



Collective Agreement
between
the University of Western Ontario
and
the University of Western Ontario Staff Association

For the period
July 1, 2024 to June 30, 2028



TABLE OF CONTENTS

PURPOSE AND PREAMBLE	4
ARTICLE 1 – DEFINITIONS.....	5
ARTICLE 2 – RECOGNITION	7
ARTICLE 3 – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS	9
ARTICLE 4 – NON-DISCRIMINATION/ HARASSMENT/SEXUAL MISCONDUCT.....	10
ARTICLE 5 – STRIKE OR LOCK-OUT	13
ARTICLE 6 – UNION SECURITY.....	13
ARTICLE 7 – UNION REPRESENTATION	15
ARTICLE 8 – GRIEVANCE PROCEDURE.....	18
ARTICLE 9 – ARBITRATION PROCEDURE	23
ARTICLE 10 – SENIORITY AND SERVICE DATES.....	23
ARTICLE 11 – DISCIPLINE AND DISCHARGE.....	27
ARTICLE 12 – VACANCIES	28
ARTICLE 13 – LAYOFF	31
ARTICLE 14 – DISPLACEMENT OF EMPLOYEES.....	34
ARTICLE 15 – RECALL RIGHTS.....	37
ARTICLE 16 – PREFERENTIAL PLACEMENT DURING THE LAYOFF NOTICE PERIOD	40
ARTICLE 17 – UNION/MANAGEMENT COMMITTEE	42
ARTICLE 18 – TECHNOLOGICAL CHANGE	42
ARTICLE 19 – MEAL AND REST PERIODS	43
ARTICLE 20 – VACATION	45
ARTICLE 21 – PAID HOLIDAYS.....	48
ARTICLE 22 – EDUCATIONAL ASSISTANCE PLAN.....	50
ARTICLE 23 – LEAVE OF ABSENCE WITHOUT PAY	54
ARTICLE 24 – SICK LEAVE AND DISABILITY INCOME PROTECTION.....	56
ARTICLE 25 – HEALTH CARE APPOINTMENTS	61

ARTICLE 26 – COMPASSIONATE LEAVE 61

ARTICLE 27 – JURY DUTY, WITNESS DUTY AND CITIZENSHIP..... 63

ARTICLE 28 – PARENTAL AND PREGNANCY LEAVE 63

ARTICLE 29 – POLITICAL CANDIDACY, RESERVIST AND INDIGENOUS
POLITICAL LEADER LEAVE 67

ARTICLE 30 – REDUCED RESPONSIBILITY 69

ARTICLE 31 – RETIREMENT AND PENSION PLAN 71

ARTICLE 32 – HOURS OF WORK AND OVERTIME..... 73

ARTICLE 33 – DEFERRED SALARY LEAVE..... 76

ARTICLE 34 – GUARANTEED HOUSING LOAN PLAN..... 78

ARTICLE 35 – HEALTH AND SAFETY..... 78

ARTICLE 36 – EMPLOYMENT EQUITY 82

ARTICLE 37 – LONG SERVICE RECOGNITION 82

ARTICLE 38 – ACCESS TO PERSONNEL FILE 82

ARTICLE 39 – EMPLOYEE ASSISTANCE PROGRAM 83

ARTICLE 40 - CONTRACTING OUT 84

ARTICLE 41 – CLOSURE OF UNIVERSITY 85

ARTICLE 42 – EMPLOYEE TYPES 85

ARTICLE 43 – TEMPORARY ASSIGNMENTS 89

ARTICLE 44 – JOB EVALUATION 90

ARTICLE 45 – WAGES AND BENEFITS 93

ARTICLE 46 – LEARNING, STAFF DEVELOPMENT AND TRAINING 99

ARTICLE 47 – CLOTHING ALLOWANCE 101

ARTICLE 48 – MERGER, AMALGAMATION OR CONSOLIDATION OF THE
UNIVERSITY 102

ARTICLE 49 – DURATION 102

ARTICLE 50 – TUITION SCHOLARSHIP 102

ARTICLE 51 – CALL IN PAY 103

ARTICLE 52 – STAND BY COMPENSATION..... 103

ARTICLE 53 – TRAVEL 104

ARTICLE 54 – GENERAL CONDITIONS..... 104

ARTICLE 55 – SECONDMENTS 104

ARTICLE 56 – PAY EQUITY 106

APPENDIX A – TERM EMPLOYEES 108

APPENDIX B – UPDATED CLASSIFICATIONS..... 110

APPENDIX C – FACULTY/ADMINISTRATIVE UNITS 113

APPENDIX D – END OF YEAR CLOSING CHART 114

APPENDIX E – UWOSA STAFF LEVELS AND JES2013 POINT BANDS
(LEVELS)..... 115

APPENDIX F – TRANSFER OF WORK IVEY 116

APPENDIX G – CAREER PROGRESSION FOR UWOSA MEMBERS..... 117

APPENDIX H – APPRENTICESHIP PROGRAM – GENERAL MACHINIST... 118

APPENDIX I – TRANSFER OF WORK SCHULICH..... 121

APPENDIX J – VIDEO MONITORING 122

APPENDIX L – IMPLEMENTATION OF THE JOB EVALUATION SYSTEM
(JES2013) AND POINT BANDS (LEVELS)..... 123

APPENDIX M – ARTICLE 32 – HOURS OF WORK..... 128

APPENDIX Q – ARTICLE 2 – RECOGNITION..... 129

APPENDIX W – UWOSA HOURLY COMPENSATION RATE – EFFECTIVE
JULY 1, 2024 130

APPENDIX X – UWOSA HOURLY COMPENSATION RATE – EFFECTIVE JULY
1, 2025 130

APPENDIX Y – UWOSA HOURLY COMPENSATION RATE – EFFECTIVE JULY
1, 2026 131

APPENDIX Z – UWOSA HOURLY COMPENSATION RATE – EFFECTIVE JULY
1, 2027 131

Schedule A - JES2013 Job Evaluation Plan 132

Schedule B – Review Schedule of UWOSA Position Descriptions (Article
44.03) 196

Addendum – MOA re. Appendix L – Implementation of the Job
Evaluation System and Point Bands..... 197

PURPOSE AND PREAMBLE

The purpose of this Agreement is to establish an orderly collective bargaining relationship between The University of Western Ontario (hereafter referred to as Western) and its employees represented under this Agreement by The University of Western Ontario Staff Association (hereafter referred to as UWOSA) and between Western and UWOSA, to encourage efficiency of operation, to ensure the prompt and peaceful resolution of disputes and grievances and to set forth an Agreement covering rates of pay and other working conditions.

The parties recognize that it is in their mutual interests to promote and to enhance the working relations between Western and UWOSA and its members based upon the principles of mutual respect and cooperation and to foster a climate appropriate for the promotion of excellence in the University.

Western and UWOSA and its members recognize the vital role that each party plays and, therefore, they commit themselves to working together to strive:

- a) for a safe and efficient working environment;
- b) for the fair and equitable treatment for all employees;
- c) to keep the parties informed on matters affecting them; and
- d) to promote and maintain a working environment which recognizes the dignity and worth of each employee, and creates a climate of mutual respect and understanding; all in accordance with, and subject to, this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

1.01 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:

Applicable Date of Layoff means the date of layoff that is required to be specified in the notice of layoff required by Article 13;

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;

Date of Last Hire means the last day the person contracted into an employment relationship with the University of Western Ontario. Date of Last Hire shall be reset to the most recent contract start date when there is an interruption of earnings sufficiently long to require the issuance of a Record of Employment;

Day means a working day not including Saturday, Sunday or a holiday recognized under Article 21;

Employee means only a person covered by this Agreement unless specifically indicated otherwise by the terms of this Agreement;

Main Campus means that portion of Western campus which is situated north of Huron Street, east of Western Road, south of the Medway Creek and west of the Thames River;

Normal Retirement Date means for the purposes of this agreement, the Normal Retirement Date is defined as the first day of the month following an employee's attainment of 65 years of age;

Parties to this Agreement means Western and UWOSA;

Recall Date means the date specified for return to work in a recall notification given to a laid off employee;

Secondment means a Term vacancy that is expected to be not less than eight (8) months and not greater than twenty-four (24)

months in duration, which is filled by a Continuing or Sessional employee.

Senate means the Senate of The University of Western Ontario, as provided for in The University of Western Ontario Act;

Seniority Date “A” refers to the pre-2011 Seniority Date held by employees who were members of UWOSA on or before December 31, 2010, and is deemed to be such employee’s seniority for the application of Articles 12 and 20 only.

Spouse means the legally married spouse of the Employee, or a person of the opposite or same sex who has continuously lived with the Employee for a period of at least one year in a conjugal relationship outside marriage. Only one Spouse will be considered as being covered at any time.

Standard Work Week shall mean the number of hours for a position so specified in Appendix B;

the University, Western or UWO shall refer to The University of Western Ontario;

UWOSA shall refer to The University of Western Ontario Staff Association;

UWOSA Council means the Stewards Council for UWOSA, established pursuant to UWOSA’s Constitution and By-Laws;

UWOSA Representative or Union Representative means an employee who has been duly authorized to represent UWOSA with respect to matters related to this Agreement, and shall include employees elected or appointed to UWOSA Council, officers, stewards, and other employees who are duly appointed to represent UWOSA on any committee, and shall include any UWOSA Staff in any event;

Work Week shall be defined as beginning on Sunday and ending on the following Saturday;

- 1.02 The parties agree that, with respect to all matters covered by this Agreement, employees in same-sex relationships shall be deemed to have the same marital and family status as employees who are married to, or in common-law relationships with, members of the opposite sex, subject to limitations, if any, prescribed by law.

ARTICLE 2 – RECOGNITION

2.01 Western recognizes UWOSA as the exclusive bargaining agent for all employees of The University of Western Ontario in the City of London and all employees of The University of Western Ontario working in the University’s Northern Outreach Program, in Thunder Bay, Ontario, save and except the following:

- a) Supervisors and those above the rank of supervisor. (It is understood that the use of the term “supervisor” is intended to only refer to individuals, regardless of their title, who exercise managerial functions within the meaning of section 1(3)(b) of the Labour Relations Act, 1995.);
- b) Persons employed in a confidential capacity in matters relating to labour relations, which employees include all secretaries and/or administrative assistants in the Office of the President, which office includes the offices of the President, Vice-Presidents, Vice-Provost and Registrar, Secretary of the Senate/Board of Governors; all secretaries and/or administrative assistants in the Office of Staff Relations; and the one (1) personal secretary or administrative assistant to each of the following individuals: Associate Vice-President (Human Resources); Associate Vice-President (Financial Services); Associate Vice-President (Facilities Management); Vice-Provost and Chief Librarian; Director (Western Technology Services); Associate Vice-President (Institutional Planning and Budgeting); Deputy Registrar; the Director of Pensions and Benefits; Associate Vice-President (Housing and Ancillary Services); Director (Hospitality Services); and the Director of Operations and Maintenance, Facilities Management;
- c) Security guards;
- d) Employees in bargaining units for which any trade union held bargaining rights under the Labour Relations Act as of September 24, 1997;

- e) Academic staff including faculty, and any other employee in respect of work performed teaching courses for credit or non-credit;
- f) Post-Doctoral fellows;
- g) Full-Time students of The University of Western Ontario;
- h) Employees regularly employed for not more than 24 hours per week and students employed during their school vacation period;
- i) Employees who are hired by The University of Western Ontario pursuant to a written individual contract of employment with a definite term of eight (8) consecutive months or less and who in fact work for The University of Western Ontario for eight (8) months or less in any period of twenty-four (24) consecutive months; and
- j) Employees in job classifications or salary grades eligible for membership in the Professional/Managerial Association at The University of Western Ontario prior to the Application for Certification dated September 24, 1997, or their subsequent equivalents.

ARTICLE 3 – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

3.01 UWOSA recognizes that the management and direction of employees are fixed in Western and shall remain solely with Western except as limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, UWOSA acknowledges that it is the exclusive function of Western to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, retire, direct, promote, classify, transfer, layoff, recall employees;
- c) discharge, suspend or otherwise discipline non-probationary employees for just cause;
- d) discharge, suspend or otherwise discipline probationary employees;
- e) determine the qualifications for and requirements of a position and the standards of work to be performed;
- f) expand, reduce, alter, combine, transfer or cease any position, department, operation or service;
- g) determine the machinery and equipment to be used, the specifics of assigned work, the methods and techniques of work, the standards of performance, the schedules of work and number of personnel to be employed;
- h) establish, enforce and alter from time to time rules and regulations to be observed by the employees.

3.02 Western's right to exercise the management function in this Article is subject to the provisions of this Agreement, and an allegation that Western has violated the specific terms of the Articles in this Agreement through the exercise of its management rights, is a claim that is properly resolved through the grievance and arbitration process set out herein.

3.03 The Employer shall exercise its discretion in a just, fair, and equitable manner.

ARTICLE 4 – NON-DISCRIMINATION/HARASSMENT/SEXUAL MISCONDUCT

4.01 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, harassment and sexual misconduct 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.

4.02 This article is in accordance with all applicable federal and provincial legislation related to discrimination, harassment and sexual misconduct such as the Ontario Human Rights Code and the Labour Relations Act. It also applies to those situations defined as Workplace Harassment under the Occupational Health and Safety Act. The Safe Campus Policy (M.A.P.P. 1.46) and the Non-Discrimination/Harassment/Sexual Misconduct Policy (M.A.P.P. 1.35) should be consulted whenever there are concerns about violence in the workplace including domestic.

Discrimination

4.03 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:

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

4.04 This Article shall not infringe upon the implementation of special programs disadvantaged persons or groups to achieve or attempt to achieve equal opportunity.

Harassment

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

4.06 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 4.03. 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.

4.07 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:

submission to such conduct is made either explicitly or implicitly a condition of an individual's employment; or submission to such conduct by an individual is used as a basis for employment; or such conduct interferes with an individual's work performance; or 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.

4.08 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 4.03.

4.09 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.

4.10 Harassment may not include:

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

Sexual Misconduct

- 4.11** Sexual Misconduct means, in relation to a student of the University, engaging in a physical sexual relations with the student, touching of a sexual nature of the student or behavior or remarks of a sexual nature toward the student by an employee of the University as defined in M.A.P.P policy 1.35.
- 4.12** An Employee alleging a violation of this Article may seek resolution through the Employer's policy on Non-Discrimination/Harassment and Sexual Misconduct M.A.P.P 1.35 and/or may file a grievance in accordance with Article 8 – Grievance Procedure at Step 3.
- 4.13** Nothing in this Article precludes the Employer from conducting an investigation into an allegation of Discrimination or Harassment or Sexual Misconduct. The Employer shall notify the Union of any investigation into an allegation of Discrimination or Harassment or Sexual Misconduct made against an Employee. In all investigations involving Employees, they shall be notified of their right to Union Representation prior to any meeting with the Employer or third party retained by the Employer.
- 4.14** No Employee against whom an allegation of Discrimination or Harassment or Sexual Misconduct 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.
- 4.15** An Employee who is disciplined as the result of any investigation into alleged Harassment or Discrimination or Sexual Misconduct shall have the right to grieve such discipline under Article 8 – Grievance Procedure.

ARTICLE 5 – STRIKE OR LOCK-OUT

- 5.01** UWOSA agrees that there will be no strike (full or partial withdrawal of services) during the term of this Agreement.
- 5.02** Western agrees that during the term of this Agreement there will be no lockout.
- 5.03** Strike and lockout bear the meanings used in the Ontario Labour Relations Act.
- 5.04** Employees have the right to decline to perform the normal duties of striking or locked-out employees of the employer during a legal strike by another bargaining unit of employees of the employer or during any lock-out of another bargaining unit by the employer.
- 5.05** 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.

ARTICLE 6 – UNION SECURITY

- 6.01** Western shall deduct from each pay an amount equivalent to the regular UWOSA dues from the wages of all employees in the bargaining unit provided that UWOSA shall first inform Western in writing of the amount of regular union dues. In the event of a change to the union dues, not less than thirty (30) days written notice will be provided to Western by UWOSA.
- 6.02** Western shall make payment of the monthly dues deductions to the office of the union by the fifteenth (15th) calendar day of the month following the month in which the deductions were made.
- 6.03** Western will specify, at the time of making the monthly remittance, the following information:
- a) the employees from whom the deductions have been made;
 - b) the amount of the dues deducted;
 - c) each employee's budget unit;

- d) any and all new hires;
- e) any and all terminations of employment or layoffs, including voluntary terminations by employees and retirements;
- f) any and all changes in an employee's classification or type, including secondments and temporary transfers or assignments, the completed position description questionnaire, and the evaluation results (with rating score sheets);
- g) all employees in receipt of long term disability benefits or worker's compensation benefits at the time of remittance and all employees off work on account of a leave of absence, reduced responsibility or parental or pregnancy leave;
- h) each employee's type, classification, and notice of all grant funded employees;
- i) for each Term employee the start and end date, including any extension to the Term under Article 42.05; and
- j) for each Sessional employee, notice of the recurring periods of work and absence of work.
- k) where an employee or a supervisor has appealed the decision of Human Resources, completed appeal forms, position description questionnaire, associated comments and appeal results (with rating score sheets).
- l) employees on approved Reduced Responsibilities will be identified on existing UWOSA monthly reports.
- m) employees approved for Secondment will be identified on existing UWOSA monthly reports.
- n) non-union postings for any member who becomes a member of the bargaining unit.

The foregoing information shall be provided in written and electronic form if the latter exists.

6.04 UWOSA agrees to indemnify and save Western harmless against all claims or other forms of liability that may arise out of or by reasons of deductions made or payments made in accordance with this article, except, without limiting the generality of the foregoing, it is expressly understood that if Western fails to make the required deductions from an employee for more than six months, Western shall be exclusively liable to the UWOSA for the unpaid dues beyond those six (6) months, and the employee shall not be called upon to indemnify Western for this liability.

ARTICLE 7 – UNION REPRESENTATION

- 7.01** UWOSA shall provide to Western the names of its officers, and other employees authorized to represent it in its relationship with Western.
- 7.02** Western agrees to recognize one Steward and one alternate Steward per UWOSA designated areas, up to a maximum of 25 areas, who will be authorized to represent employees. The alternate Steward may only act in the absence of the Steward. UWOSA will provide Western with the names of these Stewards, their alternates and their areas. UWOSA will advise Western of any changes to this list as they occur.
- 7.03** Western shall recognize a UWOSA Negotiating Team consisting of up to six (6) employees. The members of the Negotiating Team shall not lose pay or benefits during any or all negotiating meetings with Western, up to and including conciliation, but not beyond, held during an employee's regular working hours.
- 7.04** All correspondence between Western and UWOSA relating to matters covered by this Agreement shall be sent to the attention of the President of UWOSA or designate and the Director, Human Resources, or designate of Western.
- 7.05** Western shall provide for UWOSA's use of the following services, subject to Western policies, with the understanding that any change to the policies shall be of general University wide application and not specific to UWOSA:
- a) Internal Western mail, including electronic mail;
 - b) Use of meeting rooms, as available, for the purpose of communication on official Union business;
 - c) Exclusive use of a mutually acceptable office on campus, approximately equivalent in terms of size as Room 255 at the University Community Centre, and the furniture and equipment present in Room 255 at certification, and cleaning of that office; and
 - d) The necessary access to the World Wide Web at Western to allow UWOSA to maintain a Home Page.

7.06 Officers and other UWOSA representatives shall be granted time off away from work, without loss of pay or reduction in benefits, for scheduled meetings with Western officials when such meetings are scheduled during the employee's regular working hours. Affected employees shall be required to notify the Dean, Budget Unit Head or designate of such meetings with as much advance notice of the meetings as possible. For the purposes of attending Grievances and Arbitrations, UWOSA Executive members, and no more than one Steward if requested 10 days in advance, will be granted time away from work under this article.

7.07 All employees will be entitled to two (2) hours without loss of pay or reduction in benefits, up to twice per calendar year, to attend UWOSA's general membership meetings. These two (2) hours include the employee's regularly scheduled meal period. For employees who work off the main Western campus as defined by this Agreement, this period shall be extended to allow for reasonable travel time not to exceed one (1) hour in total.

7.08 a) The President of UWOSA shall be entitled to full release time of up to five (5) normal working days per week, to a maximum of eight (8) hours each day, without loss in pay or benefits, to attend to UWOSA matters. A mutually agreed upon schedule of release time will be set for each Western fiscal year. UWOSA agrees to compensate Western for one-half of the President's salary and benefits, multiplied by the percent of release time scheduled for the President.

b) The Vice-President of UWOSA shall be entitled to full release time of up to five (5) normal working days per week, to a maximum of eight (8) hours each day, without loss in pay or benefits, to attend to UWOSA matters. A mutually agreed upon schedule of release time will be set for each Western fiscal year. UWOSA agrees to compensate Western for one-half of the salary and benefits, multiplied by the percent of release time scheduled for Vice-President.

c) The Chief Steward will have full release time of five (5) normal working days per week, to a maximum of eight (8) hours each day, without loss in pay or benefits, to attend to UWOSA matters. A mutually agreed upon schedule of release time will

be set for each Western fiscal year. UWOSA agrees to compensate Western for one-half of the salary and benefits of the Chief Steward, multiplied by the percent of release time scheduled for Chief Steward.

Effective May 1, 2014, for purposes of this Article, compensation shall be based on the actual rate of the officer and the full-time benefit costs.

Upon leaving office, if they so request, an employee to whom Article 7.08 a), b), or c) applies shall be entitled to return to their previous position, if it still exists. If it does not exist, they will return to a position with: same rate of pay; same hours of work (unless mutually agreed otherwise); and comparable responsibilities. The foregoing shall not apply if the employee is a Term employee or a Sessional employee, in which case the employee's preexisting terms and conditions of employment shall prevail.

- 7.09** a) Representatives of UWOSA who sit on the UWOSA Council shall be entitled to one (1) hour twice per month, away from work, immediately after or before their regular scheduled lunch period, without loss of pay or diminution of benefits, for the purpose of attending regularly scheduled UWOSA Council meetings. For employees who work off the main Western campus as defined by this Agreement, this period shall be extended to allow for reasonable travel time not to exceed one (1) hour in total with the understanding that the travel time is to be made up. Such employees will be required to make up these hours at another time satisfactory to the employee and the person to whom they report. Notwithstanding Article 19, these employees only may be permitted to work through a meal period to make up the meeting and/or the travel time.
- b) Representatives of UWOSA who sit on the UWOSA Executive shall be entitled to one (1) hour every week, away from work immediately after or before their regular scheduled lunch period, without loss of pay or diminution of benefits, for the purpose of attending regularly scheduled UWOSA Executive meetings and attending to their other duties. For employees

who work off the main Western campus as defined by this Agreement, this period shall be extended one (1) hour to allow for reasonable travel time not to exceed one (1) hour in total with the understanding that the travel time is to be made up. Such employees will be required to make up these hours at another time satisfactory to the employee and the person to whom they report. Notwithstanding Article 19, these employees only may be permitted to work through a meal period to make up the meeting and/or the travel time.

7.10 Neither the Employer, nor the employee will be required or permitted to make an individual agreement inconsistent with this Agreement.

7.11 Western shall print and distribute one copy of this Agreement to each employee and provide 100 copies to the UWOSA. The cost of this printing shall be paid by Western and the Agreement will be printed by the Graphics Department. Such printing will include Western and UWOSA symbols.

7.12 Western shall provide the UWOSA with the following as soon as they become available:

- a) 1 copy of Western budget and budget report when circulated to the Board; and
- b) 1 copy of the annual audited statement of Western when presented to the Board.

7.13 After UWOSA receives notification of a new employee, the new employee and their Steward will be allowed a time period of thirty (30) minutes, subject to operational requirements, for an introductory meeting without loss of pay, and neither the employee nor the Steward will be required to make up the time.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 An employee may use this grievance procedure without prejudice to their employment.

8.02 A grievance is defined as any work-related dispute arising out of the interpretation, application, administration or alleged violation of

the specific terms of the Articles in this Agreement. It is the mutual desire of UWOSA and Western that grievances should be addressed as quickly as possible. It is agreed that only one grievance concerning the same facts, incidents and alleged violation of this Agreement will be recognized.

8.03 A group grievance shall be initiated should more than one employee be grieving the same alleged violation. All employees affected may sign the grievance but no more than two (2) affected employees may be present at each step of the grievance process.

8.04 STEP ONE

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 must give the supervisor outside the bargaining unit or designate the first opportunity to address the problem.

- a) If a matter is not resolved as above, a Grievance may be initiated. The Grievance will be stated in writing or electronically on a numbered Grievance Form, outlining the facts of the Grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The Grievance must be submitted to the supervisor outside the bargaining unit or designate within fifteen (15) days after the employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the Grievance. The Grievance shall be copied to the grievor and Human Resources.
- b) Within ten (10) days of the receipt of the grievance the supervisor named above shall convene a meeting with the UWOSA Chief Steward or designate, the grievor and up to three (3) other UWOSA representative(s). Western may also have three (3) representatives present.
- c) The supervisor named above shall give written or electronic reply to the grievance within five (5) days of the Step One

meeting, with a copy to the grievor, UWOSA Chief Steward and Human Resources.

8.05 STEP TWO

- a) If the grievance is not resolved at STEP ONE, the grievance must be submitted, to the Dean, Budget Unit Head or designate within five (5) days of the reply provided for in Article 8.04 c). The grievance shall be copied to the grievor and Human Resources.
- b) Within ten (10) days of the receipt of the grievance, the Dean, Budget Unit Head or designate shall convene a meeting with the UWOSA Chief Steward or designate, the grievor and up to three (3) other UWOSA representative(s). Western may also have three (3) representatives present.
- c) Western shall give written or electronic reply to the grievance, within ten (10) days of the STEP TWO meeting, with a copy to the grievor, UWOSA Chief Steward and Human Resources.

8.06 STEP THREE

- a) If the grievance is not resolved at STEP TWO, the grievance must be submitted to the AVP – Human Resources or designate within ten (10) days of the reply provided for in Article 8.05c). The grievance shall be copied to the grievor and Human Resources.
- b) Within ten (10) days of the receipt of the grievance, the AVP – Human Resources or designate shall convene a meeting with the UWOSA Chief Steward or designate, the grievor and up to three (3) other UWOSA representative(s). Western may also have three (3) representatives present.
- c) Western shall give written or electronic reply to the grievance, within ten (10) days of the STEP THREE meeting, with a copy to the grievor, UWOSA Chief Steward and Human Resources.

8.07 If the grievance remains unresolved following STEP THREE, the grievance may be referred to Arbitration as set forth in Article 9.

8.08 a) Every grievance must be commenced and processed to the next step in the Grievance Procedure within the time limits under this Article, or as mutually extended in writing, it being understood that these time limits are mandatory.

b) Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure or, if the next step is Arbitration, to Arbitration in accordance with Article 9.

c) Either party may request an extension to the timeline in writing. Both parties must mutually agree in writing and clearly distinguish the extension deadlines in order to approve.

8.09 a) UWOSA Policy Grievance

UWOSA shall be entitled to file a policy grievance involving a question of general application or interpretation of any Article of this Agreement directly at STEP THREE by filing such a grievance with the AVP - Human Resources or designate. Any grievance by UWOSA as provided in this paragraph shall be commenced within fifteen (15) days after its occurrence or from the date UWOSA ought reasonably to have been aware of the occurrence of the circumstances giving rise to the grievance. UWOSA agrees not to unnecessarily by-pass the individual or group grievance process through the filing of Policy grievances.

b) Western Grievance

Western shall be entitled to file a grievance directly at STEP THREE by filing such grievance with the President of UWOSA. Any grievance by Western as provided in this paragraph shall be commenced within fifteen (15) days after its occurrence or from

the date Western ought reasonably to have been aware of the occurrence of the circumstances giving rise to the grievance.

c) In either Article 8.09 a) or b), a meeting shall be held within ten (10) days of the receipt of the grievance and the responding party shall respond within seven (7) days with a decision of this meeting. If the grieving party is not satisfied with the decision of the STEP THREE process, it may take this matter to Arbitration as per Article 9.

8.10 The grieving employee or any employee asked to attend a grievance meeting by the employer will not suffer a loss in pay as a result of attendance at scheduled grievance meetings between Western and the employee as provided for under this Article. Such employee will provide as much advance notice as possible to the Dean, Budget Unit Head or designate of any such meetings that may conflict with their employee responsibilities.

8.11 Recognizing that Stewards have regular duties to perform as employees, Stewards will be given reasonable time off work without loss of pay or reduction in benefits, to fulfill their duties in respect of the investigating and processing of grievances, provided they first obtain permission from the Dean, Budget Unit Head or designate which permission will not be unreasonably withheld. These Stewards shall advise the Dean, Budget Unit Head or designate when they return to work.

8.12 A grievance into any Termination of Employment, Article 14: Displacement and Article 4: Discrimination/Harassment/Sexual Misconduct shall commence at STEP THREE.

