintained within six (6) months of hire)

Job Classification	Week	Hourly Earning Rate	Monthly	Annual
Engineer II*	40	$38.61	$6,691.85	$80,302.25
Engineer III	40	$37.13	$6,435.54	$77,226.48
Engineer IV	40	$33.34	$5,778.81	$69,345.78
* Sole Operating Assignment		$39.35		

EFFECTIVE FROM July 1, 2021 TO June 30, 2022
(Operating Engineers WITH IMT Certification)

Job Classification	Week	Hourly Earning Rate	Monthly	Annual
Engineer II*	40	$41.74	$7,234.18	$86,810.14
Engineer III	40	$40.27	$6,979.89	$83,758.68
Engineer IV	40	$36.47	$6,321.13	$75,853.51
* Sole Operating Assignment		$42.48		

EFFECTIVE FROM July 1, 2022 TO June 30, 2023
(Operating Engineers WITHOUT IMT Certification)
(IMT must be achieved and maintained within six (6) months of hire)

Job Classification	Week	Hourly Earning Rate	Monthly	Annual
Engineer II*	40	$38.99	$6,758.77	$81,105.27
Engineer III	40	$37.50	$6,499.90	$77,998.74
Engineer IV	40	$33.67	$5,836.60	$70,039.23
* Sole Operating Assignment		$39.74		

EFFECTIVE FROM July 1, 2022 TO June 30, 2023
(Operating Engineers WITH IMT Certification)

Job Classification	Week	Hourly Earning Rate	Monthly	Annual
Engineer II*	40	$42.15	$7,306.52	$87,678.24
Engineer III	40	$40.67	$7,049.69	$84,596.26
Engineer IV	40	$36.83	$6,384.34	$76,612.05
* Sole Operating Assignment		$42.91		

APPENDIX B

Letter of Understanding

Between

The University of Western Ontario

And

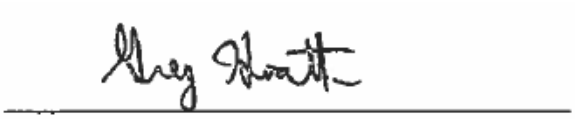
International Union of Operating Engineers (IUOE) Local 772

Re: <u>Bargaining Unit Work</u>

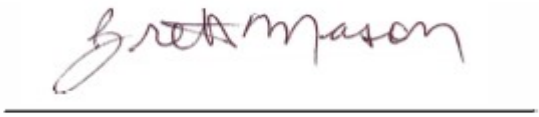
Notwithstanding Article 27, The University of Western Ontario agrees, for the life of this collective agreement, that no bargaining unit employee shall be laid off or suffer a reduction to their regular hours of work while the employer simultaneously contracts out work which is contained within their job description and which they are qualified to perform.

This letter forms part of the Collective Agreement and is subject to the grievance and arbitration procedures.

For the Union



For the University



APPENDIX C

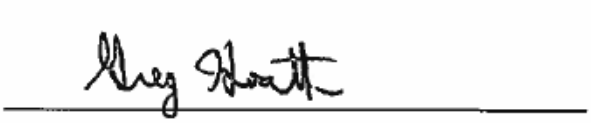
Letter of Understanding
Between
The University of Western Ontario (UWO)
And
International Union of Operating Engineers, Local 772

This Letter of Understanding is to cover Co-Op students receiving training/steam qualifying time at the Power Plant at the University of Western Ontario.
Several Ontario Colleges are reacting to the looming shortage of Stationary Engineers by offering 4th and 3rd class programs. The University is assisting these programs by providing steam time to qualified students for a co-op time period.

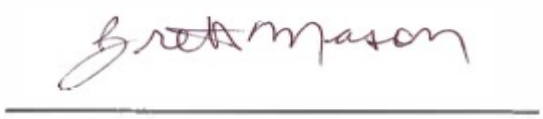
During the co-op time period, the successful student(s) will shadow University's Power Plant staff either in the main plant or on outside rounds. As this is strictly a training/steam qualifying time period, at no time will be student(s) be working/training by themselves or be required to assist staff in getting a job completed.

The University's Power Plant management will work with the participating College to match training to course curriculum requirements.

For the Union



For the University



APPENDIX D

Scheduling – Altered Work Week

In recognition of promoting a work-life balance and engagement of employees balanced with operational requirements of the Power Plant, Facilities Management Power Plant employees and leadership have developed a scheduling format that will allow an employee to have flexibility into selecting his/her **non-Sole Operato**r time. The following are the guidelines and regulations that have been agreed to for the implementation;

1. This is a mutual agreement that can be withdrawn by either group if either leadership or employees are adversely affected by giving a minimum of three months' notice;

2. Starting times shall be 6:00, 6:30, 7:00, 7:30, or 8:00 a.m.;

3. The planned work day (Monday to Friday) shall consist of exactly 8, 8.5 or 9 working hours;

4. Quitting times shall be 2:30, 3:00, 3:30, 4:00 or 4:30 p.m.;

5. Premium provision will not be paid unless leadership has mandated a shift time that falls within the designated premium period. Overtime shall not be paid for regularly scheduled hours in accordance with #3 above;

6. Statutory holidays will be scheduled as an 8 hour day;

7. Sick and compassionate leave will be charged on the basis of the time pattern the employee is working. (i.e., if the employee would have worked a nine hour day, his/her leave would constitute a 9 hour charge against his/her sick and compassionate leave allowance);

8. Each employee wishing to vary their daily working hours from the standard 7:30 a.m. to 4:00 p.m. period shall submit his/her monthly proposed schedules for approval by the 15th of the month for the following month;

9. The supervisor on receipt of the proposed work schedules will assess the total hours available for each day of the coming month and assure that the commitments of the plant can be met. Based on his/her evaluation, the proposed schedules may be accepted, modified or refused in order to assure coverage of all the necessary services;

10. Leadership reserves the right to change hours at any time based on Western requirements. If leadership changes an employee's schedule with less than 84 hours' notice, the hours outside of the pre-scheduled shift will be paid as overtime, unless the schedule is changed with mutual consent where it will be paid at straight time;

11. The total number of hours that the employee elected to work during a given month will be compared to the "Required Hours";

    a. In the case where the employee is in a deficit position, he/she will be allowed to carry this deficit (within the current month or the following month) until it has reached 8 hours. At this point the deficit must be eliminated by working either additional hours (to a 9 hour day maximum) or an extra 8 hour day;

    b. In the case where an employee is in a surplus hours position, these surplus hours will be balanced to zero within the current month or the following month;

12. If periods of sickness from the current month continues into the next month, the altered work week reverts to the normal 8-hour day until the following week after return to work; and

13. When an employee is absent due to a lost time accident and is operating under the altered work week plan, for the balance of the week in which the lost time accident occurred, we honour the altered work week hours as submitted. If the employee did not return to work on the Monday following the date of the accident, then that week would be recorded as a normal 40 hour week, 8 hours per day. Further, that week would continue as a normal 40 hour week for any balance worked, such as a return on a Wednesday or Thursday. Having returned to work part way through the week following the accident, the next week would revert to the submitted altered work week pattern.

Sole Operator
The Sole Operator Schedule will be posted annually.

If additional shifts approved by the Manager, Power Plant Operations (Chief Engineer) are cancelled employee shall be paid.