8.13 The parties may mutually agree to have an individual or group grievance filed at Step 2 or Step 3.

ARTICLE 9 – ARBITRATION PROCEDURE

- 9.01** If a grievance is not settled in the course of the grievance procedure it may be referred to Arbitration by written notice signed by the President of UWOSA, or designate, and given to the AVP – Department of Human Resources, or vice versa, no later than twenty (20) days from the receipt of the answer at STEP THREE. This referral to Arbitration must be made within twenty (20) days of the answer at STEP THREE of the Grievance Procedure, it being understood that this time limit is mandatory.
- 9.02** Grievances shall be heard by a Single Arbitrator. The party referring the grievance to Arbitration shall propose three (3) possible Arbitrators to hear the grievance. If the parties are unable to agree within (20) days of the referral to Arbitration as to who will act as the single arbitrator, either party may apply to the Minister of Labour for the Appointment of a single arbitrator.
- 9.03** The Arbitrator shall hear and determine the dispute referred to it, and their decision shall be final and binding on the parties. The Arbitrator does not have any jurisdiction to alter, amend, add to, or subtract from any provision of this Agreement.
- 9.04** Each party shall bear its own legal expenses of Arbitration. The fees and expenses of the Arbitrator shall be equally divided between the parties.
- 9.05** No matter may be submitted to Arbitration which has not been properly carried through the Grievance procedure.
- 9.06** The Parties agree that any member required to be a witness on a specific day at an arbitration shall not suffer loss of pay.

ARTICLE 10 – SENIORITY AND SERVICE DATES

- 10.01** Seniority under this Agreement shall accrue as follows:
- a) For Continuing and Sessional employees, Seniority shall accrue from the most recent date they became eligible to be a member of UWOSA.

- b) Should a Term Employee become a Continuing or Sessional Employee, they will be credited with Seniority from the most recent date they became eligible to be a member of UWOSA.
- c) Accrual for future Seniority will be determined according to subsections (d) through (g) of this section.
- d) Each Continuing and Sessional Employee shall accrue one month of Seniority for each month in which union dues are payable to UWOSA on their behalf in accordance with Article 6.
- e) Seniority shall terminate if an employee:
 - i. Resigns from their UWOSA position;
 - ii. Retires;
 - iii. Is discharged and not reinstated through the Grievance or Arbitration procedure;
 - iv. Is absent from work in excess of three (3) consecutive working days without notification or authorization unless a compelling reason is provided; or
 - v. Fails to return to work within three (3) days of a termination of an authorized leave of absence, unless a compelling reason is provided.
- f) Notwithstanding 10.01 (d), Seniority shall continue to accrue during any absence due to disability, work-related or otherwise.
- g) Notwithstanding 10.01 (c), Seniority shall accrue for the period of layoff and recall.

10.02 A Continuing or Sessional employee shall accrue Seniority, but shall be considered as probationary until they have completed ninety (90) working days, except

where a Continuing or Sessional employee was employed as a Term employee immediately prior to commencing the duties as a Continuing or Sessional employee in the same or similar position in the same faculty or administrative unit, the time worked as a Term employee shall be included in the calculation of the probationary period.

During the probationary period, a Continuing or Sessional employee may be terminated for any reason and they will not

have recourse to the grievance and arbitration procedure regarding their termination unless the discharge is shown to have been made in bad faith or in violation of Article 4. A union representative shall be present in the room at the time of termination.

10.03 Service under this Agreement shall accrue as follows:

- a) For Term, Continuing and Sessional employees, Service shall accrue from the employee's Date of Last Hire as defined in Article 1.01.
- b) Accrual for future Service will be determined according to subsections (c) through (g) of this section.
- c) Service shall be broken when an employee:
 - i. Resigns;
 - ii. Retires;
 - iii. Is discharged and not reinstated through the Grievance or Arbitration procedure;
 - iv. For a Term employee, where a contract ends and the time until the effective date of the next employment contract with Western is more than 7 calendar days, in accordance with the definition of "Interruption of Earnings" under the Employment Insurance Act and Regulations;
 - v. Is absent from work in excess of three (3) consecutive working days without notification or authorization unless a compelling reason is provided; or
 - vi. Fails to return to work within three (3) consecutive working days of a termination of an authorized leave of absence, unless a compelling reason is provided.
- d) Service shall be accrued for the first twenty-four (24) months of any absence due to disability, work-related or otherwise and shall continue to accrue beyond the first twenty-four (24) months of any disability provided the employee returns to work, in either a full or partial capacity. Whether or not the employee returns to work, Service shall be maintained after twenty-four months of disability. Western and UWOSA shall reasonably accommodate the employee's return to work.

- e) Service shall be reduced by the number of days of unpaid leave of absence, in excess of 14 days, where the duration of the leave is in excess of two (2) weeks or fourteen (14) calendar days, as outlined in Article 23.05.
- f) Service shall be reduced by the length, measured in days, of any full time Political Candidacy leave as outlined in Article 29.08.
- g) Service shall be maintained, but not accrue, for the period of layoff and recall.

10.04 Notwithstanding any other provisions in this Agreement, Seniority and Service shall continue to accrue, and be deemed to have accrued, during the course of any parental or pregnancy leave, reduced responsibility, suspensions, union leave, sick leave (except for Long Term Disability), compassionate leave, jury duty, reservist leave and/or vacation.

10.05 Western shall compile and maintain an up-to-date Seniority and Service list which shall contain the name of each Continuing, Sessional and Term employee in the bargaining unit, with the following information for each such employee: Seniority Date, if applicable; Service Date; Department; Budget Unit; Employee Type, Employee Classification and level. This list will be provided to the UWOSA at least once every year in an agreed-upon format. For those employees who have a Seniority Date "A", this data will also be included on the list.

10.06 An employee who takes a promotion outside of the bargaining unit shall maintain, but not accrue, UWOSA Seniority while outside the bargaining unit for six (6) months maximum. If such an individual does not return to the bargaining unit within six (6) months of the promotion to the position outside the bargaining unit, that individual's Seniority under this Agreement shall be terminated. No employee shall be involuntarily promoted to a position outside of the bargaining unit.

10.07 An employee who is seconded to a position outside of this bargaining unit shall maintain, but not accrue, UWOSA Seniority while outside the bargaining unit for twenty-four (24) months maximum, provided that the terms of the secondment clearly

indicate at the outset an expected termination of the secondment within twenty-four (24) months. In addition, in this case, the employee is entitled to return to the bargaining unit to their original position after the secondment has ended unless the position no longer exists in which case they may exercise their rights under Article 13 through 16. If such an individual does not return to the bargaining unit, that individual's Seniority under this Agreement shall be terminated. No employee shall be involuntarily promoted to a position outside of the bargaining unit.

- 10.08** An employee who accepts a Secondment outside of UWOSA will have Seniority suspended until they return to the UWOSA as per Article 55.03.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

- 11.01** A term, continuing or sessional employee who has completed their probationary period shall not be reprimanded in writing, suspended, discharged or otherwise disciplined without just cause. Such an employee who is disciplined shall be sent a letter confirming the discipline with the reasons for the discipline within four (4) days after the discipline is imposed, which letter shall be forwarded to the President or Designate of UWOSA.
- 11.02** Western may discharge a probationary employee for any reason unless the discharge is shown to have been made in bad faith or in violation of Article 4. A probationary employee who receives a written warning, a suspension or discharge shall be sent a letter confirming the action within four (4) days of the event. A copy of the letter shall be forwarded to the President or Designate of UWOSA.
- 11.03** Any disciplinary record(s) which are more than two (2) years old shall not be relied upon by Western in taking disciplinary action and shall be removed from the personnel files provided that no further disciplinary action of any nature has occurred during the two year period.

- 11.04** No employee shall be required as part of their job to discipline another employee. However, an employee may be required as part of their job to monitor the job performance of other employees.
- 11.05** An employee who is being reprimanded in writing, suspended or discharged shall have a UWOSA representative present in the room at the time the disciplinary action is imposed. Employees shall be notified of this right before any meeting when the discipline is imposed. The University agrees that when any employee is to be disciplined, the UWOSA office shall be contacted by Human Resources to arrange representation.
- 11.06** An employee shall be accompanied by a UWOSA representative during any meeting in which discipline is being investigated or discussed. Employees shall be notified of this right before any such meeting.
- 11.07** “Letters of Expectation” will be clearly identified as such, and as non-disciplinary. Letters of Expectation will not be relied upon for future discipline, but may be relied upon to confirm that the particular expectations were communicated to the employee.

ARTICLE 12 – VACANCIES

- 12.01** If there is a vacancy in a Continuing or Sessional position which Western decides to fill, the vacancy shall be filled as follows:
- a) Employees on Displacement (Article 14), Recall (Article 15) and Preferred Placement (Article 16) at the time of the decision to fill the vacancy will be considered for the vacant position in accordance with the applicable Article. In such cases, skill, ability and qualifications to satisfactorily perform the requirements of the vacant position shall be the determining factor, except where the skill, ability, and qualifications of such employees are relatively equal, in which case the employee with the greater Seniority shall be identified. The candidate with the most Seniority between the two employees identified in this subclause

will be placed into the vacant position. If the position is not filled through this process, then;

b) The position will be posted in accordance with Article 12.03 a).

If a vacancy caused by events such as promotion, resignation, retirement, discharge or transfer is filled on an appointed basis, the University has ninety (90) working days to fill the vacancy in accordance with this Article. Where exceptional circumstances exist, Western may request that UWOSA extend this notice period. UWOSA shall not unreasonably deny such a request.

12.02 If there is a vacancy in a Term position, which Western decides to fill, the vacancy shall be filled as follows:

a) In accordance with Article 15.08, and if the position is not filled through this process, then:

b) The position will be posted in accordance with Article 12.03 a), and filled with a candidate who has the skill, ability and qualifications to perform the work.

c) Continuing or Sessional employee applicants are welcome to apply per Article 55.

12.03 a) The position will be posted for a minimum period of seven (7) days on the World Wide Web linked to Human Resources home page.

A copy of all postings and Job Descriptions for Recruitment in accordance with Article 44 will be available electronically to the UWOSA office the same day as it is first posted.

The posting on the Internet will state: the Department or Administrative Unit, the employee type (Article 42), the job classification and level, the hours of work, the skill, ability and qualifications required, the deadline for applications, and a description of the position duties and for Term positions outlined in Article 12.02, the expected duration. The annual employment period for Sessional positions will also be stated. The position may also be advertised in the external media.

- b) An employee may apply, in confidence, for positions posted in accordance with Article 12.03 a) by applying online during the period of the posting. Employees shall not directly approach the hiring unit to apply for a position.
- c) Skill, ability and qualifications to perform the requirements of the position shall be the determining factor in job postings, except where the skill, ability and qualifications of employee applicants are relatively equal, in which case Seniority shall determine the successful employee applicant.
- d) Western shall notify electronically all employee applicants and the UWOSA office when the position is filled, and at that time, provide the name of the successful applicant to UWOSA. In addition, Western shall post on the Human Resources website, for a period of twenty (20) days, the names of the successful applicants for each UWOSA posting. Such listing shall include the posting number, department, job title and name of the successful applicant. Unsuccessful employee applicants who were interviewed for the position may request verbal and/or written feedback from Human Resources.
- e) Where no decision has been made within sixty (60) days of the closing of the posting, UWOSA shall be notified of the status of the job competition and the reason for the delay or cancellation.
- f) If there is no Continuing, Sessional or Term applicant (covered by this Agreement) with the skill, ability and qualifications to perform the requirements of the position, Western may fill the position from any source.

12.04 Employees may not apply for another posting during their first six (6) months working in a position. This provision can be waived at the sole discretion of the Dean or Budget Unit Head.

12.05 A Continuing or Sessional employee selected by Western for a posted vacancy who, after discussion with their supervisor, feels they are unable to perform the duties of the job may, within one month of starting in the job, decide to return to the job the employee left to accept the position. Western may, within thirty (30) calendar days of an employee starting the job, return an employee to the job the employee left to accept the position, if the employee shows an inability to perform the duties of the job

as described in the Job Description for Recruitment in accordance with Article 44.

- 12.06** In accordance with Article 20.05, a Continuing or Sessional employee who is selected by Western for a posted vacancy in a different department shall be entitled to transfer a maximum of ten (10) unused accrued vacation days. Any vacation days in excess of ten days will be paid out.
- 12.07** If the posted position again becomes vacant within three (3) months of being filled, Western may fill the vacated position with one of the original Continuing, Sessional or Term internal applicants without the need for further posting. Western shall notify UWOSA prior to re-filling.
- 12.08** No employee shall be laid off as a direct result of the employment in that same department of students or individuals who work twenty-four (24) hours per week or less.

ARTICLE 13 – LAYOFF

13.01 In the event of layoff:

- a) Western shall ensure a UWOSA representative shall be present in the room at the time of a Continuing or Sessional employee receiving notice of layoff;
- b) Western shall inform UWOSA of the name of the employee and the location of the meeting to inform said employee of a layoff no less than 24 hours prior to the meeting taking place;
- c) A meeting between Western and UWOSA shall be arranged to discuss the rationale for the layoff, after the notice of layoff is provided to the employee.

13.02 A non-probationary employee who is identified for lay off shall be provided with the following written notice of layoff:

under three (3) years of Service - 6 weeks
after three (3) years of Service - 7 weeks

and for each subsequent year of Service an additional week of notice of layoff to a maximum of thirty (30) weeks.

Service shall be defined in accordance with Article 10.03.

If the notice period includes the Christmas closure period (see Appendix D), the notice will be extended by seven days.

13.03 Within five (5) days of being informed of the layoff, the employee shall provide written irrevocable notice to Human Resources of which one of the following options they wish to utilize:

- a) Utilize the displacement procedure under Article 14, in which case Western will provide UWOSA with an up-to-date Seniority List. An employee who takes this option may waive their displacement rights at any time during the process and receive severance pay in accordance with Article 13.08.
- b) Accept the layoff and retain recall rights under Article 15 and preferential placement under Article 16 during the layoff notice period. If the employee fails to receive a placement during the notice period they may retain recall rights under Article 15. An employee who takes this option (13.03(b)) shall receive severance pay in accordance with Article 13.08 in the event that they are not recalled to work or placed through Article 16. At any time after layoff, an employee may waive recall rights and will then receive severance pay in accordance with Article 13.08.
- c) Accept pay in lieu of notice, and receive severance pay in accordance with Article 13.08. With the exception of 13.03(d), when this sub-article applies, the employee will be deemed to have terminated their employment at that time with no further rights under this agreement.
- d) If the employee is eligible to retire at the date of layoff, in accordance with article 31.03, they shall be entitled to retire and to receive their notice and severance and, if they qualify under article 45.12c), to retire with post-retirement benefits.

- 13.04** At any point during the notice period, Western may choose to pay the employee in lieu of the remaining notice of layoff. The employee will still be covered by the preferential placement option in Article 16 provided that option had been chosen in Article 13.03(b). Should such employee be placed into a position under Article 16, they will reimburse Western for that portion of the lump sum pay in lieu of notice which is attributable to the period after the date of return to work.
- 13.05** Where Western is unable to provide work for employees because of a short-term disruption of work resulting from fire, power failure, shortage of necessary workplace supplies, or other causes beyond its control, Western may layoff employees for no more than four (4) weeks and the provisions of Articles 13 through 16 will not apply.
- 13.06** In order to ensure that the efficient operation of UWOSA is not disrupted during a time of layoff, it is agreed that the President and Chief Steward of UWOSA shall be the last individuals laid off provided they have the skill, ability and qualifications to satisfactorily perform the required work.
- 13.07** a) Other than a voluntary reduced responsibility under Article 30, a reduction in an employee's regular weekly hours, or combined reduction in an employee's regular weekly hours over time, in excess of fifteen (15) percent shall be deemed to be a layoff for the purposes of this agreement.
- b) If Western unilaterally alters an employee's type, this shall also be deemed to be a layoff.
- 13.08** The amount of severance shall be equal to the employee's regular weekly salary for a non-overtime work week multiplied by the sum of the number of full or partial years of continuous Service up to a maximum of thirty (30) weeks. This multiplier shall be rounded up to the nearest number of full years. Except in the circumstances described in 13.03(d), an employee who receives severance pay under this Agreement shall be deemed to be terminated. The foregoing covers the employer's obligations under the current severance pay provisions of the Employment Standards Act.

13.09 For the first six (6) months of any layoff, an employee shall be entitled to continue to be enrolled in the Supplementary Health Insurance Plan, the Dental Plan and the Life Insurance Plan on the premium cost-sharing basis in place at the time of layoff, if any, unless they are in receipt of benefits from another employer.

ARTICLE 14 – DISPLACEMENT OF EMPLOYEES

14.01 If an employee identified for layoff under Article 13 has elected to utilize the displacement option under Article 13.03 a), the employee shall, provided they have greater Seniority, be assigned by Western, subject to Article 12.01, to the first position determined in accordance with the following sequence:

- a) to a vacant position in the same employee type and level in the bargaining unit provided that the employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:
- b) to any vacant position of a lower level within the bargaining unit (which becomes available during the notice period) provided that the employee has the required skill, ability and qualifications to perform the requirements of the position, however an employee may voluntarily choose not to accept such lower rated vacancy without penalty. If there is no such position, then:
- c) to the position held by the employee with the least Seniority in the same employee type and level within the same faculty or administrative unit as the displacing employee provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:
- d) in reverse order of Seniority, to positions held by employees in the same employee type and level within the same faculty or administrative unit as the displacing employee provided that the displacing employee has the required skill, ability and

qualifications to perform the requirements of the position. If there is no such position, then:

- e) to the position held by the employee with the least Seniority in the same employee type and level within the bargaining unit provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:
- f) in reverse order of Seniority, to positions held by employees in the same employee type and level within the bargaining unit provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:
- g) to a vacant position in the same employee type and in the level within the bargaining unit which is next below that of the displacing employee (see Appendix E) provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:
- h) to the position held by the employee with the least Seniority in the same employee type and in the level within the bargaining unit which is next below that of the displacing employee (see Appendix E) provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:
- i) in reverse order of Seniority, to positions held by employees in the same employee type and in the level within the bargaining unit which is next below that of the displacing employee (see Appendix E) provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If there is no such position, then:
- j) the provisions of the previous three subsections shall be repeated until the same employee types in all levels within the bargaining unit have been reviewed in descending order from the displacing employee's level (see Appendix E) and either a

vacant position or a position held by an employee with less Seniority is identified provided that the displacing employee has the required skill, ability and qualifications to perform the requirements of the position. If no such position is identified, the employee shall be laid off and shall be required, within seven (7) days of being so notified by Western, to choose between the options provided for in Article 13.03 (b) or (c).

For the purposes of this Article, the employee will have an orientation or trial period of one month, which will include an introduction to job-specific software, equipment, and other job-specific tasks as appropriate. If the employee is unable to perform the duties of the job they may, within one month of starting in the job, return to the remainder of their notice period. The notice period will not be extended.

- 14.02** Despite any other provision of this Article, a displacing employee shall not be required to displace an employee whose normal hourly work week is more than fifteen (15) percent above or more than fifteen (15) percent below the normal hourly work week of the displacing employee. If the displacing employee does not choose to displace an employee under this subclause, the process under Article 14.01 will continue.
- 14.03** An employee who files a grievance alleging a breach of this Article shall proceed directly to Step Three of the Grievance process within ten (10) days of the communication of Western's decision under this Article. The grievance shall specifically identify no more than three (3) positions that the grieving employee believes they have been improperly denied the right to displace into and any arbitration of the grievance will address those positions cited to a maximum of three (3).
- 14.04** Western shall provide UWOSA with all existing job descriptions of positions which are being considered, or have been passed over, during the process set out in Article 14.01, if requested.

14.05 If Western does not complete the displacement process by the end of the notice period, it shall continue to pay the employee by extending the notice period for three months or until the displacement process has been completed, whichever is less.

ARTICLE 15 – RECALL RIGHTS

15.01 Continuing or Sessional employees who are laid off following their period of notice of lay-off and elect under Article 13.03 b) to retain recall rights under this Article shall have such rights for twelve (12) months from the applicable date of layoff under Article 13.02.

Subject to Article 12.01, when Western decides that a vacant Continuing or Sessional (or in certain circumstances under Article 15.08 a Term) position will be filled, employees on layoff shall be recalled, on the basis of Seniority, provided that such vacant position is of the same or lower job level which they held prior to their layoff, and providing that they have the skill, ability and qualifications to perform the requirements of the position.

An employee who accepts recall into another position type shall convert to that type of employee on the date they commence working in the new position.

Where the employee is grant-funded as defined in Article 42.02 of this agreement, such employee shall be granted an additional six (6) months of recall (for a total of eighteen (18) months).

15.02 Employees shall be obliged to keep Western aware of their current mailing address. Recall notification will be sent by registered mail to the last known address of the employee and will include: the position description, position type, job classification, level, wage rate, recall date, working hours. The notice shall also state that a response is required within five (5) days of receipt. The recall date shall be no earlier than the date by which a response is required.

15.03 Employees will respond to the University within five (5) days of receipt of notice of recall with their intention to accept or, under Article 15.04, decline recall. If a laid off employee fails to notify

Western of an intention to accept or decline recall, within the above time frame, the employee shall be considered to have resigned and the employment relationship of that employee will be deemed to be terminated. Such an employee shall be entitled to severance pay under Article 13.08.

- 15.04** An employee will be required to accept the recall where the available position is of the same type, is within fifteen (15) percent of the employee's last salary and the position has a similar work shift (i.e. day shift vs. night shift) as the position the employee had at the time of layoff. If an employee declines such recall, the employee will be considered to have resigned and the employment relationship of that employee will be deemed to be terminated. If an employee declines such a recall, the employee shall be entitled to severance pay under Article 13.08.
- 15.05** If an employee is offered recall to a position outside of the conditions in Article 15.04, an employee may decline the recall without penalty.
- 15.06** If the employee accepts recall but fails to report for work within three (3) days of the recall date specified by the University, the employee will be considered to have resigned and the employment relationship of that employee will be deemed to have been terminated. In this case, the employee shall be entitled to severance pay under Article 13.08. However, if an employee cannot report to work within one day of the recall date specified by Western with justification under a specific clause in this agreement such as Article 24, the employee may lose their right to the recall position, but will not be terminated under this subclause. It is understood that the employee has only one (1) such opportunity to be excused during the recall period.
- 15.07** If an employee has been laid off for twelve (12) months (or in the case of a grant-funded employee, eighteen (18) months) without having been recalled, the employment relationship of that employee will be deemed to have been terminated and they shall be entitled to severance pay under Article 13.08 at that time.
- 15.08** Notwithstanding Article 15.01, at any time during the recall period, an employee on layoff will be offered a new or vacant

Term position, should one occur providing that they have the skill, ability and qualifications to perform the requirements of the position, under all of the conditions articulated in Article 15.01. In addition to the information listed in Article 15.02, the duration of the term appointment will be provided, as well as the implications of their change in employment status. An employee may decline such offer without penalty. Employees accepting Term positions pursuant to this Article shall not be subject to Article 12.04.

An employee who exercises their rights under this sub-clause will become a Term employee for the duration of the Term appointment with health, dental and pension benefits. However, during the period such employee is employed in a Term position, they will retain recall rights under this article consistent with their prior status, but only for the duration of the initial twelve (12) month (or in the case of a grant-funded employee, eighteen (18) months) recall period. Also, such employee will be paid severance in accordance with Article 13.08 at the end of the term if the employee is terminated at that time or the end of the recall period, whichever is the later. Upon payment of severance pay, the employee will be deemed to have terminated and lost all Seniority and Service.

- 15.09** For the purposes of this Article, the employee will have an orientation or trial period of one month, which will include an introduction to job-specific software, equipment, and other job-specific tasks as appropriate. If the employee is unable to perform the duties of the job, as described in the Job Description for Recruitment or Position Description Questionnaire in accordance with Article 44, the employee will resume their recall period. The recall period will be extended by the equivalent amount of time that the employee had been in the position.
- 15.10** The employer will notify the union when a member is recalled into a position.

ARTICLE 16 – PREFERENTIAL PLACEMENT DURING THE LAYOFF NOTICE PERIOD

- 16.01** In accordance with this Article and Article 12.01, a Continuing or Sessional employee who is entitled to preferential placement during the layoff notice period pursuant to Article 13.03 b), shall be offered a vacant Continuing or Sessional position which Western determines will be filled, in their level or in any lower level, during the layoff notice period.
- 16.02** Where an employee identified for layoff has elected to accept layoff and retain recall rights and preferential placement, and has notified Human Resources in writing of their interest in a vacant position in a higher level, they will be granted an interview for that vacancy as an employee applicant provided they have the skill, ability and qualifications to perform the requirements of the position.
- 16.03** For the purposes of this Article, the employee will have an orientation or trial period of one month, which will include an introduction to job-specific software, equipment, and other job-specific tasks as appropriate. If the employee is unable to perform the duties of the job, as described in the Job Description for Recruitment or Position Description Questionnaire in accordance with Article 44, the employee will resume their recall period. The recall period will be extended by the equivalent amount of time that the employee had been in the position.
- 16.04** In accordance with Article 12.01 a), the skill, ability and qualifications of the employees on Preferential Placement to perform the requirements of the position shall be the determining factor in preferential placement, except where the skill, ability and qualifications of such employees are relatively equal, in which case the employee with the greater Seniority will be appointed to the position. The employee shall be given five (5) days to accept or reject the offer of preferential placement.
- 16.05** The communication of preferential placement shall accurately state: a description of the job duties; the employee type; the job

classification; the job level; the hours of work; the wage rate; the unit; the deadline for acceptance; and the commencement date for the position. The commencement date shall be no earlier than the date by which the response is required.

- 16.06** An employee is entitled to decline the offer of preferential placement without penalty.
- 16.07** An employee who is in receipt of pay in lieu of notice of layoff and who, during the notice of layoff period, returns to work by way of preferential placement shall not receive any further pay in lieu of notice after the effective date of return to work. If the employee received a lump sum pay in lieu of notice, that portion of the lump sum pay in lieu of notice which is attributable to the layoff notice period after the date of return to work shall be reimbursed to Western.
- 16.08** If the employee accepts a preferential placement, but fails to report for work on the preferential placement commencement date specified by Western, the employee will be considered to have resigned and the employment relationship of that employee will be deemed to have been terminated. Such an employee shall be entitled to the remainder of any pay in lieu of notice and severance pay under Article 13.08.

However, if an employee cannot report to work on the preferential placement commencement date specified by Western for justifiable reasons under a specific Article in this Agreement such as Article 24, the employee may lose their right to this preferential placement, but will not be terminated under this subclause. It is understood that the employee has only one such opportunity to be excused during the notice of layoff period.

ARTICLE 17 – UNION/MANAGEMENT COMMITTEE

17.01 UWOSA and Western acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Union/Management Committee consisting of four (4) representatives from each party. The Committee shall function in an advisory capacity only.

The committee shall consist of the following: for Western either the AVP -- Human Resources or the Director of Human Resources and three (3) other representatives; and for UWOSA the President and two (2) other representatives.

17.02 The purpose of the Committee shall be to provide a means by which to facilitate and promote cooperation, understanding, confidence and harmonious relations between Western and UWOSA.

17.03 A representative of each party shall be designated as a joint chairperson and the two persons shall alternate in presiding over meetings.

17.04 The Committee shall not have the power to add to, subtract from, or amend the terms of Agreement.

17.05 The Committee shall meet at least once every quarter, and at other times as it decides.

ARTICLE 18 – TECHNOLOGICAL CHANGE

18.01 For the purposes of this Article, technological change is defined as a significant development in technology and/or equipment which, when introduced into the workplace, has a significant impact on the working conditions of those employees directly affected by it.

18.02 Whenever possible, employees shall be provided with at least three (3) months' notice of the introduction of technological change into their workplace. When an employee will be laid off as a direct result of new technology, Western will inform UWOSA in writing of the following:

- a) the nature of the technological change;
- b) the date on which Western proposes to effect the change; and
- c) the name and position of any employee who will be laid off.

18.03 No technology shall be used to interfere unreasonably with the privacy of an employee in the workplace. However, it is understood that this clause shall not prevent Western from making reasonable use of technology to investigate possible employee misconduct where there are reasonable grounds to do so.

18.04 Employees whose work is directly affected by such technological change will be given the opportunity to receive the training, determined by Western, required to perform the new and/or revised duties.

18.05 Employees who are required to be retrained under this Article will not suffer a loss of compensation during the training period. Time spent on training during the normal work week under this Article shall be treated as time worked under this Agreement. If Western does not schedule the training required in Article 18.04 during the normal work week, time spent on the requisite training sessions, as approved by Western, will be compensated at the regular rate of pay or equivalent straight time off.

ARTICLE 19 – MEAL AND REST PERIODS

19.01 If an employee is required to work more than five (5) consecutive hours in a day, they shall be entitled to a minimum of a thirty (30) minute unpaid meal period in accordance with the Employment Standards Act. The meal period shall be taken at a mutually agreeable time, however it must be scheduled so that the employee is not required to work more than five (5) consecutive hours without taking the unpaid meal period. If, after consultation, agreement on the timing of the meal period is not possible, Western shall fix the time of the meal period.

19.02 In support of wellness an employee who works at least seven (7) consecutive hours in a day shall be provided with two paid fifteen (15) minute breaks or rest periods to be taken at a mutually agreeable time(s). If agreement on the timing of the breaks or rest periods is not possible, it shall be at the discretion of the employee, provided:

- a) Western operations are not negatively affected;
- b) the break or rest period is not within ½ hour of the start or end of the scheduled work day or the scheduled lunch period;
- and
- c) the person to whom they report is informed.

19.03 Non-acceptance of the break or rest period does not entitle the employee to time off in the future.

19.04 Employees who regularly work twelve (12) hour shifts as set out in Article 32.04 will be provided two twenty (20) minute break periods and an hour meal break.

19.05 Employees in the position of Residence Clerk who are scheduled to work either 4:30 p.m. to 12:30 a.m. or 12:30 a.m. to 8:30 a.m. and are unable to leave their work stations for the meal period due to lack of relief staff for coverage will receive a thirty (30) minute paid meal period at their normal rate of pay.

ARTICLE 20 – VACATION

20.01 Subject to Article 20.02, employees shall earn paid vacation in the following manner:

- a) At the rate of 1.25 working days for each of the first twenty-four (24) complete calendar months of Service (up to fifteen [15] working days per year); or
- b) Upon completion of two (2) years of Service, at the rate of 1.67 working days per month (up to twenty [20] working days per year); or
- c) Upon completion of fifteen (15) years of Service, at the rate of 2.08 working days per month (up to twenty-five [25] days per year).
- d) Employees will be provided a one time allocation of 5 vacation days upon completion of nineteen (19) years of Service.
- e) Upon completion of 26 full years of continuous employment, staff members will be entitled to 26 days.
- f) Upon completion of 27 full years of continuous employment, staff members will be entitled to 27 days.
- g) Upon completion of 28 full years of continuous employment, staff members will be entitled to 28 days.

For the purposes of this Article, an employee's Service shall be broken only if one of the instances set out in Article 10.03(c) occurs.

20.02 An employee, who, for any reason, has less than twelve (12) full months of active employment during any year, shall receive a lesser vacation entitlement on a pro-rata basis under the schedule of vacation entitlement set out in Article 20.01. Active employment means actual attendance at the work place and the performance of work, but includes absence from work due to vacation, union leave (as stipulated in Article 7), jury duty,

reservist leave, holidays, illness or injury for up to fifteen (15) continuous weeks, unpaid leaves of absence of two (2) weeks or less, and pregnancy or parental leave.

20.03 Subject to Articles 20.01 and 20.02, employees whose normal work week is less than the standard work week for their job classification as stated in Appendix B will earn vacation entitlement on a pro-rata basis with reference to the proportion of the standard work week actually worked.

20.04 Western reserves the right to schedule vacation to meet its operational requirements, but shall give some consideration to employees' preferences in this regard. Employees shall indicate their preference, if any, to vacation dates in June, July or August by April 1 in each year. Should conflicts arise amongst employees as to their choice of vacation times submitted by April 1 above, the respective Seniority of such employees shall also be considered in the final determination of the vacation schedule. The foregoing vacation requests shall be confirmed or denied in writing by April 15.

In any case, the employee shall be entitled to take their earned vacation each year.

20.05 It is expected that an employee will use earned vacation entitlement so that the unused portion will not exceed twenty-five (25) days at any time. However, in special circumstances and upon written application to the Dean, Budget Unit Head or designate, an employee may be permitted, subject to the discretion of the Dean, Budget Unit Head or designate to accumulate earned vacation entitlement to a maximum of forty (40) days. If approved, such permission will be in writing.

If an employee accepts a new position with a different department, an employee may be permitted to transfer a maximum of ten (10) vacation days. In such cases, accrued vacation over and above ten (10) days will be paid out.

20.06 When a holiday referred to or designated under Article 21 occurs during an employee's vacation, it will not be recorded as a vacation day, but as a holiday under Article 21.

20.07 An employee shall be paid vacation pay in the amount of the regular rate of pay for the period of the vacation.

20.08 Notwithstanding any other provisions in this article an employee who regularly works twelve (12) hour shifts as set out in Article 32.04 shall earn paid vacation in the following manner:

a) At the rate of ten (10) hours for each of the first twenty-four (24) complete calendar months of Service -- up to 120 hours per year; or

b) Upon completion of two (2) years of Service, at the rate of 13.33 Hours per month - up to 160 hours per year; or

c) Upon completion of nineteen (19) years of Service, at the rate of 16.67 hours per month -- up to 200 hours per year.

d) Upon completion of twenty-eight (28) years of Service, at the rate of 17.33 hours per month – up to 208 hours per year.

In addition, employees will be provided with forty (40) hours paid vacation upon the completion of nineteen (19) years of Service.

e) The parties recognize that the Campus Safety and Emergency Services communication operators who regularly work 12 hour shifts shall indicate their vacation preferences, if any, to vacation dates in June, July or August by the prior December 1 of each year. Should conflicts arise amongst UWOSA employees as to their choice of vacation times submitted by December 1 above, the respective Seniority of such UWOSA employees shall also be considered in the final determination of the vacation schedule. The foregoing vacation requests shall be confirmed or denied by December 15. In any case, the Campus Safety and Emergency Services communication operators shall be entitled to take their earned vacation each year.

20.09 Notwithstanding any other provisions in this article, an employee who is in receipt of Long Term Disability benefits and not on a partial return to work program shall not be entitled to accrue vacation.

20.10 Each unit shall keep one (1) record indicating each employee’s accrual and use of vacation time, which shall be available for the employee’s review.

ARTICLE 21 – PAID HOLIDAYS

21.01 Employees will be granted the following holidays on the day on which the holiday occurs or is celebrated by the University:

New Year’s Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Western President’s Day
Civic Holiday	

In addition to the foregoing holidays, each employee will be entitled to two floating holidays to be taken, subject to the work requirements of the unit, at the employee’s request. Such request shall not be unreasonably denied. Such floating holidays shall be taken by June 30th each year and shall not be subject to carry forward to the next year.

Except as provided in Article 21.06, where Christmas Day, Boxing Day and/or New Year’s Day fall on Saturday or Sunday, Western shall designate alternate day(s) as the holiday(s), in accordance with the End of Year holiday chart on Appendix D. President’s Day shall also be fixed in accordance with Appendix D. If Canada Day (July 1) falls on a Saturday or Sunday, Western shall designate an alternate day as the holiday.

21.02 Subject to Article 21.03, employees shall receive their regular daily pay as holiday pay, whether they are required to work or not.

21.03 In order to qualify for payment for the holiday or days designated in Articles 21.01 and 21.05, the employee must work their full scheduled hours of work on their work day immediately before the holiday or holiday period and their full scheduled hours of work on their work day immediately following the holiday or holiday period,

unless they are on an approved paid leave of absence, such as vacation, on one or both of these qualifying days.

21.04 In addition to the holiday pay provided for in Article 21.02 and subject to Articles 21.03 and 21.07, employees who are required to work on any of the holidays or days designated as such under Article 21.01, excluding the floating holiday, shall be paid at the rate of time-and-one-half (1.5 x) their regular hourly rate for each hour worked or provided equivalent time-and-one-half (1.5 x) off.

21.05 In accordance with the End of Year holiday period, as expressed in Appendix D, at least one (1) and up to three (3) other days shall be designated by Western as days off with regular pay. Employees shall be entitled to holiday pay in accordance with Article 21.02 and subject to Article 21.03. In addition to the holiday pay provided for in Article 21.02 and subject to Article 21.03, if an employee is required to work on one of the days designated in this sub-Article, the employee shall be paid at the regular hourly rate of pay for each hour worked or provided with equivalent straight time off.

21.06 Those employees whose work schedules are subject to rotating work weeks, including regular work schedules on weekends, shall be entitled to holidays and holiday pay as follows:

- a) In accordance with Article 21.02 and subject to Article 21.03, employees shall receive their regular daily rate, up to a maximum of eight (8) hours, as holiday pay, whether they are required to work or not; and
- b) If the employee does work on the holiday or the appropriately designated holiday (under Articles 21.01 or 21.06, as the case may be, and subject to Article 21.07), the employee shall be paid at the rate of time-and-one-half (1.5 x) their regular hourly rate for each hour worked or provided equivalent time-and-one-half (1.5 x) off.

These employees shall have Christmas Day and New Year's Day designated as December 25 and January 1 respectively. Where under Article 21.01, Western designates Christmas Day or New Year's Day to be on days other than December 25 or January 1

respectively, the days designated under Article 21.01 shall not be considered holidays but normal days of work for all employees covered by this sub-Article.

- 21.07** In addition to the holiday pay provided for in Article 21.02 and subject to 21.03, and notwithstanding any other provision, employees required to work on Christmas Day (December 25) or New Year's Day (January 1) shall be paid at the rate of double (2x) their regular hourly rate for each hour worked on said days or provided equivalent double time off. Where under Article 21.01, Western designates Christmas Day or New Year's Day to be on days other than December 25 or January 1 respectively, the days designated under Article 21.01 shall not be considered holidays for any employee who works on December 25 and/or January 1.
- 21.08** For employees whose regularly scheduled hours of work vary from week to week, the regular pay for a holiday will be based on the regular wages and vacation pay over the previous four weeks worked divided by twenty in accordance with the Employment Standards Act 2000.
- 21.09** After consultation with the employee, Western will schedule time off for employees who work on a holiday within twenty (20) days prior to or following such paid holiday or at time mutually agreed upon. If by the end of the calendar month the time off has not been scheduled, then Western shall pay premium payment for the work.

ARTICLE 22 – EDUCATIONAL ASSISTANCE PLAN

- 22.01** The Educational Assistance Plan is established, and will be maintained, for the purpose of encouraging employees to obtain additional education to assist in their career development and to provide financial assistance to those who do so in accordance with this Article.
- 22.02** This Article applies to those employees who are on active employment as defined in Article 20.02 at the beginning of the course(s) involved and to Continuing or Sessional employees who

are on an unpaid education leave of absence in accordance with Article 23 at the beginning of such eligible courses. If an employee voluntarily terminates their employment or is terminated for just cause prior to the completion of the course, that individual shall be liable to Western for the full amount of tuition advanced. Notwithstanding the foregoing, this article applies to Sessional Employees who are on their regular recurring absence from work (RRA) on the condition that such employees must return to their position at the University for at least six (6) months. If such employees fail to return to the University at the end of their RRA and remain in the employ of the University for at least six (6) months, then they shall be liable to the University for the full amount of the reimbursement received and such amount shall be withheld and/or deducted from any monies owed by the University to the employee.

22.03 a) For each full or half course taken for credit at Western, the employee will be reimbursed the equivalent of the tuition fee for 0.25 to maximum 2.0 basic undergraduate course, whichever is applicable, in Western's Faculty of Arts and Humanities. A maximum of \$100 will be reimbursed on submission of receipt upon the successful completion of a course for the purchase of textbooks. Supplementary expenses such as activity fees, and lab fees shall not be reimbursed. Western may only refuse to grant an application for educational assistance under this sub-article in the circumstances set out in Article 22.05. All taxes form part of the full tuition and textbook cost for the purposes of this Article.

b) Notwithstanding the foregoing, employees who are registered in a part-time graduate program at Western or any Canadian higher education institution will be eligible for financial assistance for tuition per term up to a maximum of \$4,600 a year up to a maximum of six years in total for any combination of graduate degree programs.

c) When a staff member is enrolled in a combination of graduate courses, undergraduate courses outside Western, or non-credit courses within the same year, the maximum reimbursement is limited to \$4,600 for the year. In these situations, the educational

assistance for the year will be applied first to the graduate courses or programs.

- 22.04** Employees shall be eligible for assistance for courses taken at institutions other than Western and/or non-credit courses at Western , including its affiliates (King's University College, Huron University College), in accordance with this Article. The course(s) must be related to the present work duties or anticipated career plan for the individual within Western. A course is defined as a series of academic lectures which culminates in an examination and/or grade being awarded. Reimbursement will be on the basis of the tuition fee (not supplementary expenses, such as activity fees or lab fees) of each course to a maximum of the basic undergraduate tuition cost of two (2) full Faculty of Arts and Humanities courses at Western per year, with the year running from June 1 to May 31. A maximum of \$100 will be reimbursed on submission of receipts upon the successful completion of a course for the purchase of textbooks. The end of the course (the last day of classes or exam date whichever is later) shall determine the year to which the course is credited. Western shall determine whether an application under this sub-article will be approved. All taxes form part of the full tuition and textbook cost for the purposes of this Article.
- 22.05** If a course at Western or Western affiliate is required in a degree program and cannot be accommodated outside the Continuing or Sessional employee's normal working hours, the Continuing or Sessional employee shall provide confirmation of the course schedule to their Dean, Budget Unit Head or designate who will approve or deny based on operational requirements or establish alternate working arrangements for the employee to make up the hours. Western shall respond in writing to any such request.
- 22.06** Applications for Educational Assistance shall be made available to employees by the Department of Human Resources. Employees shall forward their applications to the Department of Human Resources for consideration in accordance with this Article. Employees shall be advised in writing, as soon as possible, whether their application has been approved or denied.

- 22.07** Reimbursement shall be by direct payment to the employee after proof that the course was passed and the registration fee bill, with proof of payment, has been provided to the Department of Human Resources, unless the fees are paid in advance in accordance with Article 22.08 or 22.09. When a course is taken under Article 22.04, an employee who experiences financial hardship as the result of the requirement to pay tuition in advance may make application to the Department of Human Resources for an advance of the tuition fees. Such application shall include the reasons for the hardship and the tuition fee invoice. If application is made before the time of registration, information from the institution as to the amount of tuition shall be included in place of an invoice. Employees will be advised as soon as possible whether their application has been approved or denied. Western will not unreasonably deny such applications. Where such requests are accepted, Western shall advance the tuition at the time a tuition fee invoice or acceptable substitute is supplied. If the course is not completed or passed, Article 22.08 applies.
- 22.08** The tuition fees eligible for reimbursement under Article 22.03 for Western credit courses shall be paid in advance by Western, subject in all cases to all other requirements of this Article being met. If the course is not completed or passed, the funds advanced for the course shall be repaid in equal monthly installments by payroll deductions as agreed by Western and the employee in advance. The requirement to repay may be waived in compelling circumstances, but on only one occasion per employee, and in such cases, this sub-article would not apply until the employee subsequently completes Article 22.07 in respect to the next course for credit at Western.
- 22.09** Western may request that employees take certain courses of study which will be advantageous to both the employee and Western. In such cases, if the employee consents, Western shall bear the full cost of the courses, and will grant the employee sufficient time away from normal duties to pursue the course of study, and such time shall be treated as straight time worked to be compensated at the regular rate of pay or equivalent straight

time off. Such arrangements must be recorded in writing and agreed to by both parties before the course is taken.

- 22.10** Western shall not require a university degree for a position unless it is reasonably required. Where, upon review of a position, Western establishes new or higher educational requirements these requirements shall not apply to the current incumbent who assumed the position prior to the establishment of the new or higher educational requirements.

ARTICLE 23 – LEAVE OF ABSENCE WITHOUT PAY

- 23.01** Western may grant leaves of absence without pay up to twelve (12) months subject to the operating requirements of the unit concerned. The leave shall be granted at the discretion of Western which discretion will be exercised in a reasonable manner.

- 23.02** a) An employee's request for a leave of absence must be made in writing to the Dean, Budget Unit Head or designate at least four (4) weeks in advance of the requested leave unless extenuating circumstances exist. The request shall state the period of time involved and reasons for the leave. For those employees requesting an unpaid leave of absence for education purposes, such request must explicitly state this. A written reply will be given within ten (10) days of the request, and if the request is denied, reasons shall be set forth in writing for the denial.

- b) Notwithstanding the foregoing, an employee's request for an education leave of absence without pay must be made in writing to the Dean, Budget Unit Head or designate at least three months in advance of the requested leave with a copy to the Associate Vice-President (Human Resources). The request shall state the objectives for the leave, the start date, proof of acceptance to or eligibility for continuance in an academic program, and the proposed length of absence. A written reply will be given within thirty (30) days of the request, and if the request is denied, reasons shall be set forth in writing for the denial. In exceptional circumstances, i.e. late

acceptance, the consideration of a request will be at the discretion of the Dean, Budget Unit Head or designate.

- c) If an employee's request for a leave of absence without pay is an extension of a compassionate leave under Article 26, the application for the leave extension shall be made as soon as possible. If the request is denied, reasons shall be set forth in writing for the denial.

23.03 When a leave of absence is granted, Western will provide the employee with a letter outlining the details of the leave. This letter will be signed by both the employee and the Dean, Budget Unit Head or designate.

23.04 Subject to Article 33, the leave of absence shall be without pay, group insurance benefits or pension contributions. However, an employee may continue group insurance benefits or pension contributions provided they pay the full cost of their contributions or premiums, if any, as well as those of Western, to Western by monthly post-dated cheques. If requested, Western shall provide an information session to employees respecting benefits during the leave of absence.

23.05 For leaves of absence with a duration in excess of two (2) weeks or fourteen (14) calendar days, Service, shall not accrue for employees after the first two (2) weeks or fourteen (14) calendar days. Seniority shall continue to accrue in accordance with Article 10.01 (d)

23.06 The employee who elects to return from an unpaid leave of absence of two months or more prior to the original date of return will notify the Dean, Budget Unit Head or designate in writing at least six (6) weeks in advance, giving the revised date of return, unless there is mutual agreement otherwise.

23.07 The employee shall be entitled to return to their position upon the end of the leave of absence, unless the position no longer exists, in which case, they may exercise their rights under Articles 13 to 16.

- 23.08** Employees taking leaves of absence may also apply for deferred salary leave under Article 33.
- 23.09** Unless the employee gives notice at least eight weeks prior to the end of the unpaid education leave that they will not be returning to their position upon completion of such leave, the employee may be required to return to Western for a period of up to six months at the discretion of the Dean, Budget Unit Head, or designate; if not, they will be required to reimburse Western for the funds paid under Article 22.

ARTICLE 24 – SICK LEAVE AND DISABILITY INCOME PROTECTION

- 24.01** Western shall provide the following program to assist employees who are absent from the workplace due to illness or injury. Employees have a responsibility to make every effort to ensure that they return to work in a state of health and well-being which will enable them to perform their job to the best of their abilities.
- 24.02** a) Employees are eligible to receive their full salary and benefits while absent from work due to illness or injury up to a maximum of fifteen (15) consecutive calendar weeks (105 consecutive calendar days) except as described in Articles 24.03 and 24.04 and generally subject to the rest of this article.
- b) Notwithstanding any other provision, Sessional employees are eligible to receive their full salary and benefits while absent from work due to illness or injury up to a maximum of fifteen (15) consecutive calendar weeks (105 consecutive calendar days) or to the end of the regularly recurring period of work, whichever is the earlier, except as described in Articles 24.03 and 24.04. During the regularly recurring absence from work, they will not be eligible for sick leave benefits.
- 24.03** If there is a recurrence of the same or related illness or injury during the first four (4) weeks following an employee's return to work on a full-time basis from sick leave, the employee is entitled to the unused portion of the original fifteen (15) week period of sick leave.

- 24.04** Subject to Article 24.02 b), in the event an employee on sick leave is able to return to work on a part-time basis within the fifteen (15) week period, the fifteen (15) week sick leave period will be extended by the amount of time actually worked by the employee during the initial fifteen (15) week sick leave period.
- 24.05** Employees will report any illness or injury attributed to the workplace to the Dean, Budget Unit Head or designate as soon as possible by completing an AIIR (Accident, Incident, Illness Report). Medical details, including medical notes, shall only be submitted directly to Employee Wellbeing.
- 24.06** An employee is obliged to inform the Dean, Budget Unit Head or designate as soon as reasonably possible of their absence due to illness or injury, their expected return to work date, and any change to their expected return to work date.
- 24.07** If requested, after an absence of five (5) days, and when requested thereafter by Western, the employee must provide to Employee Wellbeing Consultant a written statement from a Medical Doctor stating the employee's ability to attend and perform work, and the estimated date of return to work. Consistent with its obligations under the Human Rights Code and this Agreement, Western shall not abuse its right to request medical verification of illness by making unnecessary requests for medical documents.
- 24.08** Subject to, and in accordance with Article 24.15, Western will reasonably accommodate employees who require accommodation due to disability in the following order of priority:
- a) In their own position;
 - b) In their own Department, in the same or similar position;
 - c) In their own Faculty or Administrative Unit (as defined in Appendix C), in the same or similar position;
 - d) Outside their Faculty or Administrative Unit, the same or similar position;
 - e) In another suitable position, first in their own department, then Faculty or Administrative Unit, then campus-wide.

The University will take all reasonable steps to ensure accommodation specific to an individual's needs is provided in a timely and effective way. Western will continue to provide health benefits to the individual.

24.09 If requested by Western, prior to a return to work following an injury or illness-related absence of more than ten (10) days, the employee will provide a written statement to the Employee Wellbeing Consultant from their Medical Doctor that outlines:

- a) the employee is able to return to work on a full-time basis without restrictions; or
- b) the employee is able to return to work, with the nature and duration of any work restrictions described.

If requested by Western's Employee Well-being Team, any fees associated with acquiring the Functional Accommodation Form (FAF) statement from the employee's Medical Doctor will be reimbursed by the employer.

Employees absent for more than ten (10) days must contact and cooperate with Employee Wellbeing prior to returning to work.

24.10 Western reserves the right to require medical certification of illness or injury, and information relevant to the employee's ability to attend and perform work either from the employee, their Health Care Professional and/or from a medical examination by a Health Care Professional mutually agreed upon by Western and the employee, whenever Western considers such action necessary. Should there be no agreement between the employee and Western within five (5) days, such medical examination will be carried out by the Workplace Health Unit at Western. The costs associated with any medical certification, including that referred to in Article 24.07 and 24.09, and the cost of the medical examination referred to in this subclause will be paid by Western.

Nothing in this clause shall permit nor allow any disclosure of medical information from the Workplace Health Unit other than the results of specific examination referred to herein.

- 24.11** Employees off work on account of a work related injury shall be paid full salary by Western for up to the first 105 calendar days (fifteen (15) weeks) of any such absence, and any benefits (not including a Non-Economic Loss Award) from the Workplace Safety and Insurance Board ("the WSIB") shall be paid to Western. Thereafter, if they continue to be so entitled, the employee shall receive benefits directly from the WSIB.
- 24.12** If an absence due to illness or injury continues beyond the 105 calendar days (fifteen (15) weeks) of sick time, the employee may qualify for benefits as outlined in a) and b) below only in accordance with, and to the extent of, the terms of legislation and/or the Long Term Disability benefits (LTD) policy in effect.
- a) For a disability resulting from workplace injuries or illnesses, the WSIB will pay the employee directly. The employee may also qualify for Canada Pension Disability benefits. Subject to the LTD policy, in the event that disability benefits from all sources are less than 85% of the indexed net salary in effect on the first day absent, the employee may qualify for partial LTD from the University Group Disability Insurance program, or
 - b) For a disability resulting from non-work related injuries or illnesses, the employee may be eligible for LTD through the University Group Disability Insurance program and may also qualify for Canada Pension Plan Disability benefits.
 - c) Benefits as described in this clause will end at Normal Retirement Date along with coverage.
- 24.13** Notwithstanding any other provision of this Agreement, individuals, employees or otherwise, who continue to qualify for Workplace Safety and Insurance Benefits or who qualify for LTD beyond the 105 day sick leave period, will have their supplemental health care, dental, vision care, pensions and basic life insurance benefits continued and paid for by Western while covered by the benefits provided by these programs.

24.14 For employees who are absent from the workplace due to illness or injury, Western and UWOSA will support a proactive and collaborative return to work program. Employees have a responsibility to participate in such a program, if possible, in light of their medical condition. The program will involve the joint efforts of the employee, a UWOSA representative, the employee's Medical Doctor, the Dean, Budget Unit Head or designate, and Employee Wellbeing and in some cases, the insurance provider case manager. If the return to work program involves assessments for functional ability (fit to work) by the Employee Wellbeing Consultant or other Western officials, or an independent third party, the costs of these assessments shall be paid fully by Western.

Prior to the employee returning to work, the Employee, the Budget Unit Head or designate, Employee Wellbeing Consultant, UWOSA Representative (at the employee's discretion to request representation), may meet to discuss any accommodations required for the Employee's return to work. Accommodations will be confirmed in writing.

Occupational Health and Safety including Employee Wellbeing agree as part of communication of an employee's return-to-work to include UWOSA on correspondence with the employee's supervisor.

24.15 In all cases, the return to work program shall be consistent with the parties' duty to reasonably accommodate an employee's disability, short of undue hardship, in accordance with the provisions of the Ontario Human Rights Code.

24.16 Western will keep employees on sick leave under Article 24.02 informed of significant workplace developments.

24.17 Given that the nature of the employee's illness or injury is confidential, in cases where the Dean, Budget Unit Head or designate contacts an employee at home, the employee is not required to answer questions regarding the specific nature of the illness.

- 24.18** Any sick leave attendance records that are kept by the unit, shall be accessible to that employee upon request.
- 24.19** The parties agree that Human Resources will send to UWOSA a list of Continuing and Sessional employees who are actively participating in the Employee Well-being Services and Accommodation programs and status. The Union can request a meeting with Human Resources, including Employee Well-being Services, on issues regarding the accommodation progress.

ARTICLE 25 – HEALTH CARE APPOINTMENTS

- 25.01** Western recognizes the need for employees to periodically visit health care practitioners as recognized by OHIP or Western's Group Dental and Extended Health Insurance Plans. Whenever possible, employees will arrange medical and dental appointments at times outside of working hours. When this is not possible, employees shall arrange such appointments as near as possible to the beginning or end of their work day.
- 25.02** Employees must inform the Dean, Budget Unit Head or designate as far in advance as possible of any medical or dental appointment made during working hours. Under this Article, such employees need not reveal the nature of the health care appointment.
- 25.03** An appointment for health care under this Article will be considered a leave of absence with pay, unless such appointments become excessive, in which case the Dean, Budget Unit Head or designate may require the employee to make up the time.

ARTICLE 26 – COMPASSIONATE LEAVE

- 26.01** The University does not place any unreasonable limit on compassionate leave required of an employee when a death occurs in their immediate family. The Dean, Budget Unit Head 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 the absence will be assessed. The Dean, Budget Unit Head or designate will determine the paid portion of such compassionate leave in their sole discretion.

- 26.02** 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, foster parent, mother in-law, father in-law, grandparent, grandchild, step-grandchild, brother, brother in-law, sister, sister in-law, son, son in-law, daughter, daughter in-law, foster child or step-child.
- 26.03** The appropriate Dean, Budget Unit Head or designate may, in their discretion, 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.
- 26.04** Family Medical Leave: An employee may take a leave of absence, without pay, to provide care or support to a seriously ill family member. Such leave shall be taken in accordance with the provisions of the Employment Standards Act, 2000 and arranged with the supervisor. In the case of the death of a family member during the Family Medical Leave, an employee who receives Employment Insurance may request paid bereavement leave, if applicable, as provided in 26.01.
- 26.05** Where an employee requests and is approved for leave for the care of sick family members, or for the medical appointment of a family dependent who is unable to travel alone, the employee is eligible to use a floating holiday (Article 21.01), or accrued vacation, or they may make mutually agreeable arrangements with their supervisor to make up the time. The employee must make all reasonable efforts to keep such absences from work to a minimum.

26.06 Notwithstanding the provisions and entitlements in 26.01 and 26.05 Continuing, Sessional, and Term employees shall be granted paid leave for up to three (3) working days to be used in the calendar year to attend to urgent or critical health needs of family. Members must notify the employer of each caregiving day using the employer's procedures. The days must be taken as full days. New employees are eligible for caregiving days in their calendar year of hire if they commenced prior to July.

ARTICLE 27 – JURY DUTY, WITNESS DUTY AND CITIZENSHIP

27.01 Except for any proceeding between UWOSA and Western, Western shall assist employees in meeting their civic obligations by granting said employees leave without loss of regular pay or reduction of benefits when summoned for jury duty, or subpoenaed as a witness to Court proceedings to which the employee is not a party.

27.02 The employee must present a copy of the summons or subpoena to the Dean, Budget Unit Head or designate which indicates the period of jury duty or witness service required.

27.03 To qualify for leave without loss of regular pay during periods described in Article 27.01, the employee must provide evidence confirming the period of jury or witness duty served.

27.04 An employee becoming a Canadian citizen shall be entitled to one full day off with pay in order to attend the citizenship proceedings.

ARTICLE 28 – PARENTAL AND PREGNANCY LEAVE

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

28.02 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.

- 28.03** 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 parent(s) shall be entitled to a leave of sixty-three (63) weeks. Both parents of an adopted child shall be entitled to a leave of sixty-three (63) weeks.
- 28.04** An employee who has taken a pregnancy leave, if they choose 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.
- 28.05** 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 24. 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.
- 28.06** Vacation entitlement, Service and Seniority shall continue to accrue during the course of any pregnancy or parental leave.
- 28.07** 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 28.02 and 28.03. 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.

- 28.08** 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.
- 28.09** 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.
- 28.10** 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.
- 28.11** A Continuing or Sessional employee who qualifies under this Article for pregnancy leave or utilizes parental leave solely in respect of the adoption of a child, has 12 months of Service, 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 adoption related parental leave. The application for Supplementary Employment Insurance Benefits will be made through the Department of Human Resources. The 12 month period shall be calculated from their Service date 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 12 month 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.

Sessional employees shall only be entitled to Supplementary Employment Insurance Benefits for that portion of the year in which they otherwise would have been working if not for the parental and/or pregnancy leave.

28.12 The Supplementary Employment Insurance Benefits referred to in Article 28.11 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 Employment Insurance Benefits; and
- b) Upon commencement of Employment Insurance Benefits, 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 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.

28.13 If, before six (6) months have elapsed since their return to work, an employee voluntarily resigns their employment, is discharged for cause, or is terminated through the operation of Article 10.06, they will be indebted to Western for the sum of monies paid to them by Western during their pregnancy leave or adoption related parental leave.

28.14 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 29 – POLITICAL CANDIDACY, RESERVIST AND INDIGENOUS POLITICAL LEADER LEAVE

Political Candidacy

29.01 An employee who becomes a candidate for public office shall so inform Western. Public office under this Article is defined to include only those offices set out in Article 29.02. Western shall grant leave under the conditions set out in this Article.

29.02 An employee shall be entitled to a leave of absence with full pay and without reduction of benefits during a campaign for election upon the following bases:

- a) for election to the Parliament of Canada: leave for the equivalent of one month;
- b) for election to a Provincial Legislature: leave for the equivalent of one month;
- c) for election as Mayor of the City of London; the equivalent office of another jurisdiction; Boards of Education in London; or Municipal or Township Council: leave for the equivalent of ten days.

29.03 During a campaign for election to public office, an employee shall speak and write as a citizen and not as a representative of the University.

29.04 Where an employee is elected, they shall be granted leave of absence upon the following bases:

- a) Parliament of Canada: full-time unpaid leave of absence for a period up to five years;
- b) Provincial Legislature: full-time unpaid leave of absence for a period up to five years;

- c) Mayor of the City of London, or the equivalent office of another jurisdiction: full-time unpaid leave of absence for a period of one term of office;
- d) Municipal or Township Council, Boards of Education in London, leave of absence for attendance at sittings of the Council or Board, subject to a pro rated reduction in wages if their responsibilities as an employee cannot be maintained;
- e) Indigenous political leader (e.g., national, regional, local Chief): full time unpaid leave of absence for a period of one regular term which can typically span between 2-3 years.

29.05 Where an employee does not return to Western within seven (7) days after the expiry of their full-time leave, they shall be deemed to have resigned.

29.06 After the expiry of their political candidacy full-time leave, the employee, if they have not resigned in accordance with the provisions of Article 29.05, shall return to their previous position unless the position no longer exists, in which case they may exercise their rights under Articles 13 through 16 of this Agreement.

29.07 An employee under Article 29.04 d) who is re-elected, or runs for office more than once, shall be entitled to make use of this Article for each election and each term of office. Arrangements for an employee to receive a part-time leave of absence under Article 29.04 d) may be renewed indefinitely, in accordance with this Article.

29.08 Employees taking full time leaves of absence under this clause shall maintain but not accrue Service or Seniority. Employees taking part-time leaves of absence shall accrue Seniority as per Article 10.01 d) and shall accrue Service.

Reservist Leave

29.09 Western will grant Reservist Leave in accordance with the Employment Standards Act (Ontario), provided the employee has completed at least 6 months of Service. The employee must provide evidence that they are 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.

- 29.10** If the Reservist Leave ends earlier than the original leave end date provided by the employee (as requested under Article 29.09), Western may postpone the employee's reinstatement for two weeks after the day on which the leave ends.
- 29.11** Where an employee does not return to Western within seven (7) days after expiry of their Reservist Leave, they shall be deemed to have resigned
- 29.12** An employee on a Reservist Leave is entitled to be reinstated to the same position if it still exists or to a comparable position if it does not. If it does not exist, they may exercise their rights under Articles 13 through 16 of this agreement.
- 29.13** Seniority and Service shall continue to accrue during the leave.
- 29.14** 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 30 – REDUCED RESPONSIBILITY

- 30.01** a) A Continuing or Sessional employee may apply for reduced responsibility status which is defined as a change in their regular work schedule. The normal work schedule may be reduced either in hours per day or days per week.
- b) Whether the reduction is daily or weekly, no individual in a reduced responsibility status may work twenty-four hours or less per week for the maximum of a two-year period, with the possibility of a one time, one year extension, subject to operational requirements. Employees in a reduced responsibility status on June 30, 2010 are exempt from this provision as long as they remain in an approved reduced responsibility status.

- 30.02** An employee's request for reduced responsibility must be made in writing to the Dean, Budget Unit Head or designate. Each application will be evaluated independently and the Dean, Budget Unit Head or designate will approve or deny the request at their sole discretion, which discretion shall be exercised in a reasonable manner.
- 30.03** If approved by the Dean, Budget Unit Head or designate, details of the reduced responsibility will be confirmed in writing and will be signed by the employee, the Dean, Budget Unit Head or designate, and the Director –Human Resources, or designate.
- 30.04** Salaries and rate of vacation accrual shall be adjusted on a pro-rated basis to reflect the reduction in working hours. Subject to Article 30.05, the following level of benefits, but not duration, shall be reduced to reflect the reduction in working hours: group life insurance; long term disability; pension contributions; sick leave; severance pay and pay in lieu of notice.
- 30.05** Subject to the approval of Canada Customs and Revenue, participants age 55 or over will be provided with pension contributions and Group Life Insurance coverage at their salary level immediately prior to the reduced responsibility.
- 30.06** Upon completion of an approved reduced responsibility arrangement, or with thirty (30) calendar days written notice by the employee, the employee shall return to the previous hours of work. If Western requires any change in a reduced responsibility arrangement at any time, it will provide thirty (30) calendar days written notice to the affected employee. Employees can request an additional period of reduced responsibility only after returning to their previous hours for a duration of six (6) months. Such additional requests will be made to the Dean, Budget Unit Head or designate and they will approve or deny such request based on operational needs of the unit.
- 30.07** For the purposes of this Article and after reaching Normal Retirement Date (age 65), if an employee's hours are reduced to less than 60% of their normal hours, the employee will be covered by the Retiree Benefit plan effective at the time of the reduction.

ARTICLE 31 – RETIREMENT AND PENSION PLAN

- 31.01** Western shall continue the Western Pension Plan for members of the Administrative Staff, hereafter called the Pension Plan, and such Pension Plan shall be governed in accordance with the official Pension Plan documents which shall be provided to UWOSA upon request. Any change to the official Pension Plan documents will be provided to UWOSA forthwith upon it taking effect.
- 31.02** Employees will continue to be eligible to participate in the Pension Plan in accordance with the official Pension Plan documents current at ratification. Notwithstanding a break of Service as outlined in Article 10.03 (c), employees may continue to be members of the Pension Plan for Administrative Staff, in accordance with the official Pension Plan documents.
- 31.03** **Effective January 1, 2022**, Term Members who meet the qualifications for the Pension Plan for Administrative staff as an other than a Full-Time Administrative Staff Employee, will be automatically enrolled in the pension plan and begin contributing to the plan in accordance with the official Pension Plan documents unless the Term Member informs the University in writing of their irrevocable election to not participate, within 30 days of being enrolled.
- 31.04** **Effective January 1, 2022**, Continuing and Sessional Members are required to become a Member of the Plan no later than the first day of any month coinciding with or following the date of employment as a Full-Time Administrative Staff Employee, as a condition of employment.
- 31.05** For the purposes of this agreement, the Normal Retirement Date is defined as the first day of the month following an employee's attainment of 65 years of age. An employee's Retirement Date may be at any time within ten years immediately preceding their Normal Retirement Date or any time following the attainment of their Normal Retirement Date. The earliest Retirement Date is the first day of the month following an employee's attainment of 55 years of age.

31.06 The electoral process prevailing at the date of certification for selecting Pension Plan members to sit on the Board of the Pension Plan shall be maintained.

31.07 Contributions to the Pension Plan shall be made for eligible employees in accordance with the current official plan documents, namely as follows:

University contributions:

7.5% of Pensionable Earnings if Service under 10 years; or
8.0% of Pensionable Earnings if Service more than 10 years,
but less than 20 years; or
8.5% of Pensionable Earnings if Service more than 20 years.

Pensionable Earnings shall be defined in accordance with section I (23.) of the Pension Plan for Administrative Staff

Service shall be defined in accordance with article 10.03.

Employee Required contributions:

The required rate of employee contribution is two and one-half per cent (2.5%) of the Member's Pensionable Earnings.

Employee Voluntary contributions:

An Employee may elect to make additional voluntary contributions to the Pension Fund provided that such contributions shall be limited each month to A minus B where:

A is one-twelfth of the lesser of (i) the money purchase limit, as defined in the Income Tax Act for the year, and (ii) 18% of the Employee's annual rate of Pensionable Earnings; and

B is the sum of the Employee's required contribution in the month and the University credit for the month

31.08 There will be no pension contributions beyond the end of year in which an employee attains the age 69.

31.09 Employees shall provide the Dean, Budget Unit Head or designate with 60 calendar days written notice of their intention to retire and indicate the date of the retirement.

Where exceptional circumstances exist, an employee may request that Western reduce this notice period. Western shall not unreasonably deny such a request.

ARTICLE 32 – HOURS OF WORK AND OVERTIME

32.01 Western shall set the hours of work for a standard work week for new classifications and will so advise UWOSA. The standard work week for any new classification shall be between thirty-five (35) and forty (40) hours per week.

The employer may at their sole discretion temporarily assign an employee to an alternate work location subject to meeting the operational unit requirements and work outcomes.

32.02 It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day, or days of work per week or for any period whatsoever. Where an employee's regular hours of work per week are to be changed, the employee shall be provided with one (1) month's written notice of the change.

32.03 Overtime is defined as authorized time worked, over and above:

a) the first thirty-five (35) hours in any week; or

b) where the standard work week is greater than thirty-five (35) hours, overtime will be the time worked in excess of the standard work week hours.

32.04 The parties recognize and consent that in certain limited number of positions (e.g. Dispatch) employees are regularly scheduled to work twelve (12) hour shifts. These employees will be scheduled to work either thirty-six (36) hours or forty-eight (48) hours per

week, and their average weekly work schedule will be forty (40) hours.

These employees who regularly work twelve (12) hour shifts will be paid overtime for authorized time worked in the following circumstances:

- a) in weeks when they are scheduled to work thirty-six (36) hours per week, for any hours worked over the first thirty-six (36) hours.
- b) in weeks when they are scheduled to work forty-eight (48) hours per week, for any hours worked over the first forty-eight (48) hours.
- c) in all cases for work in excess of twelve (12) worked hours in any day.

32.05 Before the overtime is worked, the supervisor and the employee will determine the method of compensation for authorized overtime worked, which will be either:

- a) payment on the basis of 1.5 x the regular rate of pay for each hour worked; or
- b) time off on the basis of 1.5 x hours off for each hour worked.

In addition, before the overtime is worked, the designated supervisor shall clearly distinguish regular time and overtime in writing to the employee.

The employee may take the time off at a mutually agreeable time in light of the operating requirements of the unit and in any case shall be entitled to the time off within four (4) months of it being earned. Time off must be scheduled within two (2) months of the overtime being worked. If the time off has not been scheduled within two (2) months, then Western shall pay overtime payment for the work per Article 32.05a).

- 32.06** An employee will be permitted to accumulate up to a maximum of eighty (80) hours of time off on account of overtime worked. All overtime worked in excess of this must be paid in accordance with Article 32.05 a).
- 32.07** The parties to this agreement recognize that Western operations may require the performance of overtime work and that employees will cooperate in the performance of such work. However, an employee shall be entitled to refuse to work more than eight (8) overtime hours in a week or forty-eight (48) total hours in a week, whichever is the lesser, except in the case of emergency. If mandatory overtime is required, representative(s) of the unit will meet with representative(s) of UWOSA prior to implementation to discuss the operational need.
- 32.08** Effective January 1, 2025, any Continuing and Sessional employees will be paid a shift premium of \$0.65 per hour for all hours worked between 6:30 pm to 6:30 am.
- 32.09** There shall be no duplicating or pyramiding of overtime or premium payments.
- 32.10** For employees whose hours of work vary considerably from work day to work day, the regular pay for a vacation day under Article 20 will be on the basis of the average length of the employee's worked shifts in the thirteen (13) worked weeks preceding the vacation day and in no case will it exceed eight (8) hours.
- 32.11** Each unit shall keep a record of overtime hours worked, and the means of payment for that work, which record shall be available for the employee's review upon request.
- 32.12** For the purposes of Article 32, leaves pursuant to Articles 20 (Vacation), Article 21 (Paid Holidays), Article 24 (Sick Leave and Salary Continuance), Article 26 (Compassionate Leave), Article 27 (Jury Duty, Witness Duty and Citizenship), and Article 28 (Parental and Pregnancy Leave) shall be treated as time worked.

ARTICLE 33 – DEFERRED SALARY LEAVE

- 33.01** Unpaid leaves of absence of six months to one year which have been approved in accordance with Article 23 may be funded through a deferred salary leave agreement signed with Western. Employees interested in funding their approved unpaid leaves through such an agreement should contact the Department of Human Resources. Application of the provisions of this Article is subject in every case to the requirements of the department concerned and Western.
- 33.02** An employee's salary may be deferred over a one to five-year period. The percentage of nominal salary deferred will range between 5% and 25%. The salary deferred is retained by Western to be deposited into an interest-bearing account with a bank, trust company, or investment group. The interest rate will be the maximum rate available.
- 33.03** The deferred salary will be completely paid to the employee during the leave period on a mutually agreeable schedule. During the leave, income tax is payable on the accumulated deferred salary as it is received. At the request of an employee, but no more than once per year, an accounting shall be provided to the employee of the amount deferred and the interest accrued.
- 33.04** During the years of salary deferral, income tax is payable on the actual salary received and also on the interest accrued on the deferred salary. Any interest earned by the deferral of salary will be paid to the employee at the end of each calendar year.
- 33.05** The employee must return to Western for a work period at least as long as the leave.
- 33.06** Leave cancellation occurs on termination of employment, death or LTD or WSIB beyond 105 days. The deferred salary plus interest will be paid to the individual, beneficiary or estate subject to tax regulations.
- 33.07** Withdrawal or postponement for reasons other than termination of employment, death or disability requires Western approval in

writing at least six months before the scheduled leave whether the change is initiated by Western or the individual.

33.08 Benefits coverage on the applicable cost-sharing basis will be continued as follows:

a) During years of salary deferral:

OHIP, Supplementary Health Insurance, Dental - as normal
Life Insurance - based on nominal salary
Sick Leave - based on actual salary
Long Term Disability Insurance - based on nominal salary
Paid Holidays & Vacation – based on actual salary
Canada Pension Plan, Employment Insurance, Worker's
Compensation – subject to government regulations
Pension - contributions based on nominal salary

b) During the leave:

OHIP, Supplementary Health Insurance, Dental - as normal
Life Insurance - based on nominal salary
Sick Leave - no accrual or payment
Long Term Disability Insurance - based on nominal salary
Paid Holidays & Vacation - based on actual salary
Canada Pension Plan, Employment Insurance, Worker's
Compensation – subject to government regulations
Pension - contributions based on nominal salary

33.09 All aspects of this Deferred Salary Leave shall be subject to the Income Tax Act and Canada Customs and Revenue rules and regulations.

33.10 Upon reaching the Normal Retirement Date an employee will be eligible to commence a Deferred Salary Leave only in their last year of employment with the University. In this case, 33.05 does not apply.

ARTICLE 34 – GUARANTEED HOUSING LOAN PLAN

34.01 Continuing employees may be eligible for the benefits provided for under the Western Policy 2.7 – Guaranteed Housing Loan Plan in the Manual of Administrative Policies and Procedures.

ARTICLE 35 – HEALTH AND SAFETY

35.01 Western and UWOSA agree that the protection of the health and safety of Union employees and other persons in the workplace is an important matter of mutual concern and that both the employer and UWOSA employees have responsibilities as delineated in the *Occupational Health and Safety Act, R.S.O. 1990, c. O.1 (hereinafter “the Act”)*.

Responsibilities of Western

- 35.02**
- a) Western shall comply with the provisions of the Act.
 - b) In keeping with these provisions, Western reserves the right to establish and enforce such standards, rules, regulations, policies, and procedures as may be considered necessary for workplace health and safety.
 - c) Western shall inform all employees and the Joint Occupational Health and Safety Committee (see Clause 35.04) of any standards, rules, regulations, policies or procedures established by The University of Western Ontario to protect the workplace health and safety of employees. Western advises employees of the existence of hazards, of which Western is aware or ought reasonably to be aware, associated with the employee’s employment duties.
 - d) Western shall provide employees with appropriate training and access to information relevant to their workplace health and safety through a Health and Safety website. Such information shall include but not be limited to inspection and compliance reports; information on hazard avoidance, specific perils, and

ergonomics; reporting of health and safety concerns; Work Refusal Procedures; and links to applicable Federal, Provincial, and Municipal legislation.

- e) Any Work Refusal applicable to situations where employees perceive an immediate threat of violence, shall be reported to Campus Safety and Emergency Services immediately.

Responsibilities of Employees

- 35.03**
- a) Employees shall work in compliance with the provisions of the Act and in compliance with the standards, rules, regulations, policies or procedures specified by Western (see Clause 35.02 c). They shall also insist that all persons under their supervision follow the same standards, rules, regulations, policies or procedures, and shall notify the Employer of any non-compliance.
 - b) Employees shall follow safe working practices in carrying out their responsibilities and shall follow the standards, rules, regulations, policies or procedures regarding the use of personal protective equipment in the workplace.
 - c) Employees shall advise Dean, Budget Unit Head or designate, of any circumstances which come to their attention that may place the health and safety of employee and/or other persons at risk in the workplace.
 - d) In accordance with the Occupational Health and Safety Act, an employee may refuse to work or do particular work where they have reason to believe that the work is likely to endanger themselves or another employee. In this case, an employee shall immediately notify the Dean, Budget Unit Head or designate.

The Joint Occupational Health and Safety Committee

- 35.04** a) Western and UWOSA agree to participate in the Joint Occupational Health and Safety Committee (JOHSC) in accordance with the Committee's terms of reference as determined by the Employer, UWOSA and other employee groups.
- b) The UWOSA shall have the right to appoint two (2) representatives to the JOHSC, in representing all UWOSA Bargaining Units. UWOSA representation on the Committee shall be no less than any other employee group.
- c) The JOHSC shall support the health and safety measures of the Department of Health, Safety and Well-being and shall draw the attention of the Vice-President, Resources and Operations to any egregious or repeated violations of the safety compliance orders. Prior to drawing the attention of Western to such violations, the JOHSC may invite Western representatives, employees or other persons to appear before it to explain the lack of compliance.
- d) Any member of the JOHSC may initiate formal discussion within the Committee on a matter of workplace health and safety. They may do so by writing to the co-chairs of the JOHSC in advance of the meeting at which the discussion is to take place or, where circumstances warrant immediate notice, by raising the concern at a meeting of the JOHSC.
- e) Members of the JOHSC shall inspect the workplace on a regular basis for the purpose of examining the physical conditions of the workplace with inspections scheduled for at least once (1) per month and with the entire University being inspected in the course of every one (1) year. The UWOSA representatives on the Committee shall have an equal right to participate in these inspections without loss of pay or reduction of benefits.

35.05 a) Western and UWOSA are committed to a working and learning environment free from general harassment (bullying), workplace violence and domestic violence that emerges in the workplace. Under the Occupational Health and Safety Act (OHSA), workplace violence is defined as:

- The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or,
- A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Some of the types of violence include physical assault, sexual assault, stalking, criminal harassment, robbery, or threats of violence.

- b) Any incident reported to a Supervisor and/or Campus Safety and Emergency Services will be investigated, and a *written* summary report of such investigation will be provided to the Co-Chairs of the University Joint Occupational Health and Safety Committee.
- c) The parties agree information and training with respect to workplace harassment and violence is important in promoting a safe working and learning environment and will work jointly to continue to promote understanding of expected behaviours in the workplace.

ARTICLE 36 – EMPLOYMENT EQUITY

- 36.01** UWOSA and Western are jointly committed to the principles of employment equity and to integrating these principles within the workplace.
- 36.02** Western’s Employment Equity Program will be applied to the following designated groups: women, members of racialized groups, persons with disabilities, and Indigenous peoples. Other groups as may be designated as under-represented in federal or provincial employment equity and/or human rights legislation or agreed to by the Parties may be included in this list. Western’s Employment Equity Program may be referenced in the Manual of Administrative Policies and Procedures (MAPP) on the Western web site.
- 36.03** UWOSA will have the right to appoint a representative to the President’s Standing Committee for Employment Equity (or its successor).

ARTICLE 37 – LONG SERVICE RECOGNITION

- 37.01** Employees covered by this Agreement will be eligible for the benefits provided for under the Western Policy 3.5 – Service Recognition in the Manual of Administrative Policies and Procedures. Service shall be defined in accordance with Article 10.03.

ARTICLE 38 – ACCESS TO PERSONNEL FILE

- 38.01** Upon written request, an employee, or a Union representative with the employee’s consent, may examine their personnel file(s) maintained in the Human Resources and the current Faculty/Administrative Unit in which the employee has an appointment. The file cannot be removed from the office where it is kept and must be examined in the presence of a member of the Department of Human Resources and/or the Dean, Budget Unit Head or designate.

- 38.02** Upon the request of the employee, a copy of the information contained in the personnel file(s) will be provided at the employee's expense.
- 38.03** In the event an employee believes the information on file is inaccurate, they may add a statement to the file to document that opinion.
- 38.04** Western may confirm employment at Western, but shall not forward other information from an employee's file to any outside party without the employee's permission.

ARTICLE 39 – EMPLOYEE ASSISTANCE PROGRAM

- 39.01** Western shall maintain its Employee Assistance Program (EAP) which shall continue to offer free, confidential and professional counselling service to employees. The counselling shall continue to be provided at an off campus location by an independent agency not affiliated with Western.
- 39.02** Participation in the EAP shall be open to all Continuing, Sessional, and Term employees and remain strictly voluntary and confidentiality shall be strictly maintained unless an employee waives that right in writing.
- 39.03** 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 Western in any way.
- 39.04** UWOSA will have a representative on the Western EAP Committee.
- 39.05** Any employee who identifies the need to seek assistance through the EAP may contact the EAP provider directly. Information on how to contact an EAP counselor shall be directed to all eligible employees by means of posters, notices, brochures, etc. It shall also be made available, on a confidential basis, from the

Workplace Health Unit, the Department of Human Resources, and through UWOSA.

- 39.06** 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.
- 39.07** Absences from work necessary to attend EAP counselling sessions will be treated as other health care appointments under Article 25.
- 39.08** The employee may choose to advise Western that treatment is being undertaken and/or to provide the estimated duration of treatment. Only upon the employee's written request and authorization will such information be provided by the counselor to Western, and the release of such information shall be authorized by the employee in writing and shall include only the fact that counselling is occurring and the length thereof.
- 39.09** Any such information communicated by the EAP counselor to Western shall be in written form, and the information shall not be sent unless an employee is given an opportunity to review the information before it is sent to Western and thereafter approves it for distribution to Western.

ARTICLE 40 - CONTRACTING OUT

- 40.01** If a Continuing or Sessional employee is laid off as a result of contracting out, the affected employee(s) shall be provided with at least three (3) months' written notice or pay in lieu thereof, in addition to the notice required by Article 13.
- 40.02** In addition to Article 13.01, within one week Western will inform UWOSA in writing of the following:
- a) the nature of the contracting out;
 - b) the date on which Western proposes to effect the change;
- and
- c) the name and position of any employee who will be laid off.

ARTICLE 41 – CLOSURE OF UNIVERSITY

41.01 When the President of Western, or designate, decides to close Western on account of an emergency, including inclement weather, employees shall not suffer a loss of pay or benefits as a result. Employees required to work when Western is closed by the President or designate shall be entitled to overtime pay at the rate of 2.5 times their regular hourly pay rate for all hours worked during the closure.

ARTICLE 42 – EMPLOYEE TYPES

42.01 Employees covered by this Agreement fall into the following types:

a) **Continuing Employee:**

An employee employed indefinitely in a year-round position for more than twenty-four (24) hours per week.

b) **Sessional Employee:**

An employee employed indefinitely for more than twenty-four (24) hours per week in a position for which Western requires staffing in a regular recurring pattern of work during at least six (6) months of each calendar year and a regular recurring absence from work during the balance of the year.

c) **Term Employee:**

An employee who is employed in a job classification outlined in Appendix B for more than twenty-four (24) hours per week, for a term which is greater than eight (8) months, not to exceed twenty-four (24) calendar months. A term employee may only be employed:

- i) to replace a Continuing or Sessional employee temporarily absent for any reason (e.g. leave of absence, sick leave, pregnancy leave, parental leave, secondment) or;

- ii) in a position which Western reasonably expects at its commencement will end at a definite and predetermined time within twenty-four (24) calendar months or less in the future, and where such end date is stated at the commencement of the appointment.

The terms and conditions of employment for Term Employees are contained in Appendix A.

42.02 In addition, the parties shall also recognize the term Grant Funded Employee. A Grant Funded Employee shall mean an employee of one of the above employee types, where each of the following conditions prevails:

- a) where the majority of the funds to pay for the position have been made specifically available from an external funding source for research purposes only;
- b) these funds are made available pursuant to a specific arrangement with that external source;
- c) this arrangement specifies that the funds are for a defined and limited project of a defined and limited duration.

Under no circumstances shall a Grant Funded position be identified for displacement, and no Grant Funded employee shall displace another employee. Grant Funded employees shall not be subject to the provisions of Article 32 (Employment Standards Act will apply) or Article 18.

42.03 For the purpose of this Agreement only, all Sessional employees are not entitled to exercise Seniority rights on layoff on account of a regular recurring absence from work. A Sessional employee shall be deemed to be laid off under this Agreement if they are not reappointed when a regular recurring period of work recommences, or if a regular recurring period of work does not commence. In any case, Sessional employees shall be entitled to make application for posted positions during a period of regular recurring absence from work.

42.04 All Sessional employees shall receive benefits as follows:

- a) Sick leave – during a regular recurring period of work, as other employees, under Article 24; during a regular recurring period of absence from work, no entitlement. A period of regular recurring absence of work shall be counted as part of the 105 days of sick leave (though unpaid) if one sickness or disability continues from a period of regular recurring work throughout the ensuing regular recurring absence from work and into the next occurring regular recurring period of work. In addition, the payment of disability benefits will only be provided during a regular recurring period of work and not during a regular recurring period of absence.
- b) Benefits listed under Article 45.11, but only during a regular recurring period of work and not during a regular recurring period of absence. During the regular recurring periods of absence, the employee may continue their benefit plans by providing postdated cheques to cover the full monthly premiums to the Department of Human Resources.

42.05 If a Term employee is employed in a Term position for less than twenty-four (24) months, within one month of the end of the appointment, the appointment may be extended by Western provided that the total length of the appointment (with extension) is still twenty-four (24) months or less, and further provided Western reasonably expects that the position will end at a definite and predetermined time in the future, and the end date for the position is re-stated in writing at the time of the limited extension. Western shall not extend the term of an employee under this Article more than twice.

42.06 A Term position will not be occupied for more than twenty-four (24) calendar months. If Western wishes to continue the position beyond twenty-four (24) calendar months, such position shall be converted to a Continuing or Sessional position.

Article 12 shall then be applied as follows:

- a) The position will be posted in accordance with Article 12.02. In this case, the incumbent Term employee will be entitled to

apply for the position as an internal employee applicant in accordance with Article 12.03.

- b) If Western does not continue the position or if the incumbent Term employee is not successful in being placed into this position, they will be terminated and shall not be entitled to any benefits under Articles 13 to 16 inclusive unless such employee is made Term as a result of Rights under Article 15.08.

42.07 Once a Term appointment has been completed, the Term employee shall be terminated and not entitled to any benefits under Articles 13 to 16 inclusive unless such employee is made Term as a result of Rights under Article 15.08.

42.08 Where, within the first year of employment in their current position, Western wishes to terminate a Term employee for reasons other than cause before the fixed end date, 10 days' notice thereof, or pay in lieu, shall be provided. Anytime after the first year of employment in their current position, 20 days' notice thereof, or pay in lieu, shall be provided. In both instances, notice will also be provided to the union on the date of termination.

42.09 a) Sessional employees are to be informed annually in writing, with a copy to UWOSA, of the anticipated last day of work for each session. Prior to the completion of their period of work, the employee will be informed in writing of the date they are scheduled to return to work from their regular recurring period of absence. These positions signify that an individual hired into them can expect to be re-appointed for as long as the work is required.

- b) The regular recurring period of absence may be changed as a result of the operational requirements of the department. The affected employee shall be provided with at least thirty (30) days advance written notice of such a change. Copies of such notices will be sent to the UWOSA office.

c) Sessional employees may agree to work during the regular recurring absence of work. The employee will not regularly

work more than 24 hours per week except in the case where the employee is providing vacation or sick leave coverage or special events such as Convocation which are short in duration. The obligation to perform such work is entirely voluntary and refusal to perform it shall cause no penalty to the employee. If the employee chooses to work, they shall be covered by the terms of this agreement for all purposes. Seasonal employees working under this clause will accrue Seniority in accordance with Article 10.01 d).

ARTICLE 43 – TEMPORARY ASSIGNMENTS

43.01 If an employee is temporarily assigned duties or responsibilities of a higher classification inside the bargaining unit, that employee shall be paid at Step 1 of the appropriate classification as determined by Human Resources or receive a five (5)% increase in salary whichever is greater. If the difference between Step 6 of the two positions exceeds ten (10) per cent, the employee shall receive the minimum for the position or ten (10)% increase, whichever is greater. Any extra compensation paid under this subclause will be retroactive to the date such duties were assigned.

An employee must have completed their probationary period prior to being assigned any temporary assignment.

43.02 Such assignments shall not be permitted to continue past twenty-four (24) months.

43.03 The salary treatment for a temporary assignment will not affect the employee's group benefits levels.

43.04 An employee temporarily performing duties of a position in a higher classification outside of the bargaining unit will receive at least the increase in wage rate provided for in Article 43.01. In such cases, the comparable terms for "Step 1" and "Step 6" and the associated wage rates shall be utilized.

43.05 If acting pay is deemed applicable, it shall be retroactive to the start date of the additional duties being assigned. The employee will receive confirmation in writing including the expected end date.

ARTICLE 44 – JOB EVALUATION

44.01 The University and UWOSA agree that the Job Evaluation System (JES2013), comprised of a set of factors and subfactors (Plan), such rating guidelines that may be added from time to time by the parties, Position Description Questionnaire template (PDQ), factor and subfactor weighting system, and the point bands set out in Schedule A, shall be used to evaluate all positions within the UWOSA bargaining unit according to the procedures set out in the following subsections of this Article. JES2013 shall be applied to all bargaining unit positions for the purpose of determining job class and internal equity. JES2013 may be amended by mutual agreement of the parties. The point bands that will be used to assign a salary range (per Appendix W, X, Y, Z) to job classifications is set out in Appendix E and related articles and appendices.

44.02 Western shall determine the responsibilities of a vacant job and shall define the skills, effort and working conditions applicable to a vacant job in a job description to support recruitment to the vacant position. Each vacant job shall be allocated to a job class as outlined in Appendix B. After a job has been occupied by an incumbent for a minimum of twelve (12) months, a copy of the JES2013 Position Description Questionnaire (PDQ) must be reviewed or completed and signed by the incumbent employee, Dean, Budget Unit Head or designate using the process set out in 44.01 above and submitted within thirty (30) days. Any increase resulting from the evaluation of the position using this PDQ will be retroactive to the start date of the job.

44.03 Triennial Review: Each Dean, Budget Unit Head or designated supervisor shall complete a review of the existing job description for each position reporting to them to confirm the actual content and responsibility of the position at least once every three years

as listed on the Review Schedule outlined in Schedule B (Western may request changes based on academic year and UWOSA will not unreasonably deny the request). This review shall be submitted to the incumbent employee who shall be given the opportunity to add their comments. The process for such review and timeline for completion will be subject to Article 44.04.

- 44.04** Request for Job Evaluation Review: An incumbent employee or a Dean, Budget Unit Head or designated supervisor may request a job evaluation review provided there has been a significant and permanent change in the duties or work performed in that job since the last review, or for the purpose of the three (3) year calendar review (Article 44.03). In such a case, a Position Description Questionnaire (PDQ) must be reviewed, updated, and signed by the incumbent employee and the designated supervisor, passed to the Dean, Budget Unit Head or designate, who will date stamp it upon receipt. The incumbent will be entitled to up to two (2) hours without loss of pay or reduction in benefits to review the PDQ during regular hours in their workspace. The Dean, Budget Unit Head or designate will either agree with and sign the PDQ, or amend the PDQ as they see fit and sign it. The Dean, Budget Unit Head or designate shall forward the PDQ for evaluation to Human Resources within thirty (30) days, with a copy of the PDQ given to the incumbent employee, which will include any comments added by the incumbent employee. Any salary change resulting from a reclassification will be retroactive to the first of the month following the date that the PDQ is date stamped by the Dean, Budget Unit Head or designate. In the event that Human Resources does not receive the PDQ in a timely manner, the salary change, if any, resulting from a reclassification will be retroactive to the first of the month following the date that the incumbent submitted their PDQ to the Dean/Budget Unit Head, or designate.
- 44.05** Article 43 shall apply in the event an existing job undergoes a temporary change to job content for more than ten (10) days .
- 44.06** Human Resources shall evaluate the position based on the job evaluation system developed by Western and UWOSA and agreed

to by the parties as described in 44.01. Should the evaluation identify a class that has not yet been identified in Appendix B, Western shall create the new classification as deemed appropriate. Appendix B inserts shall be made available in electronic format to all UWOSA members on July 1 of each year of the new Collective Agreement to include any new job classifications.

This evaluation, including the notes from the evaluation, the rate of pay recommended, and any retroactive pay applicable, and determination of job class shall be communicated in writing to the Dean, Budget Unit Head or designated supervisor and to the employee within thirty (30) days of receipt of the signed PDQ. This decision shall state the deadline for and manner of appeal.

44.07 If an employee or the Dean, Budget Unit Head or designated supervisor requests an appeal of the decision of Human Resources, such request shall be made within thirty (30) days of the receipt of the decision in article 44.06 and the PDQ and the decision shall be referred to a single referee agreed to by UWOSA and Western.

- a) In the request for appeal, the employee will identify the factor ratings they are disagreeing with and/or articulate how the accountabilities of their position and/or competencies of their position are significantly different from those provided in the job class profiles.
- b) Such referee will be selected sequentially from a list of three agreed to in advance by UWOSA and Western, unless both parties agree to amend this selection process. The decision of the referee will be final and binding on all parties. The cost of the referees shall be borne by the employer. The referee shall be appointed within fifteen (15) days of the appeal request. The referee shall evaluate the position in light of the PDQ and any additional information submitted in the request for appeal per 44.07 a) by the incumbent and/or Dean/Budget Unit Head and designated supervisor. The referee may also interview the incumbent(s) and supervisor(s) if desired. The referee shall objectively consider the matter and determine

the correct job rating in light of the material before them and in accordance with the JES2013. The referee shall make their decision within sixty (60) calendar days of the referral of the matter.

- c) If the request for appeal is for a position with multi-incumbents, Human Resources shall notify all incumbents of the appeal.

ARTICLE 45 – WAGES AND BENEFITS

45.01 Western shall pay each employee the appropriate rate of pay under Appendix W, X, Y, and Z as applicable, for all regular hours worked based on their classification in Appendix B and the terms of this Article.

45.02 Standard work week for all job classifications shall be between thirty-five (35) and forty (40) hours per week (Appendix B). The standard work week shall not exceed 40 hours in a week.

45.03 The starting salary for a newly hired employee will be Step 1 of the salary range in the applicable Appendix W, X, Y, and Z unless the new employee has previous pertinent experience, in which case the employee may be started, at Western's discretion, at another place in the salary range below Step 6.

Term employees will be paid at least Step 1 of the applicable salary range for their classification. Except as provided for in Article 45.10, Article 45.07 through 45.13 inclusive shall not apply to Term employees.

45.04 Effective July 1 for each year of this collective agreement a non-probationary Continuing or Sessional employee whose salary is at or above Step 1 and below Step 7 of their salary range will receive a regular Progress Through the Range (PTR) increase to the next step in the range in the applicable Appendix W, X, Y and Z.

The UWOSA recognizes that it is Western's position that PTR forms part of the total compensation picture for employees.

45.05 When a Continuing or Sessional employee's salary

exceeds Step 7, that employee shall receive 50% of the annual basic increase provided for in Article 45.06 so long as the employee's salary continues to exceed Step 7 under the applicable Appendix W, X, Y, and Z.

45.06 a) Effective July 1, 2024 the current hourly rate of all eligible Continuing, Sessional and Term employees shall be increased by 4.5% In addition, on this date, the current salary grid will be increased by 4.5% as reflected in Appendix W.

b) On July 1, 2025 all eligible Continuing, Sessional and Term employees shall receive a 2% hourly rate increase. In addition, on this date, the current salary grid will be increased by 2% as reflected in Appendix X.

c) On July 1, 2026 all eligible Continuing, Sessional and Term employees shall receive a 2% hourly rate increase. In addition, on this date, the current salary grid will be increased by 2% as reflected in Appendix Y.

d) On July 1, 2027 all eligible Continuing, Sessional and Term employees shall receive a 2% hourly rate increase. In addition, on this date, the current salary grid will be increased by 2% as reflected in Appendix Z.

45.07 Where an employee takes a position classified at a higher level, or their job classification is changed to a higher level (see Appendix E), an increase in salary will be implemented to raise the employee's hourly rate to Step 1 of the new range. Where the employee's current hourly rate is above Step 1 of the new range, their hourly rate will be increased by 5% and adjusted to the step of the new range that is closest to, but not below, their increased hourly rate .

Where the change in Article 45.07 involves two or more levels,

the increase will be to Step 1 of the new range or an increase of 10% for two levels and an additional increment of 5% for each level beyond the first two (2) levels, whichever is higher. The hourly rate will then be adjusted to the step of the new range that is closest to, but not below the increased rate.

45.08 A voluntary downward transfer occurs when an employee voluntarily transfers to a position in a lower level range. Where there is a voluntary downward transfer, the new hourly rate will be placed at the equivalent step on the lower Level. This provision shall apply in the case of new positions assumed as the result of Article 15 and Article 16. Thereafter, Article 45.04 and 45.05 shall apply.

When an employee is involuntarily demoted to a lower level range or when the position is reclassified to a lower level range as a result of a job evaluation, the employee will not suffer a reduction in pay, except to pro-rate to the new hourly work week if necessary. This provision shall apply in the case of new positions assumed as the result of Article 14. Thereafter, Article 45.04 and 45.05 shall apply.

45.09 Where an employee moves from one position to another within the same level, no change in salary will be applied on the transfer.

45.10 Continuing and Sessional employees shall be paid at the appropriate rate monthly by bank deposit on the second last work day each month. Payment for Term employees shall either be weekly (in arrears) by cheque or monthly by bank deposit on the second last work day each month. Western may increase the frequency of the pay period provided employees receive at least 60 calendar days' notice prior to the change.

Overtime or premiums will be paid no later than in the month following the month in which the overtime was worked or the premium was earned.

45.11 Western agrees to continue to provide Continuing and Sessional employees the following group insurance benefit plans and to contribute to the premium costs thereof as provided herein. The

specific terms of the plans shall be provided to UWOSA on request. Western may change the group insurance plan carrier or alter specific terms of the group insurance plans provided there is no reduction in benefits whatsoever from that currently existing:

- a) Group Basic Life Insurance Plan (currently Manulife contract 087220) – Western pays 100% of the premium costs for the first \$25,000 of coverage (plus \$25,000 which effectively passes on reduced employer employment insurance premiums to the staff), employee pays the premium costs for the remaining coverage under the plan. Upon reaching Normal Retirement Date this benefit will be reduced to \$25,000 of coverage.
- b) Group Extended Health Insurance Plan (includes hospital, travel, extended health care, drug plan, and mental health professional services) and Group Dental Insurance Plan (both currently Manulife Policy 087220). Members will pay 15% of the cost of extended health and dental benefit claims that do not have a specific dollar maximum. The maximum out-of-pocket cost for Members with single coverage shall be \$450.00 per Calendar Year. The maximum out-of-pocket cost for Members with family coverage shall be \$900.00 per Calendar Year.
- c) Group Long Term Disability Insurance (currently Manulife Policy 50170) – Western pays the premium costs.
- d) Group Optional Insurance, Dependent Life Insurance, and Accidental Death and Dismemberment Insurance Plans – employee pays entire premium costs if they decide to participate. Upon reaching the Normal Retirement Date an employee will no longer be eligible to participate in Optional, Dependent and Accidental Death and Dismemberment Insurance Plans.
- e) Vision care - \$300.00 in every consecutive 24 month period. The vision care benefit may be used for eye examinations and laser eye surgery.

- f) Out of country health care plan coverage for eligible Continuing or Sessional employees and retirees who retire after January 1, 2005 is capped at \$200,000 per person covered per trip.
- g) Effective July 1, 2024, the extended health plan covers 85% of eligible expenses for services delivered by individuals who are registered by the College of Psychologists of Ontario, the College of Registered Psychotherapists of Ontario, the College of Nurses of Ontario, the College of Occupational Therapists of Ontario, the Ontario College of Social Workers, Ontario Registered Clinical Counsellor or the Canadian Registry of Marriage and Family Therapists. Mental Health Professional Services shall contribute to the out-of-pocket maximum.

45.12 A Health Care Spending Account (HCSA) will be provided for all Continuing and Sessional employees for the purposes of reimbursement of medical expenses not otherwise covered by the Benefit Plans. Eligible expenses include expenses that qualify for the medical expense tax credit, as defined by the Income Tax Act (Canada) and its Regulations. Each member will be allocated the following HCSA:

- a) Effective January 2024 calendar year each member will be allocated \$ 1020 per calendar year (for family coverage) or \$ 795 per calendar year (for single coverage) for their HCSA.

Unused funds from the HCSA may be carried forward one calendar year, but not beyond. HCSA allocations remaining unused at the end of the second calendar year will be forfeited.

- b) Effective January 1, 2025, the HCSA allocations will be as directed by Continuing and Sessional employees from their flexible credit entitlements. Flexible credits shall be \$1,100 per year and will be directed by the end of each calendar year to support health and dental claims under a HCSA, or to claim professional expense reimbursements (PER). Unspent HCSA allocation can be carried over and used against eligible health

care expenses incurred in the following calendar year. HCSA allocations remaining unused at the end of the second calendar year will be forfeited. Unspent PER allocations may be carried over and applied against expenses incurred up until the expiry of this collective agreement.

c) Upon retirement, Benefits under the Group Extended Health Insurance Plan, and Group Dental Plan will be consistent with those in place for retired UWOSA members as of July 1, 2010. 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 \$450.00 per calendar year for single coverage and \$900.00 per calendar year for family coverage.

d) For UWOSA members who became Continuing or Sessional prior to January 1, 2009, 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 at their Retirement Date. For UWOSA members who became Continuing or Sessional on or after January 1, 2009, benefits under the Group Extended Health Insurance Plan and Group Dental Plan will be continued for retirees who have 10 or more years of Service at their Retirement Date.

e) Employees that retire from Western shall also receive a pay out of up to 25 days of unused vacation.

45.13 The level of Group Long Term Disability Insurance benefit will be 70% of salary, based on hourly rate and standard hours of work in effect on the first days of illness or injury.

45.14 Western shall provide and extend to all employees, upon request,

a) forty (40) hours free access per month to the Western computer server for the purposes of access to the Internet, and

- b) free access to the libraries, with borrowing privileges, and
- c) access to Western campus recreation facilities at the fee level established by Campus Recreation.

Current and future retirees will be provided with b) and c) above as well as complimentary parking in accordance with the Parking and Traffic Regulation.

ARTICLE 46 – LEARNING, STAFF DEVELOPMENT AND TRAINING

46.01 PREAMBLE

The parties recognize the benefits and importance of a well-trained work force and acknowledge the organizational and individual benefits to be obtained through learning, staff development and training. Therefore, the parties agree to create the Learning, Staff Development and Training Committee, which shall exist to assist the Western’s planning and provision of initiatives in this area.

46.02 The parties recognize the importance of ongoing learning and the maintenance of skills in a dynamic work environment. They agree that learning, staff development and training includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning, committee and project participation. The parties recognize their joint responsibility in and commitment to active participation in the area of learning, staff development and training.

46.03 a) The Learning, Staff Development and Training Committee shall consist of two (2) representatives from Western and two (2) representatives from UWOSA and be responsible for addressing the planning of learning, development and training initiatives for staff.

b) The committee shall meet once per quarter or as mutually agreed. The University agrees to pay for time spent during

regular working hours for representatives of UWOSA attending such meetings.

- c) The parties agree that the responsibilities for learning and development will be shared between the employee and the University.
- d) The committee will address the planning of cross-campus (generic) learning and development initiatives for staff. The committee will conduct a needs assessment and a gap analysis of the future learning, staff development and training needs of staff.
- e) The purpose of the committee is to help the University in promoting an environment that supports continuous learning, staff development and training through:
 - i) reviewing annually the university's strategic plan and priorities;
 - ii) provide recommendations with respect to learning, staff development and training initiatives as part of the annual planning process; and
 - iii) develop guidelines for the development, implementation and evaluation of staff development learning initiatives.

46.04 The University will communicate with employees the various learning, staff development and training opportunities available to them.

46.05 An employee wishing to obtain training or staff development through Human Resources shall make such a request to the Dean, Budget Unit Head or designate. The Dean, Budget Unit Head or designate shall grant or deny the request at their own discretion, which discretion shall be reasonably exercised. Faculty/Administrative unit operating requirements shall be the major consideration in deciding whether to grant a request.

46.06 If the staff development or training through Human Resources is work-related, an employee whose request for training has been granted is entitled to time off with pay during regularly scheduled hours of work. In such case, the cost of the training shall be paid

for by the unit. If the training or staff development is not work-related, an employee whose request has been granted shall not be entitled to time off with pay unless the Dean, Budget Unit Head or designate agrees otherwise. In this latter case, the unit shall decide whether to pay for the training at its own discretion.

- 46.07** The University shall provide written notice to UWOSA office of all training programs prior to announcement and distribution to entire UWOSA membership.

ARTICLE 47 – CLOTHING ALLOWANCE

- 47.01** Where an employee is required by Western to wear safety footwear in the course of their work, Western will provide reimbursement of \$150 every twelve (12) months.

Employees new to Western who require safety footwear will be provided with the reimbursement on their second pay of their employment.

For each subsequent year thereafter, employees required to wear safety footwear will be provided with the reimbursement annually on the first pay period of each calendar year.

- 47.02** For positions which Western previously provided winter coats at the time of certification, Western shall continue to provide such coats on the cost sharing arrangements existing on the date of certification.

- 47.03** For employees who must wear Personal Protective Equipment (PPE), including safety eye wear in the course of their work, Western agrees to supply the PPE at no cost to the employee.

ARTICLE 48 – MERGER, AMALGAMATION OR CONSOLIDATION OF THE UNIVERSITY

48.01 Before any plans for the merger, amalgamation or consolidation of the University or its constituent parts is considered by the Board of Governors or the Senate, Western shall consult with UWOSA in a timely fashion, providing disclosure of such plans, if those plans may affect employees.

ARTICLE 49 – DURATION

49.01 This Agreement shall become effective upon the date of ratification by both parties and shall remain in force until 30 June, 2028.

49.02 This Agreement shall automatically continue thereafter for one (1) year and from year to year thereafter, unless either Party notifies the other in writing within the period of ninety (90) days prior to its expiry that it desires to amend or terminate this Agreement.

ARTICLE 50 – TUITION SCHOLARSHIP

50.01 Effective September 2002, the University will introduce a tuition scholarship program for dependent children of employees. The scholarship will be \$2,500 per annum with the following criteria/conditions:

- The UWOSA employee must be a Continuing or Sessional employee.
- 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; affiliated colleges are included).
- Accessibility to the tuition scholarship is limited to four years, though not necessarily consecutive years.

- Progression requirements must be satisfied to maintain eligibility. If the dependent does not progress, they must pay the cost required to re-establish the program.

50.02 An eligible dependent child will only be entitled to the maximum of \$2,500 per annum as outlined above.

ARTICLE 51 – CALL IN PAY

51.01 An employee who is required to report to work before their scheduled hours of work will receive a minimum of three (3) hours' pay at one and one-half times (1 1/2X) their base hourly rate.

ARTICLE 52 – STAND BY COMPENSATION

52.01 As an integral part of some employees' job responsibilities there is a requirement for stand-by assignments. Stand-by refers to the responsibility of a single, assigned employee to be on "stand-by" to respond to emergencies of a specific type, after hours of work.

52.02 During times an employee is on stand-by, the employee will be required to be available by pager or by phone and able to return to work in an emergency situation. The employee is obligated to be available and able to return to work in an emergency situation, within a reasonable period of time.

52.03 Employees on stand-by are expected to respond to pages or contact with a call to the number paged within twenty (20) minutes of the initial page/contact.

52.04 Employees fulfilling stand-by responsibilities after regular hours of work will be compensated at \$0.70 per hour.

ARTICLE 53 – TRAVEL

53.01 Employees shall be entitled to the rates set out in the Western Travel Policy.

53.02 Travel time to conferences and training opportunities, where attendance is voluntary, outside of the regularly scheduled hours of work will not be considered as time worked. Where possible, travel time will be scheduled during a regular work day. Departments/Faculties and Administrative Units will work collaboratively with staff to ensure that travel arrangements are as convenient as possible to the employee's personal schedule, without incurring unreasonable expenses.

ARTICLE 54 – GENERAL CONDITIONS

54.01 No employee shall be required to perform any duties of a strictly personal nature (picking up personal dry cleaning, caring for children or pets, personal shopping, etc.) not connected with the operations of the University.

ARTICLE 55 – SECONDMENTS

55.01 a) Employees may not apply for a Secondment opportunity during their first six (6) months working in a position.

b) Continuing or Sessional employees who are interested in a Secondment opportunity shall, prior to interview, seek approval from the immediate supervisor, Dean or Budget Unit Head to be released from the home department for the duration of the Secondment opportunity. Approval will be based on operational requirements of the unit. If the request for Secondment is denied, the employee shall be provided with the rationale in writing.

c) Secondments shall not be permitted to continue past twenty-four (24) months.

- d) The Employee shall be entitled to return to their position upon the end of the Secondment, unless the position no longer exists, in which case, they may exercise their rights under Articles 13 to 16, where applicable.

55.02 Secondments within the Bargaining Unit

- a) Where Western has identified a Term UWOSA position as an opportunity for Secondment, the posting will indicate that applications for Secondment to the role are welcome.
- b) An employee on Secondment will continue to accrue Service, Seniority and Vacation at their normal rate during the Secondment. The employee is eligible for any applicable negotiated salary increase, per Article 45.04 and 45.06, if the secondment was lateral. Effective the date of return to their original position, any applicable negotiated salary increase per Article 45.04 and 45.06 will be applied to the Continuing or Sessional salary rate, as at time of return.
- c) Employees retain the right to review the position description questionnaire (PDQ) from the home position and the seconded position as per Article 44, but only retain the right to Article 44.07 for the home position.

55.03 Secondments Outside of the Bargaining Unit

- a) An employee on Secondment shall continue to accrue Service.
- b) Benefit coverage will be adjusted in accordance with the Secondment position.
- c) If an Employee accepts a Secondment outside of the bargaining unit they will have all rights conferred by this Collective Agreement (including Seniority and Just Cause Protection) suspended until they return to the bargaining unit, and terms and conditions shall be those associated with the seconded position.

ARTICLE 56 – PAY EQUITY

- 56.01** Western and UWOSA acknowledge their respective responsibilities under the Pay Equity Act to establish and maintain compensation practices that provide for pay equity in accordance with Section 7 and related sections of the Pay Equity Act. To that end, the parties agree to disclose to each other information relevant to satisfying those obligations.
- 56.02** For the purposes of pay equity maintenance, the University will apply the JES2013 plan, as amended by the parties by mutual agreement, as the Gender Neutral Comparison System (GNCS) for the purpose of evaluating job classes and ensuring that female job classes within the bargaining unit continue to be compensated appropriately by reference to their respective male comparators.

APPENDIX A – TERM EMPLOYEES

1.00 A Term employee as defined by Article 42.01 c) is not subject to the following Articles:

- Article 10 – Seniority and Service Dates, except Article 10.01 b), 10.02 b), and 10.03 and Article 42.06
- Article 11 – Discipline and Discharge (except as provided for in Article 11.06)
- Article 13 – Layoff
- Article 14 – Displacement (other than as provided in Article 42.06)
- Article 15 – Recall Rights
- Article 16 – Preferred Placement
- Article 20 – Vacation (Employment Standards Act will apply)
- Article 22 – Educational Assistance Plan - except that term employees will be eligible for assistance under the usual terms under Article 22 as long as the course begins and ends during the expected duration of their employment.
- Article 24 – Sick Leave / Salary Continuance – But Term employees shall be entitled to five (5) days of sick leave with pay upon being appointed to a Term position for more than eight (8) months duration or upon completion of eight (8) full months of service in a specific Term appointment. Sick leave entitlement shall not be cumulative upon reappointment. Should a Term employee use any portion of their sick leave entitlement, satisfactory proof of illness must be provided to Employee Well-being Services, if requested.
- Article 29 – Political Candidacy, Reservist and Indigenous Political Leader Leave
- Article 30 – Reduced Responsibility
- Article 32 – Hours of Work and Overtime (except 32.03, 32.05, 32.07 and 32.11 from the effective date of ratification). The standard workweek for Term employees shall not be in excess of 40 hours.
- Article 33 – Deferred Salary Leave

Article 50 – Tuition Scholarship

- 2.00 Western may discharge a Term employee for any reason unless the discharge is shown to have been made in bad faith.
- 3.00 An application for employment from a Term employee made within six (6) months of the end of the employee's termination date shall be treated as an application from an "internal employee applicant" for the purposes of Article 12.03. The Term employee must submit an on-line application to Human Resources during the period of posting.

APPENDIX B – UPDATED CLASSIFICATIONS

The standard work week for classifications shall be between thirty-five (35) and forty (40) hours per week.

Accounting Assistant I	Dental Specialist
Accounting Assistant II	Dental Technician
Administrative Assistant I	Development Assistant
Administrative Assistant II	Driver II
Administrative Assistant III	Driver III
Administrative Assistant IV	Editorial Assistant I
Administrative Assistant V	Editorial Assistant II
Alumni Engagement Coordinator	Electronics Engineering Technician
Animal Care Assistant	Electronics Technician I
Animal Care Lead Hand	Electronics Technician II
Animal Care Specialist	Facilities Assistant I
Animal Care Technician I	Facilities Assistant II
Animal Care Technician II	Facilities Assistant III
Animal Care Technician III	Facilities Assistant IV
Animal Lab Specialist	Financial Assistant I
Apprentice Machinist	Financial Assistant II
Archives Assistant I	Financial Assistant III
Archives Assistant II	Fire Safety Technician I
Archives Assistant III	Fire Safety Technician II
Autoclave/Warewash Technician	Graduate Affairs Assistant I
Booth Attendant	Graduate Affairs Assistant II
Clinic Assistant	Graphic Specialist
Counselling Assistant I	Horticultural Specialist
Counselling Assistant II	Horticultural Technician
Course Book Assistant	Human Resource Assistant I
Course Book Coordinator	Human Resource Assistant II
Curriculum Administrator	Laboratory Supervisor I
Curriculum Assistant	Laboratory Supervisor II
Customer Service Representative I	Laboratory Supervisor III
Customer Service Representative II	Laboratory Technician I
Customer Service Representative III	Laboratory Technician II
Data Integrity Administrator	Library Assistant III
Dental Assistant I	Library Assistant IV
Dental Assistant II	Library Assistant V
Dental Assistant III	Library Assistant VI
	Machinist I

Machinist II
Machinist III
Media Specialist
Media Technician I
Media Technician II
CSES Communications Operator
Program Assistant I
Program Assistant II
Program Coordinator I
Program Coordinator II
Purchasing Assistant I
Purchasing Assistant II
Purchasing Assistant III
Receptionist I
Receptionist II
Rental Clerk
Research Assistant
Research Technician I
Research Technician II
Research Technologist
Residence Clerk
Residence Safety Assistant
Retail Sales Associate I
Retail Sales Associate II
Retail Sales Associate III
Service and Maintenance
Coordinator
Shipper/Receiver I
Shipper/Receiver II
Shop Assistant
Software License and Training
Coordinator
Stores Assistant I
Stores Assistant II
Stores Assistant III
Stores Assistant IV
Stores Coordinator
Stores Supervisor
Student Central Assistant
Technical Specialist I

Technical Specialist II
Technical Specialist III
Technical Specialist IV
Telecom Assistant
Telecom/Network Technician II
Telecom/Network Technician I
Undergraduate Assistant

The parties agree that job classes will be grouped into the following five (5) job families:

1. Student Services
2. Research Services
3. Library Services
4. Infrastructure
5. Administrative Services

Western will provide all UWOSA members an updated list as per Article 44.06.

* New classifications may be added to the table above if identified during the life of the collective agreement.

APPENDIX C – FACULTY/ADMINISTRATIVE UNITS

Animal Care and Veterinary Services
Campus Safety and Emergency Services
Centre for Teaching and Learning
Dentistry
Don Wright Faculty of Music
Facilities Management & Parking
Faculty of Arts and Humanities
Faculty of Education
Faculty of Engineering
Faculty of Health Sciences
Faculty of Information and Media Studies
Faculty of Law
Faculty of Science
Faculty of Social Science
Financial Services
Housing and Ancillary Services
Human Resources Services
Institutional Planning & Budgeting
Ivey Business School
Medicine
Office of Equity, Diversity and Inclusion
Office of Indigenous Initiatives
Office of the Registrar
School of Graduate and Postdoctoral Studies
Student Experience
VP – University Advancement
VP – Research
Western Continuing Studies
Western Libraries
Western Technology Services

APPENDIX D – END OF YEAR CLOSING CHART

Ye ar	S u n	M on	T u e	W ed	Th urs	F ri	S a t	S u n	M on	T u e	W ed	Th urs	F ri	S a t
1	C	C*	B *	D	P	N *		N						
2		C	B	D	D	P			N					
3		D	C	B	D	D			P	N				
4				C	B	D			D	P	N			
5					C	B			D	D	P	N	D	
6						C	B		B*	D	D	P	N	
7							C	B	C*	B *	D	P	N *	N

- | | | | |
|----|------------------------|----|--------------------------------|
| C | Christmas | P | Presidents Day |
| C* | Christmas observed on | D | Designated Day (Article 21.05) |
| B | Boxing Day | N | New Year’s Day |
| B* | Boxing Day observed on | N* | New Year’s Day observed on |

**APPENDIX E – UWOSA STAFF LEVELS AND JES2013 POINT BANDS
(LEVELS)**

BAND	POINTS
J	171-243
K	244-316
L	317-389
M	390-462
N	463-535
O	536-608
P	609-681

APPENDIX F – TRANSFER OF WORK IVEY

Letter of Understanding
Between
The University of Western Ontario (UWO)
and
The University of Western Ontario Staff Association (UWOSA)

The parties agree that the Union/Management Committee will review at each scheduled meeting during the life of this collective agreement if there has been any transfer of work from the UWO to Richard Ivey School of Business Foundation.

The parties agree that employees of Richard Ivey School of Business Foundation, engaged in work relating primarily and directly to the Executive development Program and Ivey Case Publishing are not covered by this collective agreement.

They further agree that Richard Ivey School of Business Foundation shall not employ anyone who would otherwise be covered by this agreement if they were employed by the UWO, other than as set out above.

APPENDIX G – CAREER PROGRESSION FOR UWOSA MEMBERS

Letter of Understanding

Between

The University of Western Ontario (UWO)

and

The University of Western Ontario Staff Association (UWOSA)

Re. Career Progression for UWOSA Members

Western University and the UWO Staff Association agree that encouraging the advancement of employees is a key element of employee engagement and retention.

Consistent with that understanding, the parties agree to the following measures to assist members of UWOSA in advancing their University careers.

1. With respect to the introduction of software for testing, and the availability within that software of tutorials, employees will be provided with access to the tutorials contained within the software employed by Western to facilitate preparation for testing in connection with application(s) for vacancies under the Collective Agreement.
2. The University will provide information sessions three times per year for UWOSA members in respect of the following:
 - A session on careers at Western which will explain to employees what skills, abilities and qualifications are required for advancement opportunities within the University;
 - An orientation session for employees with respect to what is involved in the interview and selection process for positions
3. With respect to encouraging the use of secondments, the University will, within twelve (12) months of the date of ratification of this Collective Agreement, select three units to actively encourage the use of secondments as a means of staffing temporary positions.

APPENDIX H – APPRENTICESHIP PROGRAM – GENERAL MACHINIST

Memorandum of Agreement
Between
The University of Western Ontario
And
The University of Western Ontario Staff Association

Re: Apprenticeship Program - General Machinist

Whereas, the University Machine Shop in the Faculty of Engineering employs a number of General Machinist and similar skilled trades; and

Whereas, the University Machine Shop has the capacity to offer appropriate work experience for a General Machinist Apprenticeship; and

Whereas, under a General Machinist Apprenticeship program, individuals would be provided with an opportunity to learn a trade, obtain training, and gain experience under the guidance of a journeyman and would acquire the skills, knowledge and work experience to become a Certified General Machinist;

The parties therefore agree to the following, without prejudice to any other matters which may arise between the parties:

Definition of Apprentice

An Apprentice is defined as a person who is employed for the purpose of becoming a licensed General Machinist, and who enters into an agreement with the University to serve the terms and conditions of a registered General Machinist Apprenticeship with the Ontario Ministry of Colleges and Universities.

Duration of the Program

The duration of the Apprentice Program for each Apprentice would not exceed 4 years (or 8,000 hours), including related and classroom training.

Employment Status of Apprentices

During the duration of the apprenticeship program, the apprentice will be considered to be a Continuing Employee under the UWOSA Collective Agreement.

Recruitment of Apprentices

The University shall have the sole authority to determine the number of apprenticeship positions and to hire into these positions. Vacancies for apprentices shall be posted in accordance with 12.03. If there is no qualified employee applicant, the University may fill the position from any source.

Wages

Detailed job descriptions, in a format similar to all other UWOSA represented positions are prepared and evaluated in accordance with Schedule A and Article 44 to determine the appropriate compensation for the incumbent. Wages and benefits are provided in accordance with Article 45.

Instructional Training

The parties acknowledge that an Apprentice will be required to attend instructional training as provided for by the Ministry of Colleges and Universities to complete required modules. Should such training time conflict with the Apprentice's scheduled hours of work, the Apprentice will be placed on a leave of absence without pay during this period of time.

Completion of the Program

Apprenticeship Training Standards will follow guidelines set out by the Ministry of Colleges and Universities. Quarterly evaluations will be completed by the journey person(s) overseeing their work and the Machine Shop Coordinator or their designate.

Should such a review reveal unsatisfactory progress, either in practical or related classroom instruction on the part of the apprentice, the University may cancel the apprenticeship agreement with the employee by providing notice or pay in lieu of notice in accordance with the Employment Standards Act. If the apprentice was a Continuing or Sessional employee immediately prior to acceptance as an apprentice, they shall be entitled to notice or pay in lieu of notice as outlined in Article 13.02.

Upon successful completion, the apprentice would have the opportunity to apply for a Continuing or Sessional General Machinist vacancy in accordance with Article 12, if such a vacancy does exist.

OR,

have their employment terminated, without regards to Articles 11 to 16 inclusive if there is no Continuing or Sessional General Machinist vacancy or they are unsuccessful in their application. However, an employee terminated under such circumstances will be given Seniority credit for the years employed as an apprentice should they be rehired as a journeyman within 12 months of their termination. If the apprentice was a Continuing or Sessional employee immediately prior to acceptance as an apprentice, they shall be entitled to exercise Recall Rights under Article 15 upon termination.

APPENDIX I – TRANSFER OF WORK SCHULICH

Letter of Understanding
Between
The University of Western Ontario
-and-
The University of Western Ontario Staff Association

During the life of this collective agreement, the parties agree that, at each of its scheduled Union/Management meetings, UWO will report on the status of any new or replacement positions that are of a continuing or sessional status, within the Clinical Departmental Offices of the Schulich School of Medicine & Dentistry at London Health Sciences Centre. In addition, UWO will report any new or replacement term positions that have been filled, within the Clinical Departmental Offices of the Schulich School of Medicine & Dentistry at London Health Sciences Centre.

The parties further agree that decisions regarding the hiring of continuing, sessional or term positions within the Clinical Departmental Offices of the Schulich School of Medicine & Dentistry will be made on the basis of the work to be performed. UWOSA eligible positions, whose primary purpose is the support of University-related educational activities, whether those activities occur in the University or a Hospital setting, will be bargaining unit positions.

APPENDIX J – VIDEO MONITORING

Letter of Understanding
Between
The University of Western Ontario
-and-
The University of Western Ontario Staff Association

During the life of this collective agreement, the parties agree that UWO will provide to UWOSA on a quarterly basis a list of the general locations (number of cameras, building, floor and department – see example) of all known video monitoring devices in the workplace. Despite this, the UWO is not obliged to disclose the location of video monitoring devices which are utilized for specific investigations of employee misconduct, which use of video monitoring devices will comply with Article 18.03; and/or excluding sensitive scientific and secure areas. It is understood that these devices will not be used for performance evaluation purposes.

The below is an example:

Building	Floor	Dept	Total cameras
UCC	LOWER	BOOKSTORE	6
	LOWER	STUDENT HEALTH	2
SOCIAL SCIENCE	FOURTH	ECONOMICS	2
CHEMISTRY		PARKING LOT	1

APPENDIX L – IMPLEMENTATION OF THE JOB EVALUATION SYSTEM (JES2013) AND POINT BANDS (LEVELS)

Letter of Understanding
Between
The University of Western Ontario (UWO)
And
The University of Western Ontario Staff Association (UWOSA)

Re: Implementation of the Job Evaluation System (JES2013) and Point Bands

The University and UWOSA agree that the Job Evaluation System (JES2013) and point bands will be jointly approved. Representatives from both parties will meet monthly to hold discussions on the Job Evaluation System and point bands in place.

The implementation process for those hired prior to July 1, 2017 will be as follows:

The University shall complete the following:

- 1) For each incumbent employee in each position for which there was a PDQ completed between January 1, 2014 through June 30, 2017, the University shall:
 - a) Determine the total evaluation points for the position as per Article 44.01 using the agreed upon rater guidelines in Schedule A.
 - b) Determine the point band that the incumbent's position is aligned according to Appendix E.
 - c) Determine the compensation range applicable to the point band according to Chart 1 below.

- d) Determine the step closest to, but not below, the incumbent employee's compensation rate at June 30, 2017 in the compensation range determined in c) above.
 - e) Within 90 days of ratification of this agreement, prepare detailed correspondence to each Dean, Budget Unit Head or designated supervisor and to the each incumbent, including their original PDQ, the notes from the evaluation, the rate of pay determined in 1 d) and any retroactive pay applicable, job classification as well as deadlines for an appeal of the evaluation.
- 2) Active Continuing and Sessional employees, for whom a PDQ was submitted between January 1, 2014 through June 30, 2017, will be retroactively compensated to the date stamped by the Dean Office, Budget Unit Head, or designated supervisor.
- a) For any retroactive pay for periods before July 1, 2016, the rate determined in 1 d) will be reduced by 1% to apply to the period from July 1, 2015 to June 30, 2016; a further 1% to apply to the period from July 1, 2014 to June 30, 2015; and a further 1.25% to apply to the period from January 1, 2014 to June 30, 2014.
 - b) Retroactive compensation, including adjustments, if any, effective July 1, 2017 in accordance with article 45.06 a), shall be paid in the next pay period following confirmation of the employee's agreement with the point band assignment. Should no confirmation be received, retroactive compensation shall be paid in the next pay period following the latter of the period for appeal as set out in 44.06 or the date that the decision of the referee is received by Human Resources.
 - c) Where an employee for whom a PDQ was completed and submitted between January 1, 2014 and June 30, 2017, is on an unpaid leave of absence, in receipt of long term disability benefits, or in receipt of parental or maternity benefits, they

shall be paid retroactive pay , including adjustments, if any, effective July 1, 2017 in accordance with article 45.06 a), on the date determined in 2 b). Should the incumbent employee be concerned regarding the impact of the retroactive payment on insured or government benefits that are payable, the employee may elect the payment to be deferred until their return to work.

- d) Pension contributions for members who remain a member of the Pension Plan for Administrative Staff at the date in 2 b), shall be payable on retroactive pay subject to the limit permitted by the Income Tax Act.
 - e) Any employee whose hourly compensation rate exceeds the appropriate Long Service Maximum outlined in Chart 1 below, Article 45.05 b) shall apply.
 - f) Any UWOSA Continuing and Sessional employees, including those on LTD and no-pay leave, between January 1, 2014 through June 30, 2017 for whom a PDQ was not submitted by June 30, 2017, will be retroactively compensated, if required, to June 30, 2017. Retroactive pay, including adjustments, if any, effective July 1, 2017 in accordance with article 45.06 a), will be paid on the date determined in 2 b).
- 3) Prepare communication sessions to be delivered several times over several weeks and allow release time for union members to attend sessions to learn about the transition to the new banding, job classes, compensation schedules, progression through the range and the appeal process.
 - 4) Encourage supervisors of members who have not yet completed PDQs for members to submit them for evaluation against the new plan by November 30, 2017. The University will continue to

complete steps 1) and 2) until all those who were a member of the bargaining unit as of July 1, 2017 have received detailed correspondence.

- 5) If as of, November 30, 2017, there remains outstanding any PDQs from 4), the University shall use the most recent information on file with respect to the position and recommend a job class with reference to the profiles developed for each class- The supervisor and incumbent for such positions will receive similar information as outlined in sections 1) above. No employee shall receive a reduction in pay. In this case, the compensation adjustment per 45.06 a), effective July 1, 2017, if any, shall be paid by December 31, 2017.
- 6) An inactive employee for whom a PDQ was completed and submitted between January 1, 2014 and June 30, 2017, and has since terminated or retired, will receive any retroactive pay in a lump sum, minus statutory deductions, following ratification of this collective agreement.
- 7) If an employee has changed positions, between January 1, 2014 through June 30, 2017, each position will be evaluated and they will receive retroactive compensation, if applicable, for each position that work was performed that resulted in a change resulting in retroactive adjustments.
- 8) For each incumbent employee who, as of June 30, 2017, was being paid at the Normal Maximum of the salary range per Appendix W through Z of the 2013-2017 Collective Agreement for their job classification for a minimum of 4 years, will be entitled, effective January 1, 2018 to either:
 - a) a movement to the Long Service Maximum compensation rate, related to the level that their position is evaluated, per Appendix W, provided that their placement on the wage grid as per 1) d) is the Normal Maximum for the level.
 - or

- b) a progression through the range adjustment as per article 45.04, provided that their placement on the wage grid per 1) d) is less than the Normal Maximum

Employees hired following the ratification date will follow the process outlined in Article 44 of the New Collective Agreement.

Chart 1							
Grade	Min.	Step 1	Step 2	Step 3	Step 4	Normal Max	Long Serv. Max
J	17.43	18.04	18.66	19.27	19.89	20.50	21.22
K	19.00	19.67	20.34	21.01	21.68	22.35	23.13
L	20.52	21.24	21.97	22.69	23.42	24.14	24.98
M	23.20	24.02	24.83	25.65	26.47	27.29	28.25
N	25.39	26.29	27.18	28.08	28.97	29.87	30.92
O	26.00	26.92	27.84	28.75	29.67	30.59	31.66
P	27.68	28.65	29.63	30.61	31.58	32.56	33.70

APPENDIX M – ARTICLE 32 – HOURS OF WORK

Letter of Understanding
Between
University of Western Ontario
And
The University of Western Ontario Staff Association (UWOSA)

Re. Article 32 – Hours of Work and Overtime

The parties agree that during the life of this Collective Agreement, they will meet to discuss instances where notice of a change of schedule has not been given because of reasons beyond the control of the Employer. This meeting will take place within two (2) working days of notice being given to the Employer by the Union.

APPENDIX Q – ARTICLE 2 – RECOGNITION

Letter of Understanding
Between
The University of Western Ontario (UWO)
And
The University of Western Ontario Staff Association (UWOSA)

Re: Article 2 - Recognition

The parties agree that

For the purposes of Article 2.01 (h), an employee shall be considered to be “regularly employed” for more than 24 hours per week when the employment contract specifies the hours of work per week are in excess of 24 hours, or when the employee works more than 24 hours per week in at least nine (9) weeks in any consecutive seventeen (17) week period.

APPENDIX W – UWOSA HOURLY COMPENSATION RATE – EFFECTIVE JULY 1, 2024

UWOSA Hourly Compensation Rate - Effective July 1, 2024

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level J	20.36	21.06	21.79	22.50	23.22	23.94	24.78
Level K	22.17	22.97	23.75	24.53	25.32	26.10	27.01
Level L	23.96	24.81	25.64	26.49	27.34	28.19	29.18
Level M	27.10	28.05	29.00	29.95	30.90	31.86	32.98
Level N	29.65	30.69	31.74	32.78	33.83	34.88	36.10
Level O	30.37	31.44	32.51	33.59	34.66	35.73	36.97
Level P	32.31	33.45	34.60	35.75	36.89	38.03	39.35

APPENDIX X – UWOSA HOURLY COMPENSATION RATE – EFFECTIVE JULY 1, 2025

UWOSA Hourly Compensation Rate - Effective July 1, 2025

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level J	20.77	21.48	22.23	22.95	23.68	24.42	25.28
Level K	22.61	23.43	24.23	25.02	25.83	26.62	27.55
Level L	24.44	25.31	26.15	27.02	27.89	28.75	29.76
Level M	27.64	28.61	29.58	30.55	31.52	32.50	33.64
Level N	30.24	31.30	32.37	33.44	34.51	35.58	36.82
Level O	30.98	32.07	33.16	34.26	35.35	36.44	37.71
Level P	32.96	34.12	35.29	36.47	37.63	38.79	40.14

**APPENDIX Y – UWOSA HOURLY COMPENSATION RATE – EFFECTIVE
JULY 1, 2026**

UWOSA Hourly Compensation Rate - Effective July 1, 2026

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level J	21.19	21.91	22.67	23.41	24.15	24.91	25.79
Level K	23.06	23.90	24.71	25.52	26.35	27.15	28.10
Level L	24.93	25.82	26.67	27.56	28.45	29.33	30.36
Level M	28.19	29.18	30.17	31.16	32.15	33.15	34.31
Level N	30.84	31.93	33.02	34.11	35.20	36.29	37.56
Level O	31.60	32.71	33.82	34.95	36.06	37.17	38.46
Level P	33.62	34.80	36.00	37.20	38.38	39.57	40.94

**APPENDIX Z – UWOSA HOURLY COMPENSATION RATE – EFFECTIVE
JULY 1, 2027**

UWOSA Hourly Compensation Rate - Effective July 1, 2027

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level J	21.61	22.35	23.12	23.88	24.63	25.41	26.31
Level K	23.52	24.38	25.20	26.03	26.88	27.69	28.66
Level L	25.43	26.34	27.20	28.11	29.02	29.92	30.97
Level M	28.75	29.76	30.77	31.78	32.79	33.81	35.00
Level N	31.46	32.57	33.68	34.79	35.90	37.02	38.31
Level O	32.23	33.36	34.50	35.65	36.78	37.91	39.23
Level P	34.29	35.50	36.72	37.94	39.15	40.36	41.76

Schedule A - JES2013 Job Evaluation Plan
Revised July 1, 2017

The Plan Structure

FACTOR / SUB FACTOR	NO. OF POSSIBLE RATING CHOICES
Factor 1 – Skill	
Sub-Factor 1.1 - Applied Reasoning And Analytical Skills	1-6
Sub-Factor 1.2 - Interpersonal Skills	1-5
Sub-Factor 1.3 - Education Experience	1-8 1-6
Sub-Factor 1.4 – Physical Skill/Dexterity	1-4
Factor 2 - Effort	
Sub-Factor 2.1 - Physical Effort	1-5
Sub-Factor 2.2 - Mental Effort	1-5
Factor 3 - Responsibility	
Sub Factor 3.1 – Planning and Coordination	1-5
Sub-Factor 3.2 - Responsibility For Others	1-5
Sub-Factor 3.3 - Accountability For Decisions And Actions Affecting People, Resources, Information And Safety Of Others	1-5
Factor 4 - Working Conditions	
Sub-Factor 4.1 - Psychological Environment	Matrix 1-5
Sub-Factor 4.2 - Physical Environment/Risk To Health And Safety	1-5

FACTOR 1 SKILL

SUB-FACTOR 1.1 APPLIED REASONING AND ANALYTICAL SKILLS

Most jobs require employees to understand, collect, interpret and analyze different kinds of information, to identify and solve problems, and take action. This sub-factor measures the range and complexity of skills and knowledge applied to information and situations. It further measures the job's requirement to search for and/or classify and/or interpret information of different levels of complexity, as well the level of theoretical or technical complexity of materials used and/or composed (e.g., written, graphic, schematics).

In the application of this sub-factor consider:

- the degree of specialization of material (e.g., use of specific vocabulary or codes)
- the skill required to set out and assist in the process of reasoning and/or conveying information (e.g., filling out forms, editing and proofreading, file documentation, note-keeping, authoring specialized reports)
- the skill in using numbers for calculation, formulae, equations and specialized mathematical functions, such as accounting
- the scope of information gathering, processing, analysis and interpretation required in the job
- the skill in operating a computer, using software packages/programs/applications
- the requirement to develop new things or design solutions to problems of varying levels of complexity

Note: If the job requires working in a second language then add one half level to the assigned evaluation. For example if the chosen evaluation level below is 3 and the work also requires working in a second language then the chosen level will be 3.5.

Please Note: the examples shown for each of the levels are illustrative.

Level	Applied Reasoning and Analytical Skills Descriptors
1	The job requires applying known solutions to straightforward and readily understood problems.

Level	Applied Reasoning and Analytical Skills Descriptors
	Working with readily accessible information and following easily understood established procedures, detailed instructions and/or operations.
2	<p>The job requires identifying problems and analyzing situations using established procedures; solving problems or selecting solutions from among an existing set of solutions (some choice of action).</p> <p>Requires gathering information from a few known sources, and/or retrieving files; writing or selecting fields to fill in forms and/or keep records (input of existing data); calculations not including complex formulae; performing maintenance or minor repairs based on application of a checklist. <i>Basic or intermediate use of a few software applications.</i> Examples of problems solved include identifying missing or mismatched data or elements.</p>
3	<p>The job requires identifying problems and analyzing situations and/or information using standard criteria; solving problems by selecting from within a framework of customary practice.</p> <p>Requires gathering information using a number of systems or sources.</p> <p>Typically requires some combination of the following:</p> <ul style="list-style-type: none"> • composing formal notes and records; • application of standard methods, • use of standard mathematical skills, (e.g., formulae and/or equations), including generation of standard accounting reports; • <i>intermediate-level use of several software applications</i> • application of standardized technical/ scientific procedures with some modification to produce routine experiments/ materials/equipment repairs or maintenance; • use of scientific symbols or terminology (legal, medical, etc.), where full understanding of the content is not required.
4	<p>The job requires identifying problems and analyzing situations and/or information using a range of criteria and guidelines; developing solutions in response to problems that are somewhat complex and may be recurring.</p> <p>Requires gathering material and information using complex multiple systems or considering multiple variables.</p>

Level	Applied Reasoning and Analytical Skills Descriptors
	<p>Typically requires some combination of the following:</p> <ul style="list-style-type: none"> • editing or adapting of written and/or graphic materials (requiring knowledge of subject matter); • <i>advanced-level use of specialized software applications;</i> • applying knowledge to process, interpret and analyze data (quantitative or qualitative), or develop reports; • demonstrating subject materials within set objectives without assessment of learning; • executing complex, multi-step research protocols; or application of technical/ scientific procedures to produce complex equipment/ materials or resolve malfunction.
5	<p>The job requires identifying problems and analyzing complex situations; evaluating complex information; developing complex solutions in response to problems.</p> <p>Requires gathering and processing complex information from a range of sources and/or eliciting/generating some new data; comprehension of complex specialized, legal/regulatory and/or technical materials.</p> <p>Typically requires some combination of the following:</p> <ul style="list-style-type: none"> • applying creativity to complex projects, usually refinement of existing processes • composing specialized written or graphic materials; • demonstrating/ instructing subject materials within set objectives, including assessment of techniques carried out by others ; • participating with a team in the development of research protocols; • modifying/adapting research protocols, application of complex, technical/ scientific procedures with extensive designing or modification to produce complex experiments/ materials/equipment; • application of complex statistical procedures or formulae.
6	<p>The job requires identifying complex problems by applying sophisticated analytical methods and procedures (analysis and interpretation of data or research results); developing solutions (often innovative) in response to problems that are extremely complex and may be unique.</p>

Level	Applied Reasoning and Analytical Skills Descriptors
	<p>Requires probing for information to determine the true nature of the problem or information sought; eliciting/generating new data or equipment. Originates new or improved methodology, procedures or products as part of a larger creative effort.</p> <p>Typically requires some combination of the following:</p> <ul style="list-style-type: none"> • organizing and composing specialized reports, plans, policy-related documents or conceptual teaching/learning/research materials/ equipment; • conceptualizing and producing complex technical/scientific protocols, materials or equipment; • application of financial analysis, planning and forecasting.

Application guidelines:

1. **Level 2.5:** Assign this level to jobs that require producing posters containing announcements or information or other documents based upon existing layouts or pre-established components and use existing artwork (e.g., clip art) that the employee pastes/drops and /or resizes.

2. **Level 3:**
 - “Application of standardized technical/ scientific procedures with some modification to produce routine experiments/ materials/equipment repairs or maintenance includes “performing maintenance of equipment/machinery or facility requiring some judgment about options on actions”.
 - “Composition of formal notes and records” includes recording or synthesizing of factual information (e.g. taking minutes at a meeting).

3. **Level 4:**
 - “Editing or adapting of written and/or graphic materials” includes creating original graphic design that is straightforward or editing original content that is complex.
 - Where content is promotional/informative, it must require applying knowledge of topic.

- Assessment of employee needs for job related procedures.
- Application of standardized technical procedures with some modification to produce complex equipment, may include designing equipment using standardized technical procedures.

4. Level 5: “Composing specialized written or graphic materials” when applied to graphics, must involve original graphic content that is complex, e.g., creating template icons that can be dropped in and be put into a library of graphic images for use by others.

SUB-FACTOR 1.2 INTERPERSONAL SKILLS

This sub-factor measures the job’s requirement to communicate effectively with people both within and outside of the organization. This sub-factor considers the skills involved in the range of interactions required to achieve job objectives.

Note: If the job requires **basic verbal or gestural** interactions (exchanging simple, factual information) in another language (e.g., French, American Sign Language), increase rating by ½ level. If the job requires **complex** verbal interactions (e.g., performance of full range of duties) in another language, increase rating by 1 full level.

Level	Interpersonal Skill Descriptors
1	<p>Interactions require common courtesy, effective listening and comprehension skills, and the ability to work cooperatively with others.</p> <p>Awareness of representing the University. Gives or asks basic directional information and/or responds to straightforward inquiries. Contacts are incidental to the job.</p>
2	<p>Interactions require tact and patience, and the ability to identify and respond to basic needs or requests.</p> <p>Exchanges detailed basic technical, scientific or administrative information as a normal part of getting the job done. Interactions also require some of the following: demonstrating procedures, resolving minor conflicts/complaints, or relaying information to others (which may not be well received). The incumbent can refer or confer on a difficult or challenging interpersonal situation. Includes regular contact with the public, students and faculty within own unit and/or other units in order to exchange factual information and /or to provide a range of options.</p>

Level	Interpersonal Skill Descriptors
3	<p>Interactions require the ability to identify needs or requests (beyond straightforward) and to provide recommendations for action or formal instruction, or overcome resistance to gain the cooperation of others.</p> <p>Interactions also require some of the following: giving explanations of specialized matters (terminology or expressions) in non-technical terms; demonstrating a set of applied skills to an individual or group where the trainer must ensure that the trainee(s) understands and can perform the tasks/skills; student advising; and attempting to resolve or address a difficult or challenging interpersonal situation/issue before it can be referred to others or conferred on with others. Requires securing co-operation or approval of matters and/or compliance with established University policy or procedures.</p>
4	<p>Interactions require the ability to identify and respond effectively to needs and requests that are difficult to determine (requires probing for information, including in-depth interviewing).</p> <p>Interactions also require some of the following: persuasion, influence, or motivation to gain the cooperation/coordination of others. Must consider the feelings and motives of others and respond appropriately. May explain ideas or concepts related to highly complex or controversial issues. May require formal negotiation skills or achieving cooperation where the issues are somewhat complex and the outcome not contentious. Considerable tact and persuasion are often required, and the maintenance of good relations to achieve a desired result.</p>
5	<p>Interactions require a regular use of highly developed and proven effective persuasion and/or negotiation skills where the issues are complex, communication is difficult, and/or the outcome contentious.</p> <p>Communication skills involve the use of discretion, diplomacy and highly persuasive negotiation skills where co-operation is not readily forthcoming.</p>

Application guidelines:

1. Duties performed as regular ‘back up’ for another position, if required should be counted here.

2. Level 3:

- “Attempting to resolve or address a difficult or challenging interpersonal situation” includes identifying the problem being presented by an internal or external client and offering (or recommending) the best known solution.
- In order to qualify for a Level 3, the job must require interactions beyond straightforward AND either a.) Providing recommendations OR b.) Overcoming Resistance.

SUB-FACTOR 1.3 EDUCATION AND EXPERIENCE

This sub-factor measures a combination of education and relevant job-related experience required by the job. Job evaluation is a separate process from recruitment and selection. The job evaluation process considers the **minimum combination of both formal education and directly related experience required to be hired into the job and become competent in performing the duties of the job to ensure the smooth flow of work.** This requirement is based on current educational programs, rather than what the incumbents bring to the job.

The first component, Education, measures the minimum level of formal education (or the equivalent of formal education) that is required for someone being hired into the position. It is recognized that some incumbents will not have this formal education but will have developed the necessary skills and competencies through experience. Some incumbents may have more than the required formal education.

With the Education component already determined, the second component measures the experiential knowledge gained through a combination of prior work experience and on the job training required to perform the essential techniques and skills required by the job. Calculate the minimum experiential knowledge by determining the:

1. Minimum prior job related experience 2. On-the-job training required for the incumbent to be exposed to the full scope of the job and be able to function independently.

EDUCATION	EXPERIENCE					
Minimal educational level required	Minimum experiential knowledge required					
	Six months or less	More than six months and up to & including 1 year	More than 1 year and up to & including 2 years	More than 2 years and up to & including 4 years	More than 4 years and up to & including 6 years	More than 6 years
Partial completion of high school	A1	A2	A3	A4	A5	A6
High school diploma	B1	B2	B3	B4	B5	B6
High school diploma plus up to 1 year of courses in a job-related field (such as vocational, office administration and technical, coursework.	C1	C2	C3	C4	C5	C6

1 year community college (certificate/ diploma) or equivalent program of study**	D1	D2	D3	D4	D5	D6
2 year community college program diploma) or equivalent program of study**	E1	E2	E3	E4	E5	E6
3 year community college program or 3 year Bachelor's degree	F1	F2	F3	F4	F5	F6
4 year University Graduation requiring a specific degree of study in a related field	G1	G2	G3	G4	G5	G6

Master's degree or equivalent professional designation (e.g., CMA)	H1	H2	H3	H4	H5	H6
--	----	----	----	----	----	----

**For formal apprenticeship programs, sum the required classroom hours, using 300 hours as the calculation for typical two-semester community college year (ten 30-hour half courses per year). Typically apprenticeship hours are 10% of the total hours of a program, with the remaining time to be counted in the Experience component.

Application guidelines:

To determine the appropriate combination of education and job-related experience required by the job, refer to the chart on the previous page and complete the following steps:

1. Under the column marked **Minimum Formal Education**, select the appropriate level of formal education (or the equivalent) required for someone being hired into the position.
2. Positions which require an additional diploma or certificate (e.g., post-Bachelor's) receive credit for the period of study by adding to the pre-job experience based on a one-to-one correspondence with the length of the full-time program (or length of the program expressed as a full-time equivalent).
3. Determine the number of months/year(s) of directly relevant **Previous-Job Experience** required for someone to be hired into the job. Use the low end of the range chosen (e.g., if 2 to 4 years is selected, use 2 years as the basis of the calculation for step 6).
4. Determine the amount of additional **On-the-Job Training** required to carry out the responsibilities of the job. This additional on-the-job training is to be expressed in months to reflect the business and/or academic cycle.
5. Add together the total number of months/year(s) chosen in Step 3 and Step 4.
6. Locate the appropriate box on the chart above to determine the level for this subfactor.

Sub Factor 1.4 Physical Skill/Dexterity

This sub-factor measures the amount of dexterity and coordination (i.e. physical skill) required to carry out the responsibilities of the job. When measuring this factor consider the job's requirement for large and small muscle movement, coordination (e.g., hand-eye, eye-foot and/or ear-hand coordination), use of tools to manipulate and/or repair equipment, precision movement and the requirement for speed.

Note that this sub-factor does not measure the fatigue resulting from the use of physical skills, which measurement occurs in the sub-factor, physical effort.

LEVEL	Physical Skill and Dexterity Descriptors
1	Some coordination required: The duties of the position require a limited combination of any of the following: moving or handling persons/animals, handling, or use of equipment, tools or instruments; may require basic keyboarding. Limited training required to learn the physical skills involved.
2	Some training required to perform exact and precise movements: The duties of the position require a combination of some of the following skills required for moving or handling persons/animals; use of equipment, tools or instruments; or advanced keyboarding or keypad use requiring speed and accuracy.
3	Some training required to perform duties with a high degree of precision The duties of the position require a high degree of precision in the use or handling of persons/animals; delicate instrumentation; or equipment where close tolerances are required.
4	Specific training required to develop exceptional muscle control (e.g., for surgery on small animals, lab or bench work involving extremely small and delicate elements, etc.)

Application guidelines: This subfactor measures the skill level required to execute the tasks of the job. Fatigue from use of coordination and dexterity is measured in the subfactor on Physical Effort.

1. A higher skill level is required to sustain accurate muscle movements over time than to perform an action once. Examples of sustained accurate movements: periods of data entry without breaks to enter running text, use of a drill or hammer for 20 minutes at a time, athletic routines, continuous filling of pipettes in a lab, continuous and repetitive placement of items on a food belt line.
2. Operation of standard office equipment such as basic use of photocopier, telephones, printers and fax machines is considered to require Level 1 physical skills. Photocopier/printer troubleshooting and maintenance is considered at Level 2.
3. Operation of dictation equipment requiring sustained coordination of pedal/buttons, hand-eye, or hand-eye-foot and hand/ear is considered at Level 3.
4. The requirement in a job for use of a full keyboard or other equipment with accuracy of keystrokes or other precise movements matches the criterion of “exact and precise movements,” regardless of whether formal training is recorded as required.
5. **Level 1:** “Basic keyboarding” refers to keyboarding to create emails and short messages.
6. **Level 2:**
 - “Advanced keyboarding or keypad use requiring speed and accuracy” includes tasks such as producing longer correspondence or documents where the employee is creating as they type, producing documents from notes, or producing accurate information. E.g. ,
 - Financial information.
 - Booking information.
 - Use of lifts / lifting aids (e.g. pump lift) within a storage environment where precision is required.
7. **Level 2.5:** Assign for a position where production keyboarding such as data entry (numerical or text) - (Example: data entry requiring accuracy and precision which is time sensitive and occurs for more than 2 hours in

a given day) and requires sustained accuracy. Examine data entry / minute production.

8. Level 3:

- Use of lifts / lifting aids (e.g. lift truck or forklift) where close tolerances are required.
- Use of surgical equipment on non-live samples for purpose of dissection

9. Level 4:

- Assign this level to a job that requires a high degree of precision in handling equipment or materials which are also heavy or awkward.
- Use of precision close tolerance tools for animal surgery / injection
-

FACTOR 2 EFFORT

SUB-FACTOR 2.1 PHYSICAL EFFORT

This factor measures the intensity and cumulative duration of physical effort (physical positions and activities that generally produce fatigue) necessary to perform the job.

Half-levels are not used in this subfactor.

The cumulative time spent in activities is measured as follows:

Legend	Cumulative time
Rare	Less than 1 hour
Occasional	1- 2 hours
Regular	2 – 3.5 hours
Constant/Considerable	More than 3.5 hours

Level	Physical Effort Descriptors
1	Mostly low level of physical effort with occasional moderate intensity lasting up to less than 2 hours per day. ACTIVITIES NORMALLY DO NOT PRODUCE FATIGUE

Level	Physical Effort Descriptors
	<ul style="list-style-type: none"> • Sitting, standing, regular movement, with choice of position (low) • Intermittent keyboarding throughout the work day (low)
2	<p>Moderate level of physical effort for 2 to 3.5 hours per day with the rest of the day characterized as low intensity.</p> <p>OCCASIONAL PERIODS OF PHYSICAL EXERTION INVOLVING SOME FATIGUE</p> <ul style="list-style-type: none"> ▪ Sitting, standing, regular movement without choice of position ▪ May involve moving moderate weight materials (e.g., 5 to 10 lbs/2.5 to 4 kg) which causes some fatigue ▪ Periods of sustained keyboarding (cumulatively 2 to 3.5 hours) ▪ Regular work with light tools and equipment
3	<p>Moderate level of physical effort for more than 3.5 hours per day and/or a high level of physical effort for 2 hours or less per day.</p> <p>REGULAR/FREQUENT PERIODS OF MODERATE PHYSICAL EXERTION CAUSING FATIGUE</p> <ul style="list-style-type: none"> ▪ Maintaining a fixed position --sitting or standing ▪ Constant active movement ▪ Regular lifting of moderate weight items or, pulling, pushing of heavy or awkward objects ▪ Regular use of heavy tools or materials ▪ May require climbing or walking over rough ground for moderate time periods on a regular basis ▪ Repetitive movements for sustained periods of time (e.g., keyboarding, scrolling and mousing)
4	<p>High level of physical effort required for more than 2 and less than 3.5 hours per day and the balance of the day is a moderate level of intensity.</p>

Level	Physical Effort Descriptors
	<p data-bbox="293 180 900 237">STRENUOUS WORK INVOLVING CONSIDERABLE EFFORT AND FATIGUE</p> <ul data-bbox="256 253 868 383" style="list-style-type: none"> <li data-bbox="256 253 868 310">• Working in cramped or uncomfortable positions for moderate time periods <li data-bbox="256 326 868 383">• Considerable effort on a regular basis but not over sustained periods
5	<p data-bbox="302 446 937 509">More than 3.5 hours per day is characterized as operating at a high level of intensity.</p> <p data-bbox="302 548 908 605">SUSTAINED HEAVY LABOUR OR WORKING IN CRAMPED POSITIONS OVER CONSIDERABLE PERIODS</p> <p data-bbox="302 613 666 638">Generally results in major fatigue</p> <ul data-bbox="256 646 855 670" style="list-style-type: none"> <li data-bbox="256 646 855 670">• May involve lifting and moving substantial weights

Application guidelines:

1. It is not necessary for all bullet points to apply in order to assign the level.
2. Half levels are not used in this subfactor.
3. Light weights are those up to 10 lbs or 4.5 kg; moderate weights are up to 20 lbs or 9kg, and heavy weights are those in excess of 20 lbs or 9 kg.
4. Focus on activities requiring moderate and high intensity physical effort. To arrive at the appropriate level, count how many hours of the work time, cumulatively, are spent in moderate and/or high intensity physical effort, respectively. Count the moderate intensity and any high intensity activities separately first. The remainder are the low intensity activities.

Activity Examples:

High Activity Examples: Climbing Ladders / Walking over rough ground while performing physical work tasks.

Moderate Activity Examples: Walking over rough ground (walking to tasks).

5. **Level 3:** Climbing and walking over rough ground for 2 to 3.5 hours per day is considered a moderate time period. This level includes the requirement to climb ladders.
6. **Level 4:** “Strenuous work involving considerable effort and fatigue” includes repetitive movements requiring precision and moving and positioning heavy parts or equipment

SUB-FACTOR 2.2 MENTAL EFFORT

This sub-factor measures the duration and intensity of mental and sensory demands causing fatigue that are required to perform the job (i.e., the expenditure of mental energy).

- *Mental* demands are those activities that use concentration and cause fatigue (e.g., thinking, active and passive listening, interpreting, observing).
- *Sensory* demands are those activities that use one or more of the five senses (sight, taste, smell, touch and hearing) in the course of the job requirements.

Intensity of mental effort is measured as routine, moderate or high.

Half-levels are not used in this subfactor.

Typical examples of tasks are found below.

Routine: Collecting routine information, filing, basic word processing of routine documents (correspondence, forms, standard formats), inputting data to a spreadsheet (no formatting or creation of formulae), cleaning (normal protocol), shelving books, monitoring machines, attending to phone conversations and/or demands for routine information. Tasks require very little attention to the content or meaning of the output. Moderate visual demands involving reading.

Moderate: Complex word processing or graphical layout, creation of spreadsheets including new formulae, charting, advising students, providing detailed information, attending to single or simultaneous tasks where accuracy of details is important (e.g., minute taking at meetings), cleaning (special protocol), careful

listening /observation to discern relevant information, using tools, performing standardized experiments, repairs, and/or routine calibration to provided standards. Tasks require significant understanding of and manipulation of the content for output. Visual demands involving regular eyestrain.

High:

Graphic design, scrutinizing for small changes, identifying situations that require crisis intervention, therapeutic counselling, transcribing from Dictaphone or recording, facilitating meetings/groups, instructing, performing scientific/ technical observation or intervention, calibrating complex instruments, using precision tools, fabrication of tools or equipment, developing solutions to complex problems where interruptions cause disruption of the thinking process. The need for detailed or precise work is high. Tasks generally require generating or creating the content of what is produced. Visual demands involving constant eyestrain.

Level	Mental Effort Descriptors
1	Mostly low level of mental effort with occasional moderate intensity lasting up to less than 2 hours per day.
2	Moderate level of mental effort for 2 to 3.5 hours per day with the rest of the day characterized as low intensity.
3	Moderate level of mental effort for more than 3.5 hours per day and/or a high level of mental effort for 2 hours or less per day.
4	High level of mental effort required for more than 2 and less than 3.5 hours per day and the balance of the day is a moderate level of intensity.
5	More than 3.5 hours per day is characterized as operating at a high level of intensity.

Level of Intensity of Concentration	Cumulative Duration (Average Hours Per Day – All Activities)		
	1 – 2 hours	More than 2 up to 3.5 hours	More than 3.5 hours
Routine	N/A	N/A	1
Moderate	1	2	3

High	3	4	5
------	---	---	---

Application guidelines:

1. In selecting the appropriate level of intensity of activity, consider first the amount of involvement with the content of what is produced. Tasks that require the incumbent to understand and focus on the meaning of the information being manipulated or exchanged are considered to require at least moderate intensity of mental effort. For example, filing alphabetically does not require involvement with the content of a file. However, filing by subject, where discernment is involved in determining the correct category, requires consideration of the content, and therefore, moderate intensity. Providing a ready-made list of courses or available lodging to a student does not require consideration of the content. Providing advice about the most appropriate lodging or course DOES require involvement with the content, and is therefore an activity that requires a moderate level of intensity. Following a preventative maintenance checklist does not require involvement with the content, however assessing and taking action on irregularities does.
2. Focus on activities requiring moderate and high intensity concentration. To arrive at the appropriate level, count how many hours of the work time, cumulatively, are spent in moderate and/or high intensity mental effort, respectively. This subfactor requires a cumulative counting of time spent on activities. Therefore, time spent in different activities of the *same level*, whether routine, moderate or high, should be combined (added together). Count the moderate intensity and any high intensity activities separately first. The remainder are the routine-level activities.

Routine:

“Inputting data into a spreadsheet without formatting or creation of formulae” includes creating a simple spreadsheet.

Moderate:

“Careful observation to discern “relevant information” includes visual inspections. Driving is moderate because it requires visual / auditory attention.

High:

4	<p>Planning and coordination require multiple variables, tasks and/or projects and have a broad scope and/or longer-term impact.</p> <p>Position must produce estimates of time and resources needed to coordinate a major event or activity. Planning and coordination at this level affect a broad range of individuals either within and/or outside the university.</p>
5	<p>Planning and coordination are typically operational in nature, requiring large scale or complex estimates of time and resources to complete assigned tasks and have a very broad scope and extensive length of term impact.</p> <p>Typical planning and coordination at this level involves multiple variables and complex tasks, frequently requiring coordination of activities/ resources of a number of departments/ functions.</p>

Application guidelines:

1. Level 2 examples of coordination include: scheduling department seminars or staff meetings, and arranging for predefined student labs.
2. Level 3 examples of coordination include: organizing faculty recruitment interviews, department rounds, or seasonal office moves, coordinating lab resources and facilities with other lab coordinators, coordinating 1 or 2 large conferences annually.
3. Level 3 examples of activities affecting a department or function with limited scope include: scheduling, coordination of data for reports, set-up of new software in a department to meet business cycle changes, or academic services within established deadlines and procedures.
4. Examples of activities affecting outcomes for an individual student would be those extending to an academic term, or shorter-term on a groups of students (where errors not easily reversed; and administering add drop changes).
5. Level 4: Major events include conferences, athletic meets, research projects, or summer institutes.
6. Where planning and/or coordination of a major event or program is shared, assign ½ level lower
7. Level 5 examples of extremely broad projects would include: coordinating a major campus renovation or a major technology upgrade.

SUB-FACTOR 3.2 RESPONSIBILITY FOR OTHERS

This sub-factor is used to measure the responsibility that the incumbent of the position assumes for the coordination, direction, and/or supervision of staff, work student students, volunteers, and external suppliers/contractors (Note-the definition of contractors needs clarification). The following characteristics of the work are to be considered in selecting a level: the nature of supervision given, and based either on accountability for results or functional guidance (how-to). Occasional supervision, such as that performed during the absence of the supervisor on vacation or sick leaves, is not to be considered. **This sub-factor does NOT include the academic supervision of students or the activities of others outside of an employee-type relationship.**

Level	Responsibility for Others
1	Occasionally provides orientation and/or shows procedures to others. No supervisory responsibility.
2	Provides functional guidance to others on an ongoing basis. May ensure adherence to quality standards and procedures for work bursary students (less than 12 months) and volunteers for events and activities (may include staffing for short-term needs).
3	Has ongoing responsibility for coordinating the work of employees and acting as contact for work bursary students, volunteers or suppliers/vendors. Has ongoing responsibility for scheduling, timeliness, quality of work, etc. for employees (e.g., lead hand type responsibility), but does not hire or make effective recommendations on human resource matters.
4	Has ongoing responsibility for supervising employees (non-bargaining unit staff), and makes effective recommendations on human resource matters. May exercise responsibility for providing technical / functional oversight to employee(s) who formally report to others (e.g. Faculty).
5	Has full time responsibility for supervising employees and makes effective recommendations on human resource matters. Typically, carries out more formal coaching/mentoring responsibility including delegating work, monitoring or reviewing work completed to ensure quality and service standards are met.

Application guidelines:

Level 3:

- “Ongoing responsibility to act as a contact for work bursary students” requires ongoing coordination.
- “Coordinating the work of employees” refers to oversight of the work. Coordination of tasks and schedules is covered under the previous subfactor (Planning and Coordination).

SUB-FACTOR 3.3 ACCOUNTABILITY FOR DECISIONS AND ACTIONS AFFECTING RESOURCES, INFORMATION AND SAFETY OF OTHERS

All employees have a level of individual accountability in the performance of their regular duties. This sub-factor measures the impact of the decisions and actions taken in the position on both the department’s and university’s goals and objectives, as well as on individuals. Responsibilities may include information, facilities, equipment or supplies, financial resources, or the safety of others. Effects of decisions and actions may be short or long term, and affect one individual at a time, or groups. Not all jobs have responsibility for all elements of this subfactor. Therefore, assign the level based on credit for the *highest* level of *any* type of responsibility regularly required by the position. Half levels may be used where the level of impact or effect of an action falls between two existing levels.

Level	Accountability for Decisions and Actions Affecting Assets, and Information and Safety of Others Descriptors
1	<p>Work results have limited impact beyond immediate work area. Most work and methods are subject to verification and monitoring for accuracy.</p> <p>Typically requires some combination of the following:</p> <ul style="list-style-type: none"> • Exercises care and accuracy in the performance of duties • Responsible for the safekeeping of equipment, machines for own use and/or vital records, including confidential files; • May handle small daily cash accounts, catalogue or file paperwork related to programs, policies, services or budgets.
2	<p>Work results have moderate impact on immediate work area, short-term impact on individuals, and/or limited impact outside the immediate work area or area where work is performed (but not throughout the university or another institution). Some work and methods are not subject to verification or monitoring.</p>

Level	Accountability for Decisions and Actions Affecting Assets, and Information and Safety of Others Descriptors
	<p>Typically requires some combination of the following:</p> <ul style="list-style-type: none"> • Exercises care to ensure safety of others when using hazardous materials or tools, or when carrying out actions that may expose others to risk; • Accountable for resources within a unit, such as maintaining inventory, supplies and/or machinery/equipment • Accountable for operating and maintaining specialized equipment • Ensures the accuracy, manipulation, and/or updating of records and information (including procedure manuals and safety training information); • May monitor a unit budget(s) (reconciliation only); • May facilitate others' work through provision of services or completion of work products, or care of animals; • May have discretion to collect, process or spend monies (typically incidental purchases).

Level	Accountability for Decisions and Actions Affecting Assets, and Information and Safety of Others Descriptors
3	<p>Work results have moderate impact on processes or products that extend beyond immediate work area or area where work is performed and/or have significant long- term effects on individuals or short-term effects on groups or a unit (but generally not throughout the university or another institution). Most work and methods are generally not subject to verification or checks.</p> <p>Typically requires some combination of the following:</p> <ul style="list-style-type: none"> • Position contributes significantly to the administration of a project’s or unit’s service, information, financial and human resources with at least one other position (responsibility is integral and substantive); • Develops/authors content of reports and other documents; • May make purchasing decisions of minor scope; • Responsible for ensuring that others comply with safety procedures; • Carries out programs involving costly inputs (staffing or animals) • Monitors a program/department budget(s), including forecasting of shortfalls; • Exercises discretion in the release of confidential information.
4	<p>Work results have significant impact beyond immediate work area or area where work is performed or long-term effects on groups, but impact does not generally extend throughout the university or another institution. Most work and methods are generally not subject to verification or checks, and products of work may go outside the university.</p> <p>Typically requires some combination of the following:</p> <ul style="list-style-type: none"> • Position is accountable for projects, systems, programs or group of resources within a large department (or unit of equivalent size); • May be responsible for the development or modification of policies and procedures that determine the use of machines and /or equipment including the application of relevant safety procedures;

Level	Accountability for Decisions and Actions Affecting Assets, and Information and Safety of Others Descriptors
	<ul style="list-style-type: none"> • Authorizes purchases of moderate scope; and/or develops and administers a program budget; • Responsible for the development of procedures for labs, equipment, safety, etc. • Responsible for the operation of a program or delivery of services, (e.g., information in major university publications; development of database for a unit or project).
5	<p>Work results have a substantial and/or long-term impact throughout the university or another institution. The work may be in a technical or specialized area where products cannot be checked before being released.</p> <p>Typically requires some combination of the following:</p> <ul style="list-style-type: none"> • Position develops and/or plans programs and budgets that support operations or services and affect a wide range of people; • May have shared responsibility for overseeing the operations of a unit, functions across several departments, and/or administering the budget of a large unit; • May be responsible for initiating, recommending and implementing policies and procedures; • May have responsibility for creating or developing a unique product(s), related to a program or service for a unit or functional area, e.g., large-scale financial oversight measures; infection control; security measures; network protection; maintenance of operations in centralized service.

Application guidelines:

1. Providing a ‘specialized service’ means providing “expertise” to the understanding of the needs and/or characteristics of a request and tailoring a response, or applying expert knowledge to provide a solution (to a problem that may be referred to the position by others).
2. Short-term effects are easily corrected. Long-term effects extend to the level of an academic term or beyond.
3. **Level 1.5:**

- Applies to positions requiring updating of factual records where results have a limited/moderate impact on the immediate work area and where output is subject to verification.
 - Daily collection of cash totaling an amount beyond a usual petty cash account with no discretion to spend or process.
4. **Level 2:** “Discretion to collect, process or spend monies (typically incidental purchases) includes purchasing office supplies for routine items.
5. **Level 3:**
- “Purchasing decisions of minor scope” includes discretion to make minor purchases up to \$25K.
 - Orders at this level are made from pre-approved vendors and are made within an approved budget.
6. **Level 4:** Purchases of moderate scope are those over \$25K when vendor selected from a pre-approved list and are made within a pre-approved budget.

FACTOR 4 WORKING CONDITIONS

SUB-FACTOR 4.1 PSYCHOLOGICAL ENVIRONMENT

The sub-factor measures the challenging psychological conditions under which the duties of the position are performed. Consider the frequency with which any of the following conditions occur (note difference in time ranges for frequency measures). Select the element or elements which describe the most challenging conditions faced in the job based on frequency of exposure.

Examples of Psychologically Challenging Elements
<ul style="list-style-type: none"> • Emotionally-charged situations that require listening, assistance, or support or exposure to rudeness. • Isolated work spaces, working alone frequently or lack of appropriate privacy in work spaces. • Exposure to the suffering of others. • Unchanging and repetitive work or requirement to remain at work station.

- Multiple and/or simultaneous deadlines; unpredictable or urgent assignments; interruptions; performing tasks based on competing requests from more than one source.
- Effects on lifestyle from irregular work hours, or work during evenings or weekends for which **no** shift premium or other compensatory provisions are provided in the collective agreement, and which is **not** the result of the voluntary exercise of flexible working hours.

Legend	Cumulative time per day
Rare	Less than 1 hour
Occasional	1- 2 hours
Frequent	2 – 3.5 hours
Constant	More than 3.5 hours

Conditions to which the job is exposed	Occasionally	Frequently	Constantly
Work space which is isolated, confined and/or where mobility, privacy may be limited	1	2	2
Unpredictable or urgent assignments	1	2	3
Effects on lifestyle from irregular work hours, or work during evenings or weekends for which no shift premium or other compensatory provisions are provided in the collective agreement, and which is not the result of the voluntary exercise of flexible working hours.	1	2	3
Unchanging and repetitive work, multiple and/or simultaneous deadlines, interruptions (e.g., multiple and/or simultaneous	1	2	2

deadlines)			
Emotionally-charged situations that require listening, assistance, or support, or exposure to rudeness	2	3	4
Exposure to difficult situations that involve conflictive, hostile or violent interactions	3	4	5
Situations involving contact with suffering of others, where the likelihood of success is low, such as death, illness, socio-economic problems.	3	4	5

Application guidelines:

1. Items to which the job is exposed only rarely do not count toward the level assignment.
2. When essential and challenging psychological conditions under which the duties of the position are performed are concentrated in a portion of the year, assign the higher level as though the psychological environmental conditions existed over the course of the full year (as long as the higher level psychological environmental conditions are sustained and recurring).

SUB-FACTOR 4.2 PHYSICAL ENVIRONMENT/RISK TO HEALTH AND SAFETY

This sub-factor measures the degree to which the job is performed in a disagreeable environment and the risk to an employee’s health and safety that is present while doing the job (including exposure to hazards). Consider the frequency of exposure to any of the following disagreeable or hazardous elements. **Assume that all measures to eliminate discomfort and mitigate safety risks have been applied.**

Workplace Elements may include:

- Working outside in a range of weather conditions.
- Working indoors in extreme hot, wet, cold, or poorly ventilated environments.
- Exposure to biological or chemical odours or substances
- Sustained machine or equipment vibration
- Exposure to dirt, grease or oil

- Uncomfortably limited or cramped work space or constraints from cumbersome personal protective equipment
- Exposure to high noise levels
- Exposure to contagious illness
- Increased probability of occupational injury
- Probability of physical harm from behaviourally difficult individuals
- Potential exposure to bites or other injuries from working with animals in laboratories

Qualifier	Cumulative time
Rare	Less than 1 hour
Occasional	1- 2 hours
Frequent	2 – 3.5 hours
Constant	More than 3.5 hours

Level	Physical Environment/Risk To Health And Safety Descriptors
1	Comfortable Conditions: Work is performed in a comfortable environment (e.g., quiet workspace). Minimal physical discomfort with only brief and/or minimal exposure to such elements as uncomfortable noise, dirt, temperature, or light levels. Negligible health and safety risks inherent in the job.
2	Minor Exposure: Work is performed with some occasional exposure to minor noise, dirt, temperature, odours, etc. Occasional physical discomfort or exposure to situations which could cause minor injury or low level injury or health problems.
3	Some Exposure to Disagreeable Conditions/Limited chance of low-level injury: Frequent exposure to 3 or 4 disagreeable elements. Limited possibility of low level injury or health problems (such as cuts, bruises or muscle strain) resulting in lost time.
4	Frequent Exposure to Disagreeable Conditions/ Limited chance of serious injury: Frequent exposure to more than 4 disagreeable elements. Moderate possibility of injuries and occupational health problems resulting in lost time of moderate duration.
5	Greater possibility of serious injury due to exposure to hazardous elements: Possibility of severe injuries and/or long lasting health problems involving long term lost time

Level	Physical Environment/Risk To Health And Safety Descriptors
	or which may result in permanent partial disability or long-term change in work pattern.

Application guidelines:

1. The chart indicating the amount of time that a person in a job is exposed to conditions is useful to determine the amount of exposure but is not the only factor in determining the level of risk of injury or health problems. Half levels may be used when the exposure to disagreeable elements or risk factors falls between the stated definition of two levels. If rating based upon the possibility of injury is higher than the exposure to disagreeable elements, rate on the basis of the former.
2. **Level 1:** “Quiet workplace” includes shared work environments with minor noise where a small number of people may be in conversation.
3. **Level 2:** “Work is performed with some occasional exposure to minor noise ...” may include exposure to minor noise or vibration from machines or conversation noise from larger groups that may disrupt the employee’s own conversation or train of thought.
4. **Level 3:**
 - This level also applies to jobs which have a minimal possibility of a major injury or health problem relating in lost time of moderate duration.
 - More than minor noise or vibration from machinery or equipment.
5. **Level 4:** Moderate likelihood typically means that over any five year period major injuries have occurred in this working environment.
6. **Level 5:** Chance of serious injury means that over a ten year period major injuries have occurred in this classification and over the work life on an employee an injury can be expected to occur.
7. PPE is considered cumbersome when the job requires carrying out work tasks wearing a combination of equipment such as mask, goggles AND gloves.

JES2013 Factor Weightings

FACTOR		
SKILL		39%
	Applied Reasoning	
	12%	
	Interpersonal Skills	
8%		
	Educ/Experience	13%
	Physical Skill	6%
RESPONSIBILITY		33%
	Planning and Coord.	12%
	Respons. For Others	10%
	Accountability for Decisions	
	11%	
EFFORT		18%
	Physical Effort	8%
	Mental Effort	10%
WORKING CONDITIONS		10%
	Psychological environ.	4%
	Physical environ.	6%

JES2013 Position Description Questionnaire

PURPOSE:

This form is designed to collect information regarding key aspects of roles represented by the University of Western Ontario Staff Association (UWOSA).

USE:

The form is used to provide updated information about existing roles whenever there is a significant change in the responsibilities or work performed in the position since the last review.

Information provided in this document is used to determine the occupational group of the role and to evaluate the level of the role within the various job classifications as defined in the UWOSA collective agreement.

THIS DOCUMENT CONTAINS THE FOLLOWING DATA COLLECTION SECTIONS:
A. POSITION SUMMARY AND KEY RESPONSIBILITIES
B. SKILLS <ol style="list-style-type: none">1. Applied Reasoning and Analytical Skills2. Interpersonal Skills3. Education and Experience4. Physical Skill / Dexterity
C. EFFORT <ol style="list-style-type: none">1. Physical Effort2. Mental Effort
D. RESPONSIBILITY <ol style="list-style-type: none">1. Planning and Coordination2. Responsibility for Others3. Accountability for Decisions and Actions Affecting People, Resources, Information and Safety of Others
E. WORKING CONDITIONS <ol style="list-style-type: none">1. Psychological Environment2. Physical Environment/Risk to Health and Safety
F. ORGANIZATIONAL RELATIONSHIPS

FOR SALARY ADMINISTRATION USE	
CLASS'N:	
JOB CODE:	
CLASS'D DATE:	EFFECT DATE:
CONSULTANT:	

CURRENT POSITION INFORMATION:			
POSITION TITLE:		POSITION NO:	
DEPT NAME:		DEPT NUMBER:	
PRESENT CLASSIFICATION:		PRESENT JOB CODE:	
JOB FAMILY:	<input type="checkbox"/> Research <input type="checkbox"/> Student <input type="checkbox"/> Administrative <input type="checkbox"/> Infrastructure <input type="checkbox"/> Library		

Reason(s) for requested review

- Vacancy (If Yes: New position or Updated existing position)
- Re-evaluation based on change in responsibilities
- Evaluation based on Appendix L 2013 – 2017 Collective Agreement

Signatures Required:

PDQ applies to Name(s):	Signature: Date:
Supervisor(s):	Signature: Date:
Supervisor phone number / email: /	

Budget Unit Head / Designate Name:
Date Received by Budget Unit Head / Designate:
Budget Unit Head / Designate Signature:

Date Received in Human Resources:

A. POSITION SUMMARY AND KEY RESPONSIBILITIES

A1. Position Summary

This questionnaire provides many opportunities to explain the duties and responsibilities of the position. Section A1 asks you to provide a brief overview of the **primary purpose (s)** of the position and why it exists (This is not intended as a task list).

--

A2. Key Responsibilities

Please describe the key responsibilities of the position that account for most of the position (typically 5 or 6), as well other responsibilities that occur less frequently. Estimate the overall percentage of time spent on each key/other responsibility during the course of a typical year. The total of the two sections below should be 100%.

Key Responsibilities	%
1.	
2.	
3.	

4.	
5.	

Other Responsibilities	%
1.	
2.	
3.	
4.	
5.	

Note: Add or delete rows from the above as appropriate.

B. SKILLS

B1. Applied Reasoning and Analytical Skills

In the tables below, please indicate the skills the position requires to understand, collect, interpret and analyze different kinds of information, to identify and solve problems and take action. Provide specific examples of problems or tasks that show the level of reasoning/analytical skills required in the position.

Please complete only those sections that apply to the position.

Please explain any acronyms or abbreviations used.

Tasks requiring reasoning and analysis in the position	Provide specific examples, for those sections that apply to the position
Identifying and solving problems	
Applying known solutions to straightforward problems	
Identifying and solving problems using a set of established practices and procedures	
Interpreting policy and procedure to identify	

Tasks requiring reasoning and analysis in the position	Provide specific examples, for those sections that apply to the position
Troubleshooting and/or resolving mechanical malfunction	
Developing new approaches to solve a problem where there are few precedents	
Other (please give details):	
Document processing	
Keeping records (input into existing format) and/ or identifying missing or mismatched data	
Editing or adapting written or graphic materials	
Generating, composing and /or processing new data to develop specialized written or graphic materials (e.g., reports)	
Other (please give details):	
Research and experimental work	
Using scientific symbols or terms (legal/medical, etc.)	
Executing experimental or research protocols	
Generating, composing and /or processing new data to develop and/or adapt research protocols for new approaches	
Conceptualizing and producing technical/scientific protocols, materials, or equipment	

Tasks requiring reasoning and analysis in the position	Provide specific examples, for those sections that apply to the position
Other (please give details):	
Maintaining and/or adapting equipment	
Performing maintenance or other routines using a checklist	
Repairing/adapting equipment or instruments	
Designing or fabricating specialized equipment	
Other (please give details):	
Instructing and demonstrating	
Instructing/demonstrating equipment, procedures or subject materials (e.g., to students)	
Assessing learning of those you instruct	
Other (please give details):	
Financial and/or mathematical analysis	
Using standard math (formulae and/or equations)	
Applying complex mathematical, statistical or financial analysis	
Financial planning and/or forecasting	
Other (please give details):	
Use of software and applications (show highest level of proficiency)	
Name of application	Provide examples of how software is used

Use of instruments, tools and equipment (show highest level of proficiency)												
Examples: autoclave, microscopes, motorized equipment, scales, MRI, calibration equipment	Click which one applies											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Operate</td> <td style="width: 33%; text-align: center;">Maintain</td> <td style="width: 33%; text-align: center;">Repair</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Operate	Maintain	Repair	<input type="checkbox"/>							
Operate	Maintain	Repair										
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										

B1.2 Please give an example of the most challenging problem solving/ analysis required by the position.

B2. B1.3 Describe any other reasoning and analytical skills used by the position and how they are used.

Interpersonal Skills

Please describe the communication skills required by the position to effectively interact with people both within and outside the University. Interactions may be verbal (in person or phone) or written (e.g., email, letter, or report).

B2.1 In the chart below, consider the variety of contacts typically encountered in the position. Describe the **most challenging level of**

interaction and communication skills required and provide specific examples.

Please note: it is not necessary to complete all sections, only those that you consider to be the most important interpersonal skills required by the position.

Interpersonal Skill	With whom (what role)	Provide specific examples, for those sections that apply to the position
Common courtesy and effective listening		
Exercise tact and patience		
Communicate specialized, technical or sensitive information		
Express support or compassion		
Explain technical matters in non-technical terms		
Exchange detailed oral and/or written-information to ensure full understanding		
Exchange straightforward oral and/or written information		
Present/demonstrate ideas or procedures		
Explain ideas related to complex or controversial issues		
Identify needs or requests beyond straightforward		

Interpersonal Skill	With whom (what role)	Provide specific examples, for those sections that apply to the position
Intervene and diffuse interpersonal situations		
Negotiate		
Persuade others to adopt or change their actions		
Probe for information		
Relay unwelcome information		
Resolve complaints/secure cooperation for challenging interpersonal situations or conflict		
Other (please give details):		

B2.2 Give examples of the most challenging INTERPERSONAL situations the position must resolve independently and situations that are referred to others for resolution.

Interpersonal situations resolved independently:

Interpersonal situations referred to others for resolution:

B2.3 Is the position required to communicate in more than one language? Yes No

If yes, specify which language and how the skill is used.

B3. Education and Experience

B3.1 Education:

What is the best estimate of the minimum level of formal education required for someone **to be hired** into the position today? Please select one box only and indicate whether a specific program is required.

Select the Highest Minimal Education Level Required (Select one box only)	Specific program required (if applicable)
<input type="checkbox"/> Partial completion of high school	
<input type="checkbox"/> High school diploma	
<input type="checkbox"/> High school plus up to 1 year of courses and /or certificate in a job related field	
<input type="checkbox"/> 1 year community college diploma / certificate	
<input type="checkbox"/> 2 year community college diploma	
<input type="checkbox"/> 3 year community college diploma	
<input type="checkbox"/> 3 year university bachelor's degree	
<input type="checkbox"/> 4 year university bachelor's degree	
<input type="checkbox"/> Master's degree or equivalent professional designation (e.g. CMA)	

B3.2 Experience:

Experience required for a job is measured in two parts. Please complete both sections B3.2.1 and B3.2.2 below.

B3.2.1 In the chart below, indicate the minimum amount of directly relevant previous job experience to be hired into the job. If the job is not an entry-level position, consider the most logical progression of work experience (career path) required to get this job.

Select the total minimum directly related previous job experience (Select one box only)	Describe the specific years of experience required (e.g., customer service experience, network administration)
<input type="checkbox"/> 6 months or less	
<input type="checkbox"/> More than 6 months and up to and including 1 year	
<input type="checkbox"/> More than 1 year and up to and including 2 years	
<input type="checkbox"/> More than 2 year and up to and including 4 years	
<input type="checkbox"/> More than 4 year and up to and including 6 years	
<input type="checkbox"/> More than 6 years	

B3.2.2 In the chart below, determine the amount of additional **on-the-job** training required to learn the essential techniques of the job.

Select the minimum on-the-job training required (Select one box only)	Describe the specific on the job training required
<input type="checkbox"/> Up to 3 months	
<input type="checkbox"/> More than 3 months and up to 6 months	
<input type="checkbox"/> More than 6 months and up to and including 1 year (full year cycle)	
<input type="checkbox"/> More than 1 year	

B3.2.3 Please describe other skills, competencies and attributes required for the position

B3.2.4 Specialized Training, Licenses and Qualifications

Select any specialized training, licenses and qualification required for the position:

Type of certificate, etc.
<input type="checkbox"/> Class G Drivers License
<input type="checkbox"/> Forklift License
<input type="checkbox"/> First Aid
<input type="checkbox"/> Other:
<input type="checkbox"/> Other:
<input type="checkbox"/> Other:

B4. Physical Skills/Dexterity

In the chart below, select all of the tasks requiring dexterity and/or coordination required in the position (large and small muscle movements, or coordination, such as eye/hand), and how much training is required to learn the skills.

Position Requirement	Provide specific examples of how skill is used	Amount of Training Required		
		Little or no training required	Some training to perform exact/precise movements	Extensive training (exceptional muscle control)
<input type="checkbox"/> Assemble materials		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Use computer, keyboard, mouse, calculator and/or controls		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Position Requirement	Provide specific examples of how skill is used	Amount of Training Required		
		Little or no training required	Some training to perform exact/precise movements	Extensive training (exceptional muscle control)
<input type="checkbox"/> Use office equipment and machines (e.g. printer, fax, scanner, etc.)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Use measuring equipment or tools (mix chemicals, calibrate machinery, use microscopes, etc.)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Operate power tools or machinery		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Use delicate instruments or precision tools		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other (please specify)...		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. EFFORT

C1. Physical Effort

This section measures how physically tiring the position is. Examples of activities causing physical fatigue:

- working while remaining standing,
- lifting and moving equipment,

- repetitive keying,
- working in awkward positions

Please complete the following chart to illustrate the activities in the position causing physical fatigue. Typical activities are listed in the left hand column. For each activity that applies to the position, determine the cumulative amount of time spent, on average. If activities vary by day, consider the activities over a week or month, based on the Cumulative Time table below. It is important to provide examples for each activity.

Legend		Cumulative time				
Rare		Less than 1 hour				
Occasional		1- 2 hours				
Frequent		2 – 3.5 hours				
Constant		More than 3.5 hours				
Activity	Cumulative time					If applicable, provide details of the activities. Specify whether time is calculated by day, week or month
	N/A	Less than 1 hour	1 to 2 hours	2 to 3.5 hours	Over 3.5 hours	
Alternating positions of walking, sitting and standing, with choice of position	<input type="checkbox"/>					
Periods of intermittent keyboarding	<input type="checkbox"/>					

Legend	Cumulative time					
Periods of sustained keyboarding	<input type="checkbox"/>					
Maintaining one position without choice	<input type="checkbox"/>					
Bending/crouching	<input type="checkbox"/>					
Lifting/carrying	<input type="checkbox"/>					
Pushing/pulling	<input type="checkbox"/>					
Working in awkward or cramped position	<input type="checkbox"/>					
Walking on rough terrain	<input type="checkbox"/>					
Using/moving light tools and equipment	<input type="checkbox"/>					
Repetitive movements (other than keyboarding)	<input type="checkbox"/>					
Using/moving heavy tools and equipment	<input type="checkbox"/>					
Other: (please specify):	<input type="checkbox"/>					
	<input type="checkbox"/>					

C1.2. If the position is required to lift/carry please specify the weights (including examples).

C1.3. Please provide any additional information that illustrates the physical demands of the position.

C2. Mental Effort

This section measures how mentally fatiguing the position is. Examples of activities causing mental fatigue:

- complex word processing
- careful listening or observation to discern relevant information
- instructing or demonstrating
- solving problems requiring analysis

Please complete the following chart to illustrate the activities causing mental fatigue in the position. Typical activities are listed in the left hand column. For each activity that applies to the position, determine the cumulative amount of time spent, on average. If activities vary by day, consider the activities over a week or month, based on the Cumulative Time table below. It is important to provide examples for each activity.

Legend	Cumulative time
Rare	Less than 1 hour
Occasional	1 - 2 hours
Frequent	2 - 3.5 hours
Constant	More than 3.5 hours

Activity	Cumulative time					If applicable, provide details of the activities. Specify whether time is calculated by day, week or month
	N/A	Less than 1 hour	1 to 2 hours	2 to 3.5 hours	Over 3.5 hours	
Collecting information	<input type="checkbox"/>					
Interpreting data	<input type="checkbox"/>					
Filing	<input type="checkbox"/>					
Data entry	<input type="checkbox"/>					
Preparation of correspondence or reports	<input type="checkbox"/>					
Monitoring machines/equipment	<input type="checkbox"/>					
Scrutinizing documents/instruments for small details	<input type="checkbox"/>					
Complex word processing/graphical layout	<input type="checkbox"/>					
Spreadsheet creation	<input type="checkbox"/>					
Composing content of reports, manuals, correspondence, etc.	<input type="checkbox"/>					
Advising students	<input type="checkbox"/>					
Using tools (i.e. power or precision)	<input type="checkbox"/>					

Activity	Cumulative time					If applicable, provide details of the activities. Specify whether time is calculated by day, week or month
	N/A	Less than 1 hour	1 to 2 hours	2 to 3.5 hours	Over 3.5 hours	
Performing experiments / protocols as per Stand Operating Procedures	<input type="checkbox"/>					
Routine equipment calibration	<input type="checkbox"/>					
Graphic design	<input type="checkbox"/>					
Crisis intervention	<input type="checkbox"/>					
Summarizing content or transcribing	<input type="checkbox"/>					
Analyzing and interpreting information or data	<input type="checkbox"/>					
Facilitating meetings	<input type="checkbox"/>					
Instructing / demonstrating	<input type="checkbox"/>					
Scientific observation	<input type="checkbox"/>					
Fabrication of tools/equipment	<input type="checkbox"/>					
Driving	<input type="checkbox"/>					
Other (please specify):	<input type="checkbox"/>					

Activity	Cumulative time					If applicable, provide details of the activities. Specify whether time is calculated by day, week or month
	N/A	Less than 1 hour	1 to 2 hours	2 to 3.5 hours	Over 3.5 hours	
Other (please specify):	<input type="checkbox"/>					

C2.2 Please provide any additional information that illustrates the concentration and mental demands of the position.

D. RESPONSIBILITIES

D1. Planning and Coordination

D1.1 The following describes typical planning and coordination responsibilities assigned to positions. Please review the following statements under the “Planning and Coordination” column and provide specific examples for those sections that apply to the position.

Planning and Coordination Responsibilities	Provide specific examples, for those sections that apply to the position
Perform most tasks in order presented and within established priorities	

Responsibility for prioritizing own workload	
Plan and coordinate the work with or for others within established methods	
Coordinate the resources of a lab	
Schedule and/or coordinate the activities of others. If so, for whom? Describe the scope of the coordination (e.g. single/multiple teams or departments within and/or outside the University, number of variables to consider, etc.).	
Plan or coordinate programs, events, conferences, athletic meets, meetings, calendars, etc.	
Provide estimates of time and resources for events or programs	

D1.2 Provide examples of the most challenging planning and coordination responsibility activities required by the position.
D1.3 Is the planning and/or coordination shared with another position? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, specify the other position and describe how the work is shared.

D2. Responsibility for Others

Please review the following statements under the “Responsibility” heading and select the one that best describes the overall responsibility the position has for the direction, supervision and/or coordination of staff, students, volunteers and/or external suppliers/contractors.

Responsibility	Example showing what roles the position guides or supervises (e.g., staff, part time staff, students, work bursary students, volunteers, etc.)
<input type="checkbox"/> Occasionally provides informal orientation or demonstrates procedures to others	
<input type="checkbox"/> On an ongoing basis, provides orientation or demonstrates procedures to others	
<input type="checkbox"/> Provides ongoing functional advice or direction to others in how to carry out work tasks	
<input type="checkbox"/> Ensures adherence to quality standards and procedures	
<input type="checkbox"/> Ensures staffing for short-term needs	
<input type="checkbox"/> Coordinates the work of employees, with ongoing responsibility for scheduling, timeliness, quality of work, etc.	
<input type="checkbox"/> Supervises non-bargaining unit staff and makes effective recommendations on human resource matters.	
<input type="checkbox"/> Coordinate the activities and/or personnel for a project	
<input type="checkbox"/> Supervise a work group including methods to be used	
<input type="checkbox"/> Make effective recommendations on human resource matters such as hiring/ promotion/ appraisal and discipline	

Responsibility	Example showing what roles the position guides or supervises (e.g., staff, part time staff, students, work bursary students, volunteers, etc.)
<input type="checkbox"/> Provides technical oversight of activities of employees who report functionally to other roles (e.g., Faculty)	
<input type="checkbox"/> Supervises full time staff, including coaching, mentoring, delegating, and reviewing completed work	

D3. Accountability for Decisions and Actions Affecting Resources, Information and the Safety of Others

The chart below relates to the accountability of the position for ***tangible physical resources*** such as facilities, equipment, supplies, money (spending or collecting), and/or ***intangible information resources*** such as documents, data, files, financial records or budget information, and discretion in the release of confidential information. Also considered is the position’s responsibility to ensure and/or protect the ***safety*** of others, including co-workers and students.

Describe the level of accountability and the impact of decisions and actions taken by the position and the effect they have on one individual at a time or groups.

Degree of verification and monitoring of work results:

1. Work results and methods are generally subject to verification and monitoring
2. Most work and methods are generally not subject to verification or checks, but results are confined to the university.
3. Most work and methods are generally not subject to verification or checks, and products of work go outside the university.
4. The work is in a technical or specialized area where products cannot be checked before being released.

Note: In describing the impact, consider the effect of errors in judgement, but do not include the effects resulting from carelessness, willful neglect or failure to follow established policies/procedures.

The accountability the position has for decisions that impact...	Provide one or more specific examples	Probable impacts on an individual and/or a group	Appropriate degree of verification of results from chart above			
			1	2	3	4
Physical Resources (i.e., protecting, using, maintaining or repairing physical resources such as equipment, inventory, animals)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Program Resources (i.e., contributing to the administration of a project or unit's service, information, human and/or financial resources, including authority to order and purchase)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accountability the position has for decisions that impact...	Provide one or more specific examples	Probable impacts on an individual and/or a group	Appropriate degree of verification of results from chart above			
			1	2	3	4
Financial Resources (i.e., recording, approving reconciling, monitoring, reporting and/or forecasting spending or budgets).			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information Resources (i.e. locating, recording, maintaining, releasing, gathering, presenting, including authoring content of documents)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety of Others (i.e. observing all safety measures, monitoring, ensuring compliance, and/or developing and maintaining procedures)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (please specify):			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D3.2 Monitoring

Most decisions made by this position are monitored for accuracy and effectiveness:

Daily Weekly Monthly Annually

D3.3 Describe how work is monitored for accuracy and effectiveness and what checks and balances are in place to prevent a serious error in judgement.

D3.4 Explain the impact of a possible error in judgement AND what efforts would need to be made (by you or others) to CORRECT a possible error in judgement made in the position.

E. WORKING CONDITIONS

E1. Psychological Environment

Please complete the following chart to illustrate the exposure the position has to psychologically challenging elements in the workplace. Typical elements are listed in the left hand column. For each element that applies to the position, determine the cumulative amount of time spent, on average. If exposure varies by day, consider the exposure over a week or month, based on the Cumulative Time table below. It is important to provide details for each activity.

Legend	Cumulative time
Rare	Less than 1 hour
Occasional	1- 2 hours
Frequent	2 – 3.5 hours
Constant	More than 3.5 hours

Element	Cumulative Time					If applicable, provide details of the activities. Specify whether time is calculated by day, week or month
	N/A	Less than 1 hour	1 to 2 hours	2 to 3.5 hours	Over 3.5 hours	
Emotionally charged situations requiring listening or assistance/support	<input type="checkbox"/>					
Exposure to suffering of others	<input type="checkbox"/>					
Isolated work spaces	<input type="checkbox"/>					
Unchanging or repetitive work	<input type="checkbox"/>					
Requirement to remain at work station	<input type="checkbox"/>					
Multiple/simultaneous deadlines	<input type="checkbox"/>					
Unpredictable and/or urgent assignments	<input type="checkbox"/>					
Ongoing interruptions	<input type="checkbox"/>					
Irregular work hours	<input type="checkbox"/>					

	Cumulative Time					
Evening or weekend work (no shift or premium paid)	<input type="checkbox"/>					
Other (Please specify):	<input type="checkbox"/>					
	<input type="checkbox"/>					

E1.2 Are there any other elements or illustrations that will help to illustrate the psychological environment of the position?

--

E2. Physical Environment/Risk to Health and Safety

Please complete the following chart to illustrate the exposure the position may have to workplace elements that may be either disagreeable or dangerous. Typical elements are listed in the left hand column. For each element that applies to the position, determine the cumulative amount of time spent, on average. Further, the questions assess the risk of injury or health problems. It is important to provide examples for each.

Legend	Cumulative time
Rare	Less than 1 hour
Occasional	1- 2 hours
Frequent	2 – 3.5 hours
Constant	More than 3.5 hours

Element	Cumulative Time					If applicable, provide examples. Specify whether time is calculated by day, week or month
	N/A	Less than 1 hour	1 to 2 hours	2 to 3.5 hours	Over 3.5 hours	
Normal Office or library (shared and/or private space) or	<input type="checkbox"/>					
Lab Environment	<input type="checkbox"/>					
Working outside in a range of weather conditions	<input type="checkbox"/>					
Working indoors in extreme hot, wet, cold or poorly ventilated environments	<input type="checkbox"/>					
Exposure to disagreeable odours	<input type="checkbox"/>					
Sustained machine or equipment vibration	<input type="checkbox"/>					
Exposure to dirt, grease, etc.	<input type="checkbox"/>					

Element	Cumulative Time					If applicable, provide examples. Specify whether time is calculated by day, week or month
	N/A	Less than 1 hour	1 to 2 hours	2 to 3.5 hours	Over 3.5 hours	
Uncomfortable or cramped work space	<input type="checkbox"/>					
Constraints from cumbersome personal protective equipment	<input type="checkbox"/>					
Exposure to high noise levels	<input type="checkbox"/>					
Exposure to chemical or biological substances	<input type="checkbox"/>					
Exposure to hazardous substances	<input type="checkbox"/>					
Exposure to contagious illness	<input type="checkbox"/>					
Increased probability of occupational injury	<input type="checkbox"/>					
Probability of physical harm from behaviorally	<input type="checkbox"/>					

Element	Cumulative Time					If applicable, provide examples. Specify whether time is calculated by day, week or month
	N/A	Less than 1 hour	1 to 2 hours	2 to 3.5 hours	Over 3.5 hours	
difficult individuals						
Potential exposure to bites or other injuries from working with animals.	<input type="checkbox"/>					
Other (please specify):	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					

E2.B Does the position require the use of protective equipment? Yes
 No

If yes, select which kind, and frequency in the table below.

Protective Equipment	Cumulative Time			
	Less than 1 hour	1 to 2 hours	2 to 3.5 hours	Over 3.5 hours
<input type="checkbox"/> Safety glasses or goggles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gloves (Leather, Cotton or Disposable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/> Safety Boots/Shoes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Hard Hat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Respirator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lab Coat or gown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Hearing protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other- Please specify	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

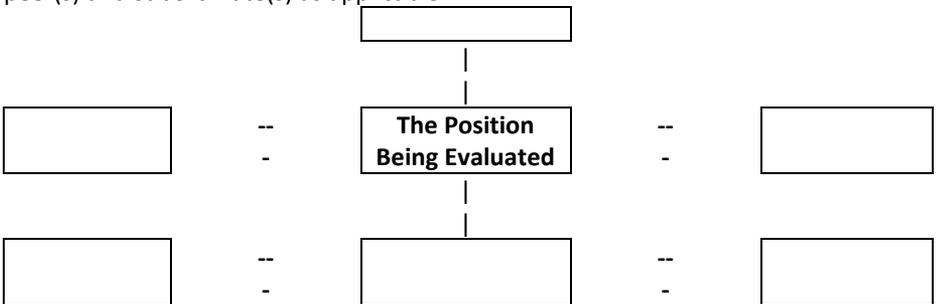
REMINDER:

Please review the questionnaire to ensure you have completed all sections. In particular, please make sure you have provided specific examples in each section reflecting the most challenging and/or specialized elements of the position (e.g., B1.2, B2.2, D1.2 and D3.4).

F. Organizational Dimensions & Relationships

F1. Organizational Relationships

Please complete the following organization chart to show the reporting relationships between the position being evaluated and others within the bargaining unit/University. Please indicate titles of supervisor(s), peer(s) and subordinate(s) as applicable.



F2. Organizational Dimensions

Please provide information on the organization dimensions that are **applicable** to the above key responsibilities performed by the position.

For example, if you coordinate student activities for a department, the dimensions that may be applicable would be the number of undergrad or graduate students coordinated / served by the position. ***If the item is not applicable leave it blank.***

Organizational Dimension	
Number of undergraduate students coordinated / served by the position	
Number of graduate students coordinated / served by the position	
Number of faculty in unit/department	
Number of staff in unit/department	
Number of direct reports	
Number of others indirectly coordinated/supervised	
Payroll of unit/department	\$
Other measurable items (please identify):	
-	
-	
-	

Schedule B – Review Schedule of UWOSA Position Descriptions (Article 44.03)

The Dean, budget unit head or designate shall review all Continuing and Sessional positions that report to them (including clinics, special programs, research centres and other affiliated organizations under the accountability of the budget unit head), in accordance with article 44.04, and in accordance with the following schedule **(the year runs from July 1 to June 30)**:

Year	Academic Units	Support Units
1	<ul style="list-style-type: none"> • Faculty of Education • Faculty of Arts and Humanities • Faculty of Health Sciences • Faculty of Engineering • School of Graduate and Postdoctoral Studies 	<ul style="list-style-type: none"> • Student Experience • Western Technology Services • Advancement Services • Animal Care • Housing • Student Health Services • Research and Development Services & WORLDdiscoveries • Western International
2	<ul style="list-style-type: none"> • Faculty of Social Science • Schulich School of Medicine and Dentistry • Continuing Studies at Western • Faculty of Information and Media Studies 	<ul style="list-style-type: none"> • Western Libraries • Bookstore & Graphic Services • Facilities Management & Parking • Office of the Registrar • Campus Safety and Emergency Services • Teaching Support Centre
3	<ul style="list-style-type: none"> • Faculty of Science • Faculty of Law • Don Wright School of Music • Ivey School of Business 	<ul style="list-style-type: none"> • Hospitality Services • Financial Services • Human Resource Services • Alumni Relations and Development • Communications and Public Affairs • Institutional Planning and Budgeting

Addendum – MOA re. Appendix L – Implementation of the Job Evaluation System and Point Bands

Memorandum of Agreement
Between

The University of Western Ontario (hereafter “Western”)

And

The University of Western Ontario Staff Association (hereafter “UWOSA”)

Re: Appendix L – Implementation of the Job Evaluation System and Point Bands

WHEREAS, the parties, through collective bargaining, negotiated the Appendix L of the 2017 – 2021 UWOSA Collective Agreement to outline the process of transition to the new job classification and levelling system; and

WHEREAS, Human Resources has been soliciting and evaluating Position Description Questionnaires (PDQs) per the new Appendix L; and

WHEREAS, at the time of bargaining, the parties agreed that where a PDQ remained outstanding by November 30, 2017, Human Resources would use the most recent information on file to recommend a job class, and any compensation adjustment would be paid by December 31, 2017; and

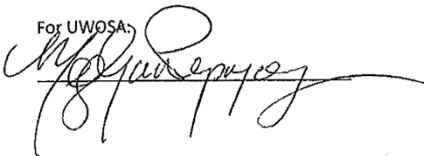
WHEREAS, the volume of PDQs outstanding as of November 30, 2017, the reduced December pay period due to the holiday closure, and the complexity of each evaluation has necessitated an extension to this provision;

NOW, THEREFORE, the parties agree to the following without precedent or prejudice to any other matters which may arise between the parties:

1. Human Resources will communicate the classification recommendations to those for whom a PDQ was not submitted by January 31, 2018.

Dated this 5th day of ~~November~~ ^{December}, 2017.

For UWOSA:



Dated this 5th day of ~~November~~ ^{Dec}, 2017.

For Western:

