

# **Collective Agreement**

**BETWEEN:**

**ONTARIO COLLEGE OF ART & DESIGN UNIVERSITY  
(OCAD UNIVERSITY)**

**- AND -**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(OPSEU)**

**AND ITS LOCAL 576 - UNIT 1**

**(Administrative Staff and Librarians, Full-time and Part-time)**

**Duration: June 1, 2011 to May 31, 2014**



## TABLE OF CONTENTS

| <b>ARTICLE #</b>  | <b>PAGE #</b> |
|---|---------------|
| Article 1 – Purpose.....  | 1             |
| Article 2 – Recognition .....                                     | 2             |
| Article 3 – Management Rights .....                               | 5             |
| Article 4 – Union Security.....                                   | 6             |
| Article 5 – Strike or Lockout.....                                | 7             |
| Article 6 – No Discrimination .....                               | 8             |
| Article 7 – Respectful Work & Learning Environment .....          | 9             |
| Article 8 – Correspondence.....                                   | 10            |
| Article 9 – Union Representation.....                             | 10            |
| Article 10 – Grievance Procedure .....                            | 15            |
| Article 11 – Arbitration.....                                     | 20            |
| Article 12 – Employee Records.....                                | 22            |
| Article 13 – Seniority.....                                       | 23            |
| Article 14 – Vacancies, Job Postings and Temporary Employees..... | 26            |
| Article 15 – Layoff and Recall .....                              | 32            |
| Article 16 – Part-time Employees.....                             | 36            |
| Article 17 – Sessional Employees .....                            | 40            |
| Article 18 – Bulletin Boards.....                                 | 41            |
| Article 19 – Leave of Absence.....                                | 41            |
| Article 20 – Bereavement Pay .....                                | 46            |
| Article 21 – Jury Duty.....                                       | 48            |
| Article 22 – Educational Assistance.....                          | 48            |

|   |            |
|---|------------|
| <b>Article 23 – Retirement .....</b>                                | <b>49</b>  |
| <b>Article 24 – Health and Safety .....</b>                         | <b>50</b>  |
| <b>Article 25 – Pregnancy and Parental Leave .....</b>              | <b>51</b>  |
| <b>Article 26 – Paternity Leave.....</b>                            | <b>57</b>  |
| <b>Article 27 – Call-in Allowance .....</b>                         | <b>57</b>  |
| <b>Article 28 – Reporting Allowance.....</b>                        | <b>58</b>  |
| <b>Article 29 – Hours of Work .....</b>                             | <b>58</b>  |
| <b>Article 30 – Health and Welfare.....</b>                         | <b>64</b>  |
| <b>Article 31 – Vacation .....</b>                                  | <b>67</b>  |
| <b>Article 32 – Paid Holidays.....</b>                              | <b>71</b>  |
| <b>Article 33 – Wages and Classifications .....</b>                 | <b>73</b>  |
| <b>Article 34 – New and Changed Job Classifications.....</b>        | <b>74</b>  |
| <b>Article 35 – Safety Shoes.....</b>                               | <b>76</b>  |
| <b>Article 36 – Sick Leave.....</b>                                 | <b>77</b>  |
| <b>Article 37 – Technological Change .....</b>                      | <b>80</b>  |
| <b>Article 38 – Term of Agreement .....</b>                         | <b>80</b>  |
| <b>June 1, 2011 Salary Schedule .....</b>                           | <b>81</b>  |
| <b>Appendix A – Positions &amp; Salary Schedule .....</b>           | <b>84</b>  |
| <b>Appendix B – Positions &amp; Salary Schedule .....</b>           | <b>92</b>  |
| <b>Appendix C – Positions &amp; Salary Schedules .....</b>          | <b>97</b>  |
| <b>Letter Of Understanding: Concerning Sick Leave Accrual .....</b> | <b>101</b> |
| <b>Letter Of Understanding: Concerning Job Evaluation.....</b>      | <b>102</b> |
| <b>Letter Of Understanding: Concerning Market Adjustment.....</b>   | <b>104</b> |



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**Ontario College of Art & Design University  
(Hereinafter referred to as the "University")**

**-AND-**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)  
(Hereinafter referred to as the "Union")**

**And its Local 576 - Unit 1**

**(Administrative Staff and Librarians, Full-time and Part-time)**

## **Article 1 – Purpose**

**1.01** The purpose of this Collective Agreement is to maintain and improve collective bargaining between the University and the Union, to recognize the mutual value of joint discussion in all matters pertaining to working conditions and employment, to further the purposes and objectives of the University in a spirit of cooperation and understanding, to encourage efficiency in operations, and to promote the morale, well-being, integrity and security of all employees.

## Article 2 – Recognition

**2.01** The University recognizes the Union as the sole and exclusive bargaining agent for all employees of the University in Metropolitan Toronto save and except the President; the Vice-President, Academic; the Vice-President, Development & Alumni Relations and President, OCAD University Foundation; the Vice-President, Finance & Administration; the Associate Vice-President, Students; the Associate Vice-President, University Relations; the Associate Vice-President, Research & Dean, Graduate Studies; the Dean, Faculty of Art; the Dean, Faculty of Design; the Dean, Faculty of Liberal Arts & Sciences and School of Interdisciplinary Studies; the Associate Deans; the Chairs; the Program Directors; the Executive Director, Imagination Catalyst; the Chief Information Officer; the Clinical Director; Director, Admissions & Recruitment; the Director, Campus Services & Security; the Director, Centre for Innovation in Art & Design Education; Director, Development; the Director, Diversity & Equity Initiatives; the Director, Facilities Planning & Management; the Director, Finance; the Director, Human Resources; the Director, Library Services; the Director Marketing & Communications; the Director, Safety & Risk Management; the University Registrar; the Senior Manager, Alumni Relations & Annual Giving; the Senior Manager, Corporate Partnerships; the Senior Manager, Stewardship; the Accessibility Manager; the Accounting Manager; the Clinical Counsellor; the Clinical Nurse; the Human Resources Manager; the Manager, Academic Computing; the Manager, Academic Governance & Initiatives, Office of the Vice-President, Academic; the Manager, Architecture (ERP); the Manager,

Building Projects; the Manager, Campus Operations; the Manager, Campus Security; the Manager, Centre for Students with Disabilities; the Manager, Copy & Print Services; the Manager, Continuing Studies; the Manager, Development & Alumni Relations Events; the Manager, Enterprise Architecture & Development; the Manager, Facilities Maintenance; the Manager, Faculty & Curriculum Development Centre; the Manager, Faculty of Art Office; the Manager, Faculty of Design Office, the Manager, Faculty of Liberal Arts & Sciences and School of Interdisciplinary Studies; the Manager, Financial Aid & Awards; the Manager, Graduate Studies; the Manager, Help Desk & AV Support; the Manager, HR Projects & Initiatives; the Manager, Inclusive Design Research Centre; the Manager, Information Systems (ERP); the Manager, Institutional Analysis; the Manager, Network & Data Centre Operations; the Manager, Online Architecture & Development; the Manager, Outreach Events; the Manager, Office of the President; the Manager, Office of the Vice-President, Finance & Administration; the Manager, Public Funding; the Manager, Research; the Manager, Special Projects; the Manager, Student Advising; the Manager, Student Systems & Reporting; the Manager, University Relations; the Manager, Writing & Learning Centre; the Manager/Lead Architect, Inclusive Design Research Centre; the Mental Health Clinician; the Nurse Case Manager; the Project Manager, Inclusive Design Research Centre; the Research Facilitator; the Studio Manager; the Assistant to the Associate-Vice-President, Research & Dean, Graduate Studies; the Benefits Specialist; the Coordinator (Academic Governance), Office of the Vice-President, Academic; the Coordinator, Diversity & Equity Initiatives; the

Executive Assistant, Office of the President; the Executive Assistant, Office of the Vice-President, Development & Alumni Relations; the Executive Assistant, Office of the Vice-President, Academic; the Human Resources Administrator (Compensation); the Human Resources Advisor (Academic); the Human Resources Advisor (Administrative Staff); the Receptionist/Human Resources Assistant; and persons above such ranks and models, student monitors, bar staff, class assistants, faculty, academic counsellors, technicians, teaching assistants, student interns, students employed during the school vacation period, and persons hired for a specific assignment or fixed term contract or pursuant to a government sponsored program where the person's wages are subsidized or paid in full by the government.

**2.02** If during the term of this Collective Agreement a question arises as to whether a person is an employee, the matter can be referred to the Ontario Labour Relations Board pursuant to s. 108(2) of the *Labour Relations Act*. Should the Ontario Labour Relations Board determine that a particular person is employed in a confidential capacity in matters relating to labour relations or exercises managerial functions, then such person shall be excluded from the bargaining unit.

### **Article 3 – Management Rights**

**3.01** The Union recognizes that the Management of the University and the direction of employees are fixed exclusively with the University and shall remain solely with the University except as limited by the provisions of this Collective Agreement.

Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the University to:

- a) Maintain order, discipline and efficiency;
  
- b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline for cause employees, subject to the right of the employee to grieve to the extent and manner provided herein if the provisions of this Collective Agreement are violated in the exercise of these rights, (nothing in this Article shall be construed as granting an employee the right to grieve the discharge of the employee during the employee's probationary period, except on the basis of the termination being exercised by the University in a manner that is discriminatory, arbitrary, or in bad faith);
  
- c) Determine hours of work, work assignments, the number of personnel required, and services to be performed and the methods, procedures and equipment to be used in connection therewith;

d) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees and which shall not be inconsistent with the provisions of this Collective Agreement.

**3.02** The University agrees that these functions shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

#### **Article 4 – Union Security**

**4.01** All employees shall have deducted from each pay an amount equal to the regular Union dues and the University shall remit the same by cheque prior to the end of the month in which the deduction was made to the Accounting Department of the Union. For a new employee, the first deduction shall take effect on the next regular pay date after hire.

**4.02** The Union shall save the University harmless for any and all claims which may be made against it by an employee or employees for amounts deducted from pay as provided by this Article.

**4.03** The University agrees to advise new employees that a Collective Agreement is in effect and to refer the employee to any provisions relating to Union dues deduction. The University shall provide employees with a copy of the Collective Agreement, a Union membership card and the name of their Shop Steward.

- 4.04** The University shall indicate on each employee's T-4 slip the amount of Union dues deducted in the previous year.
- 4.05** All new employees shall as a condition of employment be required to join the Union within thirty (30) days of being hired by the University.
- 4.06** All employees who are members of the Union at the date of commencement of the Collective Agreement, shall, as a condition of employment, remain members of the Union in good standing as a condition of continued employment.
- 4.07** It is understood that the current formula of Union dues deduction shall be applied to all retroactive wage increase.

#### **Article 5 – Strike or Lockout**

- 5.01** The University agrees that there shall be no lockout of employees, and the Union agrees that there shall be no strike, during the currency of this Collective Agreement. The words "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

## **Article 6 – No Discrimination**

- 6.01** The University and the Union agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.
- 6.02** The Union further agrees that there shall be no solicitation for membership, collection of dues or other Union activities during an employee's working hours, except as specifically permitted by this Collective Agreement or in writing by the University.
- 6.03** The University and the Union agree that there shall be no discrimination by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, sexual orientation, record of offenses, marital status, family status or disability as defined by the *Ontario Human Rights Code*. In any grievance alleging discrimination or a failure to accommodate, the University may rely on any defense available to a complaint under the *Ontario Human Rights Code*.
- 6.04** The University acknowledges that every employee has the right to freedom from harassment in the workplace because of sex, or because of other grounds of prohibited discrimination, as provided by the *Ontario Human Rights Code*.

- 6.05** Should a grievance alleging discrimination be settled during the Grievance Procedure or resolved at arbitration, such settlement or resolution shall be deemed to be a settlement between the grievor and the University for purposes of the *Ontario Human Rights Code*.
- 6.06** The parties reaffirm their commitment to seek out, take advantage of, and create opportunities to implement employment equity initiatives to address the status of women, Aboriginal peoples, persons with disabilities and visible minorities.
- 6.07** All references to the female gender in this Collective Agreement shall read as applying to the male gender where the context would apply.

## **Article 7 – Respectful Work & Learning Environment**

- 7.01** The Parties acknowledge their commitment to the University's *Respectful Work & Learning Environment Policy* and agree that in performing their responsibilities, managers, staff, and exempt staff must demonstrate collegial behaviour at all times when dealing with colleagues, students, and other members of the University community. Collegial behaviour includes treating others with dignity, respect, fairness, equality and integrity, and maintaining confidentiality when required.

## **Article 8 – Correspondence**

- 8.01** Unless otherwise specified herein, all correspondence between the parties, arising out of this Collective Agreement or incidental thereto, shall, in the case of correspondence being sent from the Union to the University, be sent to the Director, Human Resources or a designated person; correspondence from the University to the Union shall be sent to the President, or other designate as specified by the Union, delivered to a specified Union mailbox or email account.
- 8.02** The Union agrees to supply the University with the names of the officers of the Local Union and of any changes as they from time to time occur.

## **Article 9 – Union Representation**

- 9.01** The University shall recognize a Negotiating Committee consisting of not more than three (3) employees to be selected by the Union. The University agrees to meet with the Union Negotiating Committee from time to time at mutually agreeable times in order to negotiate a renewal of this Collective Agreement. Members of the Negotiating Committee shall not suffer any loss of pay for the time spent negotiating with representatives of the University up to and including conciliation, but not beyond.
- 9.02** The University recognizes the right of the Union to appoint Stewards from employees to assist the employees in presenting grievances to representatives of

the University. The Union may designate five (5) Stewards and one (1) Chief Steward to represent employees. The Union shall inform the University in writing of the names of the Stewards and the effective dates of their appointment.

**9.03** The Union acknowledges that Stewards and other Local Union Representatives have regular duties to perform on behalf of the University, and that they shall not leave such duties without obtaining the permission of their immediate managerial supervisor. This permission shall not be unreasonably withheld. Stewards shall not suffer any loss of pay for total time spent presenting grievances up to but not including arbitration. Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the Grievance Procedure, including the complaint stage. Where the University deems it necessary to suspend or discharge an employee, the University shall notify the Union, in writing, of such suspension or discharge.

**9.04** The University agrees to continue to provide office space with telephone and Internet access for the Local Union so long as it is practicable to do so. The University shall give the Union advance notice of a minimum of thirty (30) days, where possible, should the Union office need to be temporarily displaced. Both parties agree that Union members have the right to book OCAD U meeting space for Union Business. Nothing in this Article should be construed as granting permission to employees to meet on Union Business during working hours.

**9.05** An OPSEU Staff Representative may have access to the University premises with advance notice to management. The Union agrees that the OPSEU Staff Representative shall not engage in any activity which has the effect of interfering with the regularly scheduled work of employees except to the extent specifically authorized.

**9.06 Labour-Management Committee**

i) **Role of Labour-Management Committee**

The role of the Labour-Management Committee is to provide a forum for the Union and the University to communicate regarding issues in the context of Article 1.01.

The Committee shall not be used as a means to circumvent the Grievance Procedure as outlined in Article 10, but shall provide an opportunity to resolve any matters arising from the implementation and/or interpretation of the Collective Agreement, as well as other matters of interest to either party.

ii) **Membership**

The Committee shall consist of three representatives of the University (including the Director, Human Resources, either the Vice-President, Academic or the Vice-President, Finance & Administration and one other University representative) and three representatives of the Union (including the President of the Local Union). Each party shall notify the other in writing of their representatives on an annual basis. The parties may alter the composition by giving notice. While meetings are not public, individuals from the University community may be invited

to attend by the Committee to address specific issues, as deemed appropriate. An employee shall not suffer any loss of pay for time spent in attending meetings of the Labour-Management Committee or its ad hoc sub-committees.

iii) **Chair**

A Chair shall be selected from each side with notice given on both sides on an annual basis. Meetings shall be chaired on a rotating basis.

iv) **Secretary**

The Human Resources Advisor (Administrative Staff) shall act as non-voting Secretary to the Labour-Management Committee, including responsibility for scheduling meetings, circulating agendas and minutes. Agenda items shall be forwarded to the Secretary by Committee members, and shall be circulated to all members in advance of each meeting. The Secretary shall prepare minutes and shall endeavour to circulate them to Committee members within one week following each meeting.

v) **Confidentiality**

Discussions and decisions by the Labour-Management Committee are confidential unless otherwise agreed by the parties.

vi) **Quorum**

Meetings shall not proceed with less than full attendance without the agreement of the President of the Union Local and the Director, Human Resources.

vii) **Meeting Schedule**

The Committee shall normally meet on a bi-monthly basis but may meet more or less frequently by mutual agreement. Time, date and locations of meetings shall also be by mutual agreement, and shall be coordinated by the Secretary.

viii) **Decisions**

Wherever possible, agreement on issues shall be achieved by consensus, rather than by voting. Where recommendations from the Labour-Management Committee affect, or could potentially affect, the members of the Local Union as a whole, if both sides are in agreement, recommendations shall be implemented either as a University approved policy or by corollary agreement between the parties. Unless otherwise agreed, the Chair shall be responsible for communicating Committee policy, procedure, or individual decisions and/or outcomes to the appropriate party or parties, and shall report back to the Committee at the next meeting the date(s) on which such communication or action was taken.

**9.07** The President of the Local Union shall be allowed three (3) hours per week, the Vice-President shall be allowed one (1) hour per week, and the Chief Steward

shall be allowed one (1) hour per week without loss of pay to attend to Union Business. If the time allowed off pursuant to this Article is insufficient, additional time off without loss of pay may be granted with the permission of the Director, Human Resources or the Vice-President, Finance & Administration. Union Business shall be scheduled in accordance with Article 9.03.

**9.08** It is understood and agreed that only employees who have completed their probationary period with the University shall be eligible to be elected or appointed as employee members of the Negotiating Committee, Stewards, Representatives of the Labour-Management Committee or Officers of the Union.

## **Article 10 – Grievance Procedure**

### **10.01 Complaint**

It is the mutual desire of the parties that complaints of employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until the employee has first given the employee's immediate managerial supervisor an opportunity to address the complaint at the Complaint stage. Such Complaint shall be discussed with the employee's immediate managerial supervisor within ten (10) working days after the circumstances giving rise to the complaint have occurred, or the date the employee ought reasonably to have become aware of such circumstances. The supervisor's response shall be provided within five (5) working days of the matter being brought to her attention.

### **Step 1 Grievance**

Failing a satisfactory response to the Complaint, the employee may process a Step 1 Grievance within an additional five (5) working days in the following manner and sequence. The employee, assisted by a Steward if desired, may submit a written, signed grievance form to the employee's managerial supervisor. This Step 1 Grievance shall outline the nature of the grievance, and the remedy sought. The supervisor shall deliver a decision in writing within five (5) working days following the day on which the Step 1 Grievance was presented to the supervisor.

Failing settlement, then;

### **Step 2 Grievance**

Failing a satisfactory response to the Step 1 Grievance, the employee may process a Step 2 Grievance within an additional ten (10) working days in the following manner and sequence.

The employee and Union may submit a written, signed grievance form to the Director, Human Resources, with a copy to the President of the University. The Step 2 Grievance shall outline the nature of the grievance, and the remedy sought. The Director, Human Resources or a designate may meet with the Union Grievance Committee to resolve the grievance. The Director, Human Resources' or designates' written decision shall be provided within ten (10) working days of

the referral to Step 2. Failing settlement, then the matter may be referred to arbitration pursuant to Article 11.01.

- 10.02** The Union Grievance Committee referred to in Step 2 above shall consist of any two (2) Officers or Stewards designated by the Union. Management shall be informed in each case of the persons constituting the Committee and Committee members shall not suffer any loss of pay for time so spent.
- 10.03** It is agreed that an OPSEU Staff Representative of the Union may assist at any step of the Grievance Procedure and may attend any meeting held to consider a grievance at the request of either party.
- 10.04** It is agreed that the University official designated at each step of the Grievance Procedure may have such assistance as the official may require in any meeting concerning a grievance.
- 10.05** Where no answer is given within the time limits specified in the Grievance Procedure, the employee concerned, the Union and the University shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance not processed within the time limits specified in the Grievance Procedure shall be deemed to have been abandoned.

- 10.06** All agreements reached under the Grievance Procedure between the representative of the University and the representatives of the Union shall be final and binding upon the University, the Union and the employees.
- 10.07** A complaint or grievance arising directly between the University and the Union (which would not normally be grieved by an individual employee), shall be originated under Step 2. Failing settlement under Step 2 within ten (10) working days, it may be submitted to arbitration in accordance with Article 11.01. Any such grievance by the University or the Union shall be commenced within ten (10) working days after the circumstances giving rise to the complaint have occurred, or the date the University or the Union ought reasonably to have become aware of such circumstances.
- 10.08** Where a grievance affects several employees, the Union may submit a policy or group grievance on behalf of such employees.
- 10.09** A claim by an employee, who has completed the probationary period, that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged at Step 2 of the Grievance Procedure within five (5) working days after the employee ceases to work for the University and the first step of the Grievance Procedure shall be omitted in any such case. Such special grievance may be settled under the grievance and arbitration procedures by:

- a) Confirming the University's action in dismissing the employee; or
- b) Reinstating the employee with full compensation and seniority for the time lost; or by any other arrangement which is just in the opinion of the parties or the Arbitration Board if appointed.

**10.10** A claim by a probationary employee that the employee's release from employment during the probationary period was exercised by the University in a manner that was discriminatory, arbitrary, or in bad faith shall be treated as a grievance if a written statement of such grievance is lodged at Step 2 of the Grievance Procedure within five (5) working days after the employee ceases to work for the University and the first step of the Grievance Procedure shall be omitted in any such case.

**10.11** A grievance shall be defined as any question arising from the interpretation, application or alleged violation of this Collective Agreement.

**10.12** All time limits outlined in the Grievance Procedure may be extended with the mutual consent of the Union and the University.

**10.13** Any allegation of sexual harassment or discrimination shall be filed at Step 2 of the Grievance Procedure.

## **Article 11 – Arbitration**

- 11.01** Prior to referring a grievance to arbitration, the parties may discuss the possibility of mediation, using a mutually agreed upon mediator, in the interests of resolving disputes as early as possible. The Union or the University may withdraw from the mediator process at any time and resume the grievance process.
- 11.02** If the University or the Union requests that a grievance be submitted to arbitration, it shall make such request to the Director, Human Resources within twenty (20) working days of the response to the Step 2 Grievance or twenty (20) working days of the expiration of the time limit provided under Step 2. Where no written request for arbitration is received within the time limits herein set out, the grievance shall be deemed to have been settled and not eligible for arbitration. The request shall be in writing addressed to the other party to this agreement. Within fifteen (15) working days of the request by a party that a grievance be submitted to arbitration the parties shall attempt to select by agreement a sole arbitrator to hear the matter. If they are unable to agree on an arbitrator, they may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.
- 11.03** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 11.04** The arbitrator shall not be authorized to alter, modify, or amend any part of the terms of this Collective Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement except that the arbitrator may extend the time for the taking of any step in the Grievance Procedure where there are reasonable grounds for the extension and the employer shall not be substantially prejudiced by the extension.
- 11.05** The decision of the arbitrator shall be final and binding upon the parties hereto, and the employees.
- 11.06** The parties shall jointly bear the fees and expenses of the arbitrator.
- 11.07** The parties may by mutual agreement substitute a Board of Arbitration instead of a sole arbitrator in which case the parties would each appoint a nominee (which cannot be a person who has been involved in an attempt to negotiate or settle the grievance) to the Board of Arbitration within ten (10) working days of the request by a party that a grievance be submitted to arbitration and each party would advise the other in writing of their nominee. The nominees so appointed would, within ten (10) working days of the nomination of the latter of them, attempt to select a third person to be a member and chairperson of the Board of Arbitration. If the nominees are unable to agree on such a chairperson they may request in writing that the Minister of Labour for Ontario appoint a chairperson. A Board of

Arbitration would have the same authority as a sole arbitrator as set out in this Article. Each of the parties would bear the expense of the nominee appointed by it, and the parties would jointly bear the fees and expenses of the chairperson of the Board of Arbitration.

- 11.08** All time limits outlined in the Arbitration Procedure may be extended with the mutual consent of the Union and the University.

## **Article 12 – Employee Records**

- 12.01** The University shall provide an employee and the Union with a copy of any written disciplinary notation to be added to the employee's Human Resources file. At the request of an employee, the University shall remove any written disciplinary notation from an employee's file following two (2) years, provided no further disciplinary item has been entered in the file.

- 12.02** Similarly, should an employee be suspended or terminated such action shall be confirmed in writing to the employee and a copy sent to the Union.

- 12.03** It is understood and agreed that where the University reviews individual employees and prepares formal performance evaluations relating to employees as part of a program of personnel evaluation, a copy of such evaluation shall be given to the employee concerned upon request. The employee shall be afforded

the opportunity to respond in writing to an evaluation and such response shall form part of the performance appraisal that is placed in the employee's Human Resources file.

**12.04** An employee shall have access to the employee's Human Resources file upon request in advance being given to the Director, Human Resources. Upon such request, access shall be provided within three (3) working days.

**12.05** It shall be a condition of employment that employees notify the University in writing of any changes of address or telephone number. The University shall be entitled to rely upon the last address and telephone number furnished by the employee for all purposes.

### **Article 13 – Seniority**

**13.01** An employee shall be considered on probation and shall not be subject to the seniority provisions of this Collective Agreement, nor shall the employee's name be placed on the seniority list until after the employee has completed six (6) months of active work with the University. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list with seniority dating from the date the employee was last hired by the University. Any probationary employee may be released from employment, at the University's

discretion, provided that such discretion is not exercised in a manner that is discriminatory, arbitrary, or in bad faith.

**13.02** A bargaining unit seniority list shall be posted by Human Resources annually. After such posting, the list shall become final with respect to the employees designated therein except as to any employee who has disputed the accuracy of the employee's seniority date, in which case it shall be subject to adjustment, if established to be inaccurate. The Union shall be provided with a copy of the seniority list.

**13.03** A person shall lose all seniority and shall be conclusively deemed to have terminated employment with the University if that person:

- a) Voluntarily quits the employ of the University; or
- b) Is discharged and such discharge is not reversed through the Grievance Procedure; or
- c) Fails to report to work within five (5) working days after being notified by the University to report for work unless a satisfactory reason is given; or
- d) Is absent for three (3) consecutive working days unless a satisfactory reason is given; or

- e) Fails to return to work upon the termination of an authorized leave of absence unless a satisfactory reason is given or utilizes a leave of absence for purposes other than those for which the leave of absence was granted, unless a satisfactory reason is given; or
- f) Is absent due to layoff of more than six (6) months in the case of employees with seniority of less than six (6) months; or
- g) Is absent due to layoff of more than twelve (12) months in the case of employees with seniority of six (6) months or more but less than two (2) years; or
- h) Is absent due to layoff of more than eighteen (18) months in the case of employees with seniority of two (2) years or more.

**13.04** The seniority of an employee absent from work while on Long Term Disability shall continue to accumulate.

**13.05** Unless otherwise provided herein, seniority shall be maintained but shall not accumulate during absence in excess of three (3) months.

### **13.06 Notice of Resignation**

Employees must attempt to notify their immediate managerial supervisor in writing not less than two (2) weeks prior to the effective date of their resignation.

A copy of such notice must be provided to Human Resources.

## **Article 14 – Vacancies, Job Postings and Temporary Employees**

**14.01** The University shall post a notice of permanent job vacancy for a period of five (5) working days before such a job is permanently filled. Probationary employees shall not be entitled to apply for such posted vacancies.

**14.02** Any vacancies where the anticipated or actual duration of an employee's absence from the position in question exceeds sixty (60) working days shall be considered to be a permanent vacancy unless such vacancy is created by an absence due to illness, pregnancy, parental leave, or approved leave of absence, in which case the vacancy shall be considered to be a temporary vacancy.

**14.03** When a notice of a permanent job vacancy is posted it shall contain the following information: nature of position; qualifications; skills and education required; proposed hours of work; and wage rate or salary range.

- 14.04** In filling permanent vacancies the University may consider and select the senior applicant who does not possess the requisite qualifications to meet the job requirements but who is engaged in some special training in order to become qualified within a reasonable period of time. An employee selected to fill a permanent vacancy on this basis shall continue to be paid the wage rate applicable to her previous position with the University until such time as she is qualified for the position for which she has been selected at which time she shall be paid at the applicable wage rate for the position.
- 14.05** In cases of promotion and permanent transfer, qualifications, skills, ability, experience, and seniority shall be considered. Where the above listed factors (except seniority) are relatively equal between applicants, seniority shall be the governing factor.
- 14.06** It is agreed that the University may accept applications but shall not interview applicants from outside the bargaining unit until applications received from existing bargaining unit employees have been reviewed, and bargaining unit candidates who are offered an interview have been interviewed and notified of the results of their application.
- 14.07** Nothing in this Article shall be construed as restricting the right of the University to temporarily assign a person to a job on a temporary basis until arrangements have been made to promote or transfer the employee selected to fill a vacancy.

**14.08** In the case of a temporary transfer of an employee made for the convenience of the University and while work is still available in the employee's regular job, an employee shall be paid at the higher of the employee's regular wage rate or the regular wage rate of the classification to which the employee has been so transferred for the period of such temporary transfer. Where the job into which the employee is transferred contains a progressive rate, the employee shall receive a rate in the progression equal to or greater than the employee's regular rate but not necessarily the maximum rate of the classification. The temporary transfer shall not exceed a period of sixty (60) working days. It is understood that an employee shall not suffer any loss of regular straight time pay due to a temporary transfer.

**14.09** In cases of temporary vacancies (that is where the anticipated or actual duration of an employee's absence from the position in question exceeds thirty (30) working days due to illness, personal, pregnancy or parental leave) the University shall post a notice of temporary vacancy for a period of three (3) working days to enable employees to indicate an interest in performing such work. Probationary employees shall not be entitled to apply for such vacancies. If the University decides to temporarily assign an employee to such vacancy, the selection of the employee to be temporarily assigned shall be made in accordance with Article 14.10.

**14.10** It is recognized that periods of temporary absence or temporary assignment as per Article 14.12 (b) can be used to provide temporary training and experience to employees which may assist them in applying for future job vacancies. The University therefore shall endeavour to distribute such opportunity equitably among employees in order of seniority who are employed in similar or related jobs in lower classifications. It is understood, however, that the interest of the University in maintaining an efficient operation and effectively utilizing its employees is of primary importance in assigning employees to temporary vacancies.

**14.11** The University may, from time to time, hire temporary employees and shall copy the Union on any temporary contracts issued, including the position, classification and duration of the contract. Temporary employees shall not be covered by the terms and conditions of this Collective Agreement except as specified in Article 14.12. Temporary employees shall not be used in order to circumvent the hiring of new employees. Neither shall they be used where employees under this Collective Agreement are on layoff and are able and willing to do the work available.

**14.12** The Union and the University acknowledge that there are three (3) categories of temporary employees:

- a) Temporary employees provided by an agency which supplies employees who are paid directly by the agency, at rates set by the agency. Such temporary employees are provided pursuant to an agreement between the agency and the University. It is understood that these agency employees shall generally be used in unusual circumstances (i.e. when regular employees are absent or to assist regular employees in peak periods when a surplus of work exists which requires additional workers). It is understood that an agency employee shall not normally work for more than a two-week period;
- b) Temporary employees shall be hired on temporary assignment for a duration which shall not normally exceed one (1) year, with exceptions requiring approval by the Union. Such temporary employees shall have regular Union dues deducted from their pay and be entitled to receive vacation pay in accordance with the *Employment Standards Act* at the completion of their employment. In addition, these temporary employees shall be paid six (6) percent of salary in lieu of benefits and sick leave payments. After the completion of one (1) year or an approved exception of any person(s) performing the work, the position shall become permanent and shall be posted in accordance with Article 14 of the Collective Agreement. It is further understood that, if such temporary assignment exceeds one (1) year and it is reinstated within three (3) months of the one (1) year term, it shall be considered a permanent position and shall be posted in accordance with Article 14;

c) Where there is a temporary vacancy due to illness, pregnancy, parental or personal leave, where the anticipated or actual duration of the employee's absence from the position in question exceeds sixty (60) working days, and there are no qualified applicants from within the bargaining unit, the University may hire an applicant from outside the bargaining unit to fill the temporary vacancy. Such temporary employees shall have regular union dues deducted from their pay and be entitled to receive vacation pay in accordance with the *Employment Standards Act*, at the completion of their period of employment. In addition, these temporary employees shall be paid six (6) percent of salary in lieu of benefits and sick leave payments. When persons are so hired or transferred into the bargaining unit, the period of employment of such persons shall terminate upon the return of the incumbent to the duties of the position or upon the position being deemed a permanent vacancy pursuant to 14.13 below. The release or discharge or transfer out of the bargaining unit of such persons shall not be the subject of a grievance or arbitration.

**14.13** Where a temporary vacancy is created due to the illness of the incumbent and the incumbent is approved for and in receipt of long term disability benefits the parties agree that the vacancy shall then be deemed for the purposes of the Collective Agreement to be a permanent vacancy, save only that in the event the incumbent returns to the duties of the position the employee in the position shall immediately be subject to layoff with as much notice as practicable (which may not be equal to

Article 15.04 notice entitlement) and said employee may exercise any rights she may have under Article 15.05.

## **Article 15 – Layoff and Recall**

- 15.01** A layoff is defined as a reduction in the work force (other than discharge for just cause) that results in the displacement of a full-time employee, or a reduction in regular hours for a full-time employee to twenty-four (24) hours or less per week or one-thousand two-hundred and forty-eight (1,248) hours or less per year.
- 15.02** When the University decides to lay off employee(s), the University shall first meet with the Union and the OPSEU Staff Representative, or designate, to outline the reason that layoffs are required. The University shall notify the Union of the position(s) affected, once they have been identified, before the affected employee(s) are notified.
- 15.03** For the purpose of layoffs, the following factors shall be considered: qualifications; skills; ability; experience; and seniority. It is agreed that where these factors are relatively equal between employees, seniority shall govern. It is also agreed that probationary employees performing the work in question shall be the first to be laid off.

**15.04** Where an employee who has completed her probationary period is to be laid off for more than thirteen (13) consecutive weeks, the University shall provide a minimum of four (4) weeks' notice, or salary in lieu thereof, to such employee. For employees with five (5) or more years of continuous service, notice, or salary in lieu thereof, shall be provided as follows:

1. Five (5) weeks if the employee's length of continuous service is five (5) or more but less than six (6) years;
2. Six (6) weeks if the employee's length of continuous service is six (6) or more but less than seven (7) years;
3. Seven (7) weeks if the employee's length of continuous service is seven (7) or more but less than eight (8) years;
4. Eight (8) weeks if the employee's length of continuous service is eight (8) years or more.
5. Employees with two or more years of service may elect to take up to ten (10) paid working days during the notice period to actively seek alternate employment outside the University through interviews, written or telephone applications. Time off must be mutually agreed upon by the employee and

her managerial supervisor. Any unused paid time off may also be taken immediately prior to the termination of the notice period.

**15.05** It is agreed that where an employee with seniority is to be laid off, she shall be given the opportunity to accept the layoff and be placed on recall or accept an assignment to another position in the bargaining unit in accordance with the following sequence:

- a) To a vacant position in the same pay grade which she is qualified to perform without training. If there is no such position then;
- b) The employee would be given the opportunity to identify to the University a position(s) in the same pay grade or a lower pay grade held by an employee with less seniority which the employee is qualified to perform without training. The employee must identify such position(s) to the University within ten (10) working days after being given notice of layoff, failing which the employee shall be deemed to have forfeited any rights to bump a junior employee.
- c) If there is no position pursuant to a) or b) above, or if the employee is offered and declines to accept a position pursuant to a) or b) above, she shall be laid off.

**15.06** Severance pay shall be provided to employees with five (5) years or more of service on the basis of two (2) weeks' pay for every year of service to a maximum

of twenty-six (26) weeks. An employee may choose between retaining recall rights and receiving severance pay. If the employee chooses to retain recall rights in accordance with Article 13.03, severance pay shall be held by the Director, Employment Standards. The severance pay shall be paid out to the employee when recall rights expire.

**15.07** A recall is defined as a request to the employee to return to work when work is again available as outlined:

- a) Employees shall be placed on a recall list as per Article 13.03;
- b) The University may recall employees to the same or a similar position of the same pay grade, provided that the employee is qualified for the position without training;
- c) For the purpose of recall, the following factors shall be considered: qualifications; skills; ability; experience; and seniority. It is agreed that where these factors are relatively equal between laid off employees, seniority shall govern;
- d) Notice of recall to a person shall be good and sufficient if sent by registered mail by the University to the last address the person has communicated in writing to the University. The date of sending such notice shall be deemed to be the date the employee receives such notice of recall. The University shall inform the Union of the notice of recall;

e) All job postings shall be sent to employees on recall.

**15.08** The recalled employee must notify the University of her intention to return to work within five (5) working days of the date of recall notice; and must return to work within ten (10) working days of recall notice. If the employee is unable to return to work within the period specified, unless an extension is mutually agreed upon, the employee has abandoned her recall rights.

**15.09** No new employees shall be hired until an employee on layoff has been given an opportunity of recall, provided the laid off employee has the required qualifications, skills, ability and experience. It is agreed that newly created positions shall not be filled through recall.

## **Article 16 – Part-time Employees**

**16.01** Part-time employees covered by this Collective Agreement shall be defined as those employees who regularly work twenty-four (24) hours or less per week.

**16.02** The following provisions of the Collective Agreement have no application to part-time employees:

1. Article 13 - Seniority
2. Article 15 - Layoff and Recall

3. Article 26 - Paternity Leave
4. Article 27 - Call-in Allowance
5. Article 30 - Health and Welfare
6. Article 32 - Paid Holidays
7. Article 36 - Sick Leave

Provided, however, that Article 30 and Article 36 apply to part-time employees who work twenty-one (21) hours per week or more.

- 16.03** Where a part-time employee is transferred from part-time status to full-time status, seniority credit shall be given on the basis that 1600 hours equals one (1) year.
- 16.04** When a notice of a permanent full-time job vacancy is posted according to Article 14.01 of the Collective Agreement, part-time employees shall be allowed to make an application for such job opening. Consistent with Article 16.02 above, the part-time applicant shall not be considered to have seniority for purposes of the application for a permanent full-time vacancy except that the part-time employee shall be considered to have three (3) months seniority for the purpose of the application provided that the part-time employee has accumulated no less than two hundred (200) hours of work at the University.

**16.05** Should it be necessary for the University to reduce the number of part-time employees or to reduce the number of hours available to part-time employees, it shall consider the length of service of part-time employees in making the determination as to what part-time employees shall be affected by the decision to reduce the number of employees and/or hours of work available to part-time employees.

**16.06 Paid Holidays**

Part-time employees shall be eligible to receive holiday pay on the paid holidays enumerated in Article 32 of the Collective Agreement.

Part-time employees who are not entitled to claim holiday pay for those days are those who:

- a) Have not earned wages during the four (4) weeks before the work week in which the holiday occurred; or
- b) Fail to work their scheduled regular day of work preceding or their scheduled regular day of work following the paid holiday without reasonable cause; or
- c) Have agreed to work on a paid holiday and who without reasonable cause, fail to report for and perform the work; or

- d) Are employed under an arrangement whereby the employee may elect to work or not when requested to do so.

For part-time staff, holiday pay shall be calculated on the basis of the total amount of regular wages earned and vacation pay in the four (4) weeks before the work week in which the holiday occurred, divided by 20.

#### **16.07 Paternity Leave**

A leave of absence for paternity of up to four (4) days shall be granted to an employee who has completed his/her probationary period at the time requested by the employee, but in all cases, within thirty (30) days after the child is born or comes into the custody, care and control of the parent for the first time. Paternity Leave shall be without loss of regular pay but it is understood that an employee shall not receive payment for absence on a day or days on which he/she would not otherwise have worked.

#### **16.08 Probationary Period**

A part-time employee shall be on probation until the completion of 550 hours of active work for the University. Part-time employees who work less than seven (7) hours per week shall be on probation until the completion of seventy-five (75) hours of active work for the University. In such a case, the University may extend

the probationary period once only, to a maximum of fifty (50) additional hours.

The dismissal of a probationary part-time employee shall not be the subject of a grievance.

#### **16.09 Payment in Lieu of Benefits**

a) Part-time employees shall receive six percent (6%) of total earnings in lieu of benefits and sick leave payments except part-time employees who work twenty-one (21) hours per week or more, who are subject to Article 30.

b) For purposes of this Article, total earnings do not include prior payments made under this Article or any vacation pay pursuant to Article 16.06 above.

**16.10** The University agrees to provide a list of part-time employees showing the accumulated hours of work for part-time employees. An updated list shall be posted annually.

#### **Article 17 – Sessional Employees**

**17.01** Where full-time employees are employed for an academic year or for a period related thereto, the periods of time which are coincidental with school vacation periods and during which the work is not scheduled shall not be considered a layoff for such persons so affected.

## **Article 18 – Bulletin Boards**

**18.01** The University agrees that it shall provide for the purposes of the Union, one (1) locked bulletin board at a convenient location in each of the following buildings: 100 McCaul Street; 113 McCaul Street; and 115 McCaul Street. The Union shall use such bulletin boards for the posting of notices of Union Business. All such notices must be signed by an Officer of the Union or an authorized representative, and not conflict with University policies. The University, at its discretion, can request to the Local President the removal of any notices it deems to be inconsistent with the Collective Agreement, and such request shall not be unreasonably denied.

## **Article 19 – Leave of Absence**

### **19.01 Personal Leave**

Leave of absence without pay for legitimate personal reasons may be granted by the University upon written request. Where circumstances make written requests impractical, verbal requests shall be considered by the employee's immediate managerial supervisor.

### **19.02 Leave for Illness of Dependent**

The University agrees to grant up to three (3) days per annum off with pay when an employee is required to remain at home due to the serious illness or incapacity of a dependent person living in the employee's home. Requests for such leave must be made through the employee's immediate managerial supervisor. It is understood that employees shall make reasonable efforts to have care arranged for such person before requesting such leave. Payment made pursuant to this Article shall be deducted from the employee's accumulated sick leave credits.

### **19.03 Personal Business Leave**

Upon completing her probationary period, an employee shall be entitled to two (2) floating days per calendar year (which shall not be cumulative) to attend to personal business. Such days shall not be awarded retroactively (prior to the conclusion of her probationary term). An employee must provide at least three working days' notice in writing of her intent to take a personal business day and obtain the approval of her supervisor.

#### **19.04 Union Business Leave**

The University may grant a leave of absence without pay to not more than two (2) employees for a total period not exceeding thirty (30) working days in one (1) calendar year to attend Union conferences, conventions or other Union Business provided reasonable notice is given by the Union to the University and such absence shall not unduly interfere with the operation of the University.

#### **19.05 Election Leave**

The University agrees to grant a leave of absence without pay or benefits to an employee who is a declared candidate in any municipal, provincial or federal election. Such leave of absence shall be for a reasonable period of time prior to the election in order to allow campaigning and for one (1) term of office, if elected.

#### **19.06 Full-Time Union Leave**

The University agrees to grant a leave of absence without pay for one (1) term of office to an employee elected to a full-time position within the Union.

#### **19.07 Leave for Members of Union Executive Board**

- a) Upon written request by the Union, one employee elected to the Executive Board of the Union may be granted leave of absence without loss of pay or benefits for not more than two (2) days per month for a term of two (2) years for the purpose of conducting Union Business.
  
- b) The Union shall advise the University in writing of the name of the employee immediately following election and shall, as soon as is possible, provide the University with the schedule of Executive Board meetings to enable the University to make suitable alternative arrangements.
  
- c) The Union shall reimburse the University for the salary and benefit costs related to any leave taken pursuant to this Article, and further, agrees to reimburse the employer for any additional costs incurred by the University including, but not limited to, the cost of payment of overtime to other employees, or the cost of hiring temporary replacements.
  
- d) The Union agrees that if no suitable alternative arrangements can be made, the Executive Board member may be required to work at the University rather than attend the scheduled Executive Board meeting.

e) The employee shall give at least two (2) weeks written notice of anticipated absence to the employee's managerial supervisor prior to any Executive Board meeting notwithstanding that a schedule of meetings has been provided pursuant to Article 19.07 (b) above.

**19.08** Wherever applicable, a leave of absence granted under the Collective Agreement shall be inclusive of and not in addition to legislated leaves under the *Employment Standards Act* (i.e. Emergency Leave).

**19.09 Compassionate Care Leave**

In accordance with the *Employment Standards Act*, the University agrees to grant a leave of absence without pay for up to eight (8) weeks to an employee to provide compassionate care and support to an immediate family member with a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks. Such immediate family members shall be defined as the employee's: Spouse (includes common-law spouse and same-sex partner); Brother, Step-Brother, Sister or Step-Sister; the Parent, Step-Parent, Foster Parent; or the Child, Step-Child, or Foster Child of the employee or her Spouse. A medical certificate from a duly qualified medical practitioner shall be required to substantiate such leave. Employees should provide as much advance notice as is practicable regarding a request for compassionate care leave.

## **19.10 Emergency Leave**

In accordance with the *Employment Standards Act*, the University agrees to grant a leave of absence without pay for up to ten (10) days per calendar year to an employee because of a personal illness, injury or medical emergency, or the death, illness, injury or medical or other emergency of a family member. Such family member shall be defined as the employee's: Spouse (includes common-law spouse and same-sex partner); Brother or Sister; the Parent, Step-Parent, Foster Parent, or the Child, Step-Child or Foster Child of the employee or her Spouse; the Grandparent, Step-Grandparent, Grandchild, or Step-Grandchild of the employee or her Spouse; or a relative of the employee who is dependent on the employee for care and assistance. In the event an employee takes any part of a day as emergency leave, it shall be counted as a full day for the purpose of calculating the total leave entitlement. Documentation (medical or otherwise) may be required to substantiate such leave. Employees should provide as much advance notice as is practicable regarding a request for emergency leave.

## **Article 20 – Bereavement Pay**

**20.01** In the event of the death of an employee's Spouse (includes common-law spouse and same-sex partner), Parent, Child, Brother, Sister, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Sister-in-law, Brother-in-law,

Grandparent, Grandchild, Aunt or Uncle, the employee shall be granted up to five (5) working days leave of absence without loss of regular pay for the purposes of bereavement. The above-listed Parent, Child, Brother and Sister include step and foster relations. It is understood that an employee shall not receive payment for absence on a day or days on which the employee would not otherwise have worked. Additional leave may be granted at the University's discretion upon submission of a request to the employee's managerial supervisor.

**20.02** In the event of the death of an employee's close friend or any other relative, the employee shall be granted one (1) day leave of absence with pay to attend the funeral. It is understood that in some circumstances one (1) day shall be insufficient and additional leave may be granted at the University's discretion upon submission of a request to the employee's managerial supervisor, pursuant to paragraph 20.03 herein.

**20.03** In other cases where there has been a death that affects the employee, compassionate leave without pay for a period of up to three (3) days may be granted at the University's discretion upon submission of a request to the employee's managerial supervisor.

## **Article 21 – Jury Duty**

**21.01** The University shall pay an employee who is required for jury service, for each day of service, the difference between the employee's straight time hourly rate for the number of hours normally worked which is spent on jury service, and the payment received for jury service. The employee shall present proof of service and the amount of pay received. Such employee must return to work at every reasonable opportunity during the period of such jury duty.

## **Article 22 – Educational Assistance**

**22.01** As outlined in the *Professional Development Policy*, the University may pay all or a portion of the tuition fee for employees who, outside working hours, successfully complete courses of study in recognized educational institutions. Courses must be relevant to the employee's present position or enhance the employee's opportunities for future advancement within the University and must be approved by the employee's managerial supervisor and Human Resources prior to enrolment.

**22.02** Subject to meeting normal academic and admission requirements, permanent full-time staff members and/or their spouses or children may take a combined total of two (2) OCAD University undergraduate credit courses in one (1) calendar year for credit, provided classes do not interfere with the employee's work

schedule. Requests for tuition reimbursement must be submitted within the timelines of the University's *Professional Development Policy*. The University shall reimburse permanent full-time staff members for credit courses taken at OCAD University conditional upon successful completion of the course.

It is agreed that in determining whether a full-time staff member meets normal academic and other admission requirements, staff members shall be considered on exactly the same basis as any other person seeking acceptance into such course.

**22.03** Where the University requires an employee to take a course in order to update the employee's qualifications, for the job held by the employee, the total cost of such course shall be paid by the University, and where the employee has paid for the course a separate cheque shall be issued to the employee in this regard.

**22.04** Where an employee is required to write an examination during working hours for a job-related course approved pursuant to Article 22.01 and Article 22.03, the University agrees to allow time off without loss of pay to enable such person to write the examination.

## **Article 23 – Retirement**

**23.01** It is understood that employees contemplating retirement shall provide the University with at least three (3) months' notice in writing of their planned retirement date in order to facilitate the necessary transition planning.

## **Article 24 – Health and Safety**

- 24.01** The Union and the University acknowledge that health and safety is a matter of concern to all members of the University community. In order to promote safe work practices, it is understood that employees may be required to attend training on *Workplace Hazardous Materials Information System* (WHMIS), health and safety, and/or first aid. The Union and the University shall cooperate to promote safety rules and practices which shall provide adequate protection to employees engaged in work on behalf of the University, and to emphasize the obligations on employees and the University under applicable safety legislation and the OCAD University *Health & Safety Policy*.
- 24.02** An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at the employee's regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.
- 24.03** The University and the Union acknowledge the applicability of the *Ontario Occupational Health and Safety Act* and its Regulations, including the Regulation 851 for Industrial Establishments and the Regulation 860 for WHMIS. Allegations of non-compliance with this legislation may be the subject matter of a grievance

and may be advanced to Step 2 of the Grievance Procedure. If the matter is not resolved in the Grievance Procedure, it shall not be eligible for arbitration unless arbitration is provided for by legislation and may be dealt with in accordance with the relevant statutory provisions relating to enforcement.

**24.04** The University agrees that the Union representatives on the Joint Health and Safety Committee shall have access to the Material Safety Data Sheets in the possession of the University relating to hazardous substances used in the workplace.

**24.05** The University agrees that it shall accommodate the health needs of employees short of undue hardship, as required by the *Ontario Human Rights Code*.

## **Article 25 – Pregnancy and Parental Leave**

**25.01** Employees who have been employed by the University for at least thirteen (13) weeks shall be entitled to a leave of absence without pay for pregnancy and/or parental leave in accordance with the provisions of the *Employment Standards Act*.

### **25.02 Pregnancy Leave Benefit**

Pregnancy leave is a leave of absence for a period of up to seventeen (17) weeks by reason of the employee's pregnancy.

An employee entitled to pregnancy leave under this Article who applies for and receives employment insurance pregnancy benefits pursuant to the relevant provisions of the *Employment Insurance Act* may receive the following supplemental employment insurance benefit:

- a) For the two-week waiting period of the pregnancy leave, payments equivalent to the difference between ninety-five percent (95%) of her regular weekly earnings and the total sum of her weekly employment insurance benefits, if any, and any other earnings provided the employee presents proof to the University that she has applied for and is eligible to receive employment insurance pregnancy benefits;
- b) For subsequent consecutive weeks of the pregnancy leave, to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between ninety-five percent (95%) of her regular weekly earnings and the total sum of her weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy benefits.

### **25.03 Parental Leave Benefit**

Parental leave is a leave of absence for a period of up to thirty-five (35) weeks for the birth mother who has taken pregnancy leave and thirty-seven (37) weeks for all other parents. Parental leave may begin for the birth mother as soon as the pregnancy leave ends and for other new parents no later than fifty-two (52) weeks after the baby is born or the date their child first came into their care, custody or control.

An employee entitled to parental leave under this Article who applies for and receives employment insurance parental benefits pursuant to the relevant provisions of the *Employment Insurance Act* may receive the following supplemental insurance benefit:

- a) For the two-week (2) waiting period of the parental leave, payments equivalent to the difference between ninety-five percent (95%) of her regular weekly earnings and the total sum of her weekly employment insurance benefits, if any, and any other earnings provided the employee presents proof to the University that she has applied for and is eligible to receive employment insurance parental benefits. This benefit does not apply in the case where the waiting period has already been served under pregnancy or parental leave provisions;

b) For subsequent consecutive weeks of the parental leave, to a maximum of ten (10) additional weeks, payments equivalent to the difference between ninety-five percent (95%) of her regular weekly earnings and the total sum of her weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that she is in receipt of employment insurance parental benefits.

**25.04** Pregnancy and/or parental leave benefits as described above shall continue during a period when, but for being on pregnancy and/or parental leave, the employee would otherwise have been at work.

For the purposes of calculating pregnancy and/or parental leave benefits the employee's regular weekly earnings shall be determined by multiplying her regular hourly rate times her normal weekly hours.

**25.05** The conditions set out in the *Employment Standards Act* apply to employees on pregnancy and parental leave, including the following:

a) The employee must give the University at least two (2) weeks' written notice of the date a pregnancy leave is to begin together with the expected date of return to work. The employee must also provide appropriate documentation supporting the need for such leave(s).

- b) An employee may change the date of the pregnancy or parental leave to an earlier date, provided the employee gives the University a new written notice at least two (2) weeks before the new, earlier date.
  
- c) These requirements do not apply:
  - i. If the employee begins a parental leave early because the child came into the employee's custody, care and control earlier than expected, in which case the parental leave begins on the day she stops working and the employee must give the employer written notice that he or she is taking parental leave within two (2) weeks after stopping work, or
  
  - ii. If the employee stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage that happens earlier than the employee was expected to give birth, in which case the employee must within two (2) weeks of stopping work, give the University written notice of the date of her pregnancy leave began or is to begin and, if the University requests it, a certificate from a legally qualified medical practitioner of the employee's need to stop working early or the date of any birth, stillbirth or miscarriage and the date the employee was expected to give birth.
  
- d) An employee who has given notice to return to work at the end of a pregnancy or parental leave may change the expected date of return to work to an earlier or later

date provided the employee gives written notice to the University of at least four (4) weeks before the earlier date (to return earlier) or the initial date the leave was to end (to return later).

**25.06** An employee planning to proceed on pregnancy or parental leave may, prior to commencing such leave, make arrangements with the University to pay the employee share of the premium cost of the insurance benefits specified in Article 30.01 and the University shall continue its share of the premium cost. If the employee chooses not to pay the employee share of the premium cost of any benefit during a period of the pregnancy or parental leave, the University shall not be required to continue its share of the premium cost and the benefit shall be discontinued. An employee may choose to pre-pay their premiums prior to taking the leave.

Employees who are enrolled in the Long Term Disability Plan prior to commencing a pregnancy or parental leave and who resume active employment after a pregnancy or parental leave shall be covered by the Long Term Disability insurance upon their return to active employment.

**25.07** The seniority, service and length of employment shall continue during the pregnancy or parental leave.

Upon return from pregnancy or parental leave, the employee shall return to her previous position provided her previous position has not been eliminated. If the job previously held has been eliminated, she shall be placed in accordance with Article 15 at the time of her return to work.

### **Article 26 – Paternity Leave**

**26.01** A leave of absence for paternity of four (4) days with pay shall be granted to an employee who has completed the probationary period, at the time requested by the employee, but in all cases, within thirty (30) days after the child is born or comes into the custody, care and control of the parent for the first time.

### **Article 27 – Call-in Allowance**

**27.01** The University agrees that an employee who has left the University premises and who is notified to report for work and who reports for work outside the employee's normal scheduled hours of work shall receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours' pay at the employee's regular straight time hourly rate. For purposes of clarity, this shall not apply to employees who work overtime by reporting for work before the commencement of their normal shift or to employees who work at a time immediately following their normal shift.

## **Article 28 – Reporting Allowance**

**28.01** The University agrees that an employee, upon reporting for work at the commencement of the employee's regular scheduled shift, unless notified in advance not to do so, shall receive four (4) hours' work or four (4) hours' pay at the employee's regular straight time hourly rate, unless the cause of the matter is beyond the control of the University. Any employee so affected shall take such temporary work as is available in order to qualify for such four (4) hours' pay.

## **Article 29 – Hours of Work**

**29.01** The normal scheduled hours of work for employees shall be on the basis of thirty-five (35) hours per week and seven (7) hours per shift. Unpaid lunch periods as established by the University shall normally be one (1) hour and not be considered time worked. Any other arrangements regarding the lunch period break shall be mutually agreed upon between the employee and the immediate supervisor.

**29.02** It is acknowledged that some employees shall be scheduled to work less than thirty-five (35) hours per week. For purposes of overtime calculation only, the normal scheduled hours of work of such employees shall be deemed to be thirty-five (35) hours per week and seven (7) hours per shift.

- 29.03** The provisions of this Article are intended only to provide a basis for calculating time worked and are not a guarantee as to hours of work per day, nor as to hours of work per week, nor as a guarantee of working schedules.
- 29.04** An employee who is required to work overtime of one (1) hour or more on any one occasion in excess of the employee's normal working hours per day or in excess of the employee's normal scheduled hours of work per week shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate. It is understood that where an employee volunteers to work additional time to compensate for requested time off during her normal working hours, the pay for such employee shall not exceed the hourly equivalent straight time of that employee.
- 29.05** In order to qualify for overtime payment, the overtime work performed must be requested and authorized in writing, on a form provided by the University, by the individual's immediate managerial supervisor.
- 29.06** Employees required to work overtime shall be allowed, with the approval of the University, to take time off work in lieu of overtime payment at a time mutually agreed upon. No employees shall be allowed to accumulate an excessive amount of overtime for the purpose of taking time off work in lieu of payment. In the event such accrued overtime exceeds two (2) weeks, it must be used within the following three (3) months, or failing that, shall be paid out. Where an

employee takes time off work in lieu of overtime payment, it shall be on the basis of one and one-half (1½) hours off for each one (1) hour of overtime worked.

Employees shall not be required to take time off in lieu of overtime compensation.

**29.07** For the purpose of the Collective Agreement, an employee's "regular straight time hourly rate" means the employee's hourly base rate calculated by dividing the annual salary by the number of normal working hours in one (1) year. Employees covered by 29.02 shall have their regular straight time hourly rate specified in the wage schedule.

**29.08** The University agrees to give one 15-minute paid rest period during each half day worked.

**29.09** Premium payments under any of the terms of the Collective Agreement shall not be duplicated or pyramided for the same hours worked.

**29.10** For the purpose of this Article "day" means a calendar day.

**29.11** The University agrees that it shall not schedule employees to work split shifts.

**29.12** For every two hours of overtime worked, an employee shall be given a 15-minute paid rest period to be taken at a mutually agreeable time.

**29.13** Where three (3) hours or more of overtime is worked by an employee at the end of the employee's regular working day, the University shall provide a dinner allowance of ten dollars (\$10.00). Where an employee works three (3) hours or more in excess of a full overtime shift of 7 hours on a Saturday or Sunday, the dinner allowance shall be paid.

**29.14** The University shall endeavour to schedule hours of work between the regular hours of 7:00 a.m. and 7:00 p.m. Monday to Friday, where appropriate for the efficient running of the University.

For any ongoing change to an employee's work schedule, a minimum of thirty (30) calendar days' notice shall be provided. In the case of any temporary change in the work hours, a minimum of three (3) working days' notice shall be provided. For any employee hired on or before December 17, 1997, an ongoing change in work schedule outside regular hours as outlined above shall be subject to mutual agreement between the employee and the University, unless the employee obtains a new position at the University, in which case a work schedule outside regular hours may be required.

It is understood and agreed that for the purposes of this Article, a 'new' position is defined as one which is either in addition to, or clearly different in nature and/or scope of duties, from those bargaining unit positions in existence as of June 1, 1999, or a position not currently held by the employee.

It is understood that variations of daily hours may be arranged by mutual agreement between employees and their managerial supervisors, including the waiving of notice periods as identified above. Such requests may include flexible hours and a compressed work week.

**29.15** Where notification of change of normal working hours is not given in accordance with the provisions of 29.14, the University shall pay the employee at the rate of time and one-half (1½) the employee's regular straight time hourly rate for the hours worked outside the employee's normal hours of work.

**29.16 Shift Premiums**

Employees shall be paid shift premiums as follows:

- a) Employees whose hours of work are scheduled between 7 p.m. and 12 a.m., Monday to Sunday shall be paid a shift premium of one dollar (\$1.00) per hour, for all hours worked between 7 p.m. and 12 a.m.
  
- b) Employees whose hours of work are scheduled between 12 a.m. and 7 a.m., Monday to Sunday, shall be paid a shift premium of one dollar and twenty-five cents (\$1.25) per hour, for all hours worked between 12 a.m. and 7 a.m.

- c) Employees whose hours of work are scheduled between 7 a.m. and 7 p.m. on Saturday or Sunday shall be paid a shift premium of one dollar (\$1.00) per hour, for all hours worked between 7 a.m. and 7 p.m. on Saturday or Sunday.

It is understood that shift premiums shall not be paid for any hours in which an employee is paid an overtime rate and such shift premiums shall not form part of an employee's regular straight-time hourly rate.

It is understood that shift premiums shall not apply in the event that an employee requests modified or alternate work hours outside regularly scheduled hours.

**29.17** It is agreed that Article 29.14, 29.15 and 29.16 have no application to part-time employees.

**29.18** Where an employee is required to work additional hours and/or temporarily rescheduled hours and leaves the University premises late at night (on or after 10 p.m.), the University shall reimburse the cost of transportation home by taxi of up to twenty (\$20.00) dollars upon the provision of a receipt.

## **Article 30 – Health and Welfare**

**30.01** The University agrees to provide the following coverage for all eligible full-time employees on the active payroll of the University:

- a) The University shall pay 90% and the employee shall pay 10% of the premium cost of the existing supplementary health care benefits, including vision care, listed in the current group benefits plan;
- b) The University shall pay 100% of the premium cost of the existing dental care benefits listed in the current group benefits plan;
- c) The University shall pay 50% and the employee shall pay 50% of the premium cost of existing group life, dependent life, and accidental death & dismemberment (AD&D) insurance listed in the current group benefits plan;
- d) The University shall pay 20% and the employee shall pay 80% of the premium cost of the existing Long Term Disability plan, taxable with primary CPP offset. It is agreed that, as of the date of the signing of this Collective Agreement, the enrolment in the LTD plan shall be mandatory for all eligible employees upon commencement of employment with the University;

The University agrees to provide benefits coverage for an employee's spouse (including common-law spouse and same-sex partner).

**30.02** The employee's portion of such premium payments shall be paid through payroll deductions.

**30.03** The provision of any benefit pursuant to this Collective Agreement is not to be construed as a guarantee as to specific coverage or eligibility for benefits which shall be established by the terms and conditions of the various insurance policies held. The University reserves the right to change carriers as and when necessary, provided that there shall be no change in the level of benefits coverage, except with the mutual agreement of the parties.

**30.04** Employees may elect to participate in the existing pension plan which shall continue to be available during the term of this Collective Agreement.

**30.05** The University agrees to maintain benefits coverage for up to a seventeen (17) week period from the commencement of a leave of absence for sickness or disability.

**30.06** In the event of absence for reasons other than illness or disability (including layoff), the University shall maintain benefits coverage (except for Long Term Disability) for a period of one (1) month following the month in which the

employee commenced the absence. The premium shall be deducted from the last pay of such employee.

- 30.07** The University shall maintain benefits coverage (except for Long Term Disability) during the period of absence sessional employees who work thirty-five (35) or more weeks per year are required to be absent from the University. The employee portion shall be deducted from the last pay of such employee, by the employee prepaying the cost of the employee portion of such coverage, or through other arrangements satisfactory to the University.

Sessional employees may make special application to the insurance company for continued LTD coverage during the summer vacation period. If the insurance company agrees to extend coverage during the summer months, the employee shall prepay the cost of such coverage or make other arrangements satisfactory to the University.

- 30.08** In the event of a leave of absence (not including lay-off), an employee may make arrangements with the University for continued benefit coverage for the duration of the absence provided that such coverage is allowed under the insurance policies held and provided the insurer approves such coverage being extended during the leave of absence.

## **Article 31 – Vacation**

**31.01** Employees, except sessional employees, shall be entitled to vacation and vacation pay computed on the following basis according to the employee's length of continuous service:

- a) 1.25 days per month of service up to and including the fourth year of continuous employment (three weeks annually) at the employee's regular rate of pay;
- b) 1.66 days per month of service from the beginning of the fifth year up to and including the ninth year of continuous employment (four weeks annually) at the employee's regular rate of pay;
- c) 2.08 days per month of service from the beginning of the tenth year and during subsequent years of continuous employment (five weeks annually) at the employee's regular rate of pay.

**31.02** If a paid holiday falls or is observed during an employee's vacation period, the employee shall receive an additional day off work with pay.

**31.03** An employee shall be granted and shall take vacation at such time or times as the University finds most suitable, considering in each case the efficient operation of the University, the employee's seniority and personal preference. It is understood

and agreed that where an employee is entitled to more than three (3) weeks of vacation, the University may require the employee to take the employee's vacation in interrupted periods in order to accommodate the wishes of other employees.

**31.04** For vacation requests of five (5) consecutive business days or more, employees shall notify the University of their vacation preference two (2) months in advance.

Where an employee makes a request in writing at least three (3) weeks prior to a scheduled vacation period the employee's vacation pay for the period of this scheduled vacation shall be paid to the employee on the regular pay day preceding their vacation.

**31.05** Sessional employees shall be entitled to vacation pay computed on the following basis according to the employee's length of service;

- a) Vacation pay of six percent (6%) of total earnings in the preceding year of service up to and including the fourth year of employment at the employee's regular rate of pay;
- b) Vacation pay of eight percent (8%) of total earnings in the preceding year of service from the beginning of the fifth year and up to and including the ninth year of employment at the employee's regular rate of pay;

- c) Vacation pay of ten percent (10%) of total earnings in the preceding year of service from the beginning of the tenth year and during subsequent years of employment at the employee's regular rate of pay.

Sessional employees wishing to take vacation time off, rather than receiving vacation pay, may do so with the approval of their immediate managerial supervisor. Any vacation time taken would be deducted from the amount of vacation pay owing.

**31.06** On termination of employment, an employee shall receive six percent (6%), eight percent (8%) or ten percent (10%) of earnings since the employee's last anniversary of employment. The appropriate percentage of vacation pay shall be based on length of service. An employee with less than five (5) years of continuous service would receive 6% of earnings; an employee with five (5) years of continuous service but less than ten (10) years would receive 8% of earnings; and an employee with ten (10) years or more of continuous service would receive 10% of earnings. Any vacation time taken would be deducted from the amount of vacation pay owing.

**31.07 Continuous Service**

- a) Subject to paragraph (b), for the purposes of Article 31, length of continuous service shall be defined as the length of service of the employee since the date of last hire.

b) Where an employee is absent for any reason (except pregnancy leave, parental leave, or as provided by the *Ontario Human Rights Code*) in excess of three (3) months, the period of absence beyond three (3) months shall not be included in calculating continuous service and the employee's anniversary date shall be adjusted accordingly.

**31.08** It is understood and agreed that employees shall normally be required to take their vacation and are not allowed to accumulate unused vacation days. In those unusual circumstances where an employee is allowed to accrue unused vacation time such accrual shall not exceed ten (10) vacation days.

**31.09 Vacation Bonus**

a) When a sessional employee has completed twenty (20) years, twenty-five (25) years, and thirty (30) years of continuous service, the sessional employee shall be entitled to additional vacation pay of two percent (2%) of total earnings in the preceding year in addition to the sessional employee's entitlement under 31.05 above. This additional vacation pay shall be receivable only in the year following the sessional employee's twentieth (20th), twenty-fifth (25th), or thirtieth (30th) anniversary as a vacation pay bonus for that year only. The granting of an additional two percent (2%) of vacation pay pursuant to this provision on the occasion of the twentieth (20th), twenty-fifth (25th), or thirtieth (30th) anniversary of

employment does not increase the sessional employee's vacation pay entitlement under 31.05 above.

b) When an employee has completed twenty (20) years, twenty-five (25) years, and thirty (30) years of continuous service, the employee shall be entitled to one (1) additional week of vacation at the employee's regular rate of pay in addition to the employee's entitlement under 31.01 above. This additional vacation entitlement shall be taken only in the year following the employee's twentieth (20th), twenty-fifth (25th), or thirtieth (30th) anniversary as a vacation bonus for that year only. The granting of an additional week of vacation pursuant to this provision on the occasion of the twentieth (20th), twenty-fifth (25th), or thirtieth (30th) anniversary of employment does not increase the employee's vacation entitlement under 31.01 above.

**31.10** Where an employee is hospitalized during her vacation, the duration of her hospitalization shall be charged against her sick leave entitlements and shall not be counted as part of her vacation entitlements, provided that satisfactory medical certification has been provided to the University.

**Article 32 – Paid Holidays**

**32.01** An employee shall receive the following holidays with pay:

- |                |               |
|----------------|---------------|
| New Year's Day | Civic Holiday |
| Family Day     | Labour Day    |

|              |                  |
|--------------|------------------|
| Good Friday  | Thanksgiving Day |
| Victoria Day | Christmas Day    |
| Canada Day   | Boxing Day       |

**32.02** Employees who celebrate a recognized holiday other than those listed above shall be granted time off without pay, provided they give the University two weeks' notice. Employees also have the option to use any accrued vacation, personal business leave days, or accrued overtime they may have.

**32.03** In order to qualify for holiday pay, an employee shall work on each of her regularly scheduled working days immediately preceding and immediately following the holiday concerned unless an employee with seniority was absent due to:

- a) Verified illness or accident for a period not exceeding ten (10) working days inclusive of the holiday (days during which an employee uses sick leave credits shall not be counted in computing days of absence);
- b) Layoff for a period not exceeding ten (10) working days inclusive of the holiday;
- c) Vacation granted by the University hereunder;
- d) Approved leave of absence for a period not exceeding ten (10) working days inclusive of the holiday;

e) Absence from work with reasonable cause.

**32.04** Sessional employees who are not scheduled to work during the University vacation periods shall not be eligible for Statutory Holiday pay for holidays falling during that period.

**32.05** An employee who works on any of the days listed as paid holidays shall be paid at the rate of time and one-half (1 ½) for each hour worked in addition to the holiday pay.

**32.06** The President of the University may at her discretion decide to grant additional paid time off during the Christmas holiday period to all employees covered by this Collective Agreement. When such paid time off is granted, the qualifying days for such paid time shall be the working days immediately preceding and immediately following the Christmas holiday period. The University shall endeavour to notify employees by October 1 of each year of this holiday period schedule.

### **Article 33 – Wages and Classifications**

**33.01** The job titles and salary grades of bargaining unit members shall be as listed on Appendices A, B, and C (subject to Article 33). It is understood and agreed that the salary grades of positions listed in applicable Appendices do not preclude employees from initiating Job Evaluation requests. It is further agreed that salary grade changes may be retroactive, subject to existing Job Evaluation process.

## **Article 34 – New and Changed Job Classifications**

**34.01** In the event that a new job classification is introduced, the University shall establish the pay grade pursuant to the existing University Unit 1 Job Evaluation Plan for such job classification and advise the Union. Furthermore, should the work being performed in any job classification change enough to warrant a change in the existing pay grade the University shall make such change and advise the Union. In either case, the pay grade established by the University may be the subject of a grievance. Any such grievance shall be commenced as a Union Policy grievance in accordance with the applicable provisions of the Grievance Procedure.

**34.02** It is the mutual desire of the parties that evaluations of employee's job classifications shall be completed as quickly as possible. As it is understood that a current job description is a prerequisite to the job evaluation process, the University shall finalize and provide a copy of new job descriptions for all positions created or changed by the date of implementation. Furthermore, such job descriptions shall be reviewed by the Job Evaluation Committee to ascertain the appropriate pay grade to be assigned to the position. Where no new job description exists an employee may proceed as follows:

### **Step 1**

The employee may submit a written or verbal request to the employee's managerial supervisor for their job description to be updated. Where possible, a copy of the new job description shall be provided within four (4) weeks.

## **Step 2**

The employee may submit a completed, signed *Job Evaluation Request Form & Working Conditions Questionnaire* to the Human Resources office. Where possible, Human Resources shall forward such request to the Job Evaluation Committee and the decision of the Committee's review shall be communicated to the employee within sixty (60) days.

**34.03** In assessing any salary established by the University, the Board of Arbitration shall be guided by the existing rate structure in the University and the relationship of the job under review to other job classifications and salaries established pursuant to this Collective Agreement and the University Unit 1 Job Evaluation Plan.

**34.04** The Arbitrator may award any adjustment retroactive to the first day the job was performed by any incumbent.

**34.05** Should the duties and responsibilities of a job classification be revised and/or reorganized by the University so as to result in the position being reclassified to a lower pay grade the following provisions shall apply with respect to the salary of the incumbent in the position:

- a) The employee shall be placed at the same salary level as she was at in the higher pay grade and the employee shall progress through the salary steps (if any) in the lower pay grade in the normal course; and
  
- b) The employee's salary shall be red-circled and remain at the rate in effect at the time the job classification was downgraded until the rate for the applicable level in the lower pay grade meets or exceeds the red-circled rate, whereupon the rate for the applicable level in the lower pay grade shall apply.

### **Article 35 – Safety Shoes**

**35.01** Where the University requires an employee to wear safety shoes, the University shall contribute up to one hundred dollars (\$100.00) per annum to the employee toward the cost of CSA approved/green patch safety shoes for said employee upon presentation of an appropriate receipt.

## **Article 36 – Sick Leave**

- 36.01** Pay for sick leave is for the purpose of protecting full-time employees on the active payroll of the University, who have completed their probationary period, against loss of income when they are legitimately sick or disabled.
- 36.02** Sick leave credits shall be granted to employees who have completed their probationary period. Such employees are entitled to accumulate one (1) sick day credit per month of active employment. Such credits may be accrued beyond the current fiscal year to a maximum of thirty-six (36) credits. Where an employee works less than a full month the employee shall receive a proportionate number of sick day credits. It is understood however that no employee shall suffer any loss or reduction of sick leave credits because of absence due to vacation or because of taking time off in lieu of overtime payments. However, where a full-time employee is scheduled to work less than a full week, the employee's sick leave credits shall be reduced proportionately.
- 36.03** Upon the successful conclusion of their probationary period, employees shall be credited with sick leave credits retroactive to their date of hire in accordance with article 36.02.
- 36.04** An employee shall be required by her managerial supervisor to provide satisfactory proof of illness or disability for any absence of more than five (5) consecutive working days. This requirement may be waived at the discretion of

the University. Such proof shall be in the form of a medical certificate from a duly qualified medical practitioner. Notwithstanding this provision, the managerial supervisor may, at his/her discretion, require an employee to submit a medical certificate for a period of absence of five (5) working days or less.

**36.05** Employees may request time off work without loss of pay in order to visit a dentist or doctor. Such time off with pay may be granted but a deduction from sick leave credits shall be made for the time spent away from work.

**36.06 Short-term Disability**

- a) When an employee who has been in the employ of the University for one (1) full year or more requires a leave of absence for sickness or disability, she shall be entitled to short-term disability benefits upon the first (1<sup>st</sup>) day of accident or hospitalization or eighth (8<sup>th</sup>) consecutive day of sickness or disability for a period of up to seventeen (17) weeks, subject to the provision of medical documentation satisfactory to the University. Payment of this money is dependent upon production of satisfactory medical certificates. Short-term disability benefits shall be calculated at 66.67% of weekly salary. (Note: grand-parenting of sick leave accrual in Letter of Understanding at the end of this Collective Agreement.)
  
- b) In the event that, following a return to work, the same illness or disability recurs within a six (6) month period, the employee is eligible for any remaining days in the

17 weeks of short-term disability benefits. For sessional employees, short-term disability benefits are not maintained beyond the current work session.

### **36.07 Accommodation in Employment for Persons with Disabilities**

- a) In accordance with the *Ontario Human Rights Code*, the parties are jointly committed to, whenever possible, accommodation in employment of employees with a disability supported by documentation deemed satisfactory by the University.
- b) Facilitating accommodation is a mutual responsibility of the employer and employee as well as management and Union, and all parties shall work cooperatively to foster an atmosphere conducive to accommodation.
- c) The University shall endeavour to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.
- d) The University shall review on a case by case basis, in consultation with the employee and the Union, opportunities for accommodation in employment, taking into consideration the operational requirements of the University (short of undue hardship) and the desire to provide meaningful work assignments which shall

facilitate reintegration into the workplace and shall make a positive contribution to the University's operations.

- e) Accommodation plans shall abide by the *Ontario Human Rights Code* and be implemented in conjunction with the Long-term Disability Plan, if applicable.
- f) Upon request by the University, the Union shall waive the job posting requirement of this Collective Agreement to facilitate the accommodation of an employee.

### **Article 37 – Technological Change**

**37.01** In the event that the University is planning to introduce a technological change which shall significantly alter the status of an employee within the bargaining unit, the University shall meet with the Union and the employee(s) affected to consider the minimization of adverse effects, if any, upon the employee(s) concerned, as soon as practicable.

### **Article 38 – Term of Agreement**

**38.01** The term of the Collective Agreement shall be June 1, 2011 to May 31, 2014 and shall continue from year to year thereafter unless either party gives the other party notice in writing during the period starting ninety (90) days prior to the expiry date in any year that it desires its termination or amendment.

**38.02 Notice of Changes**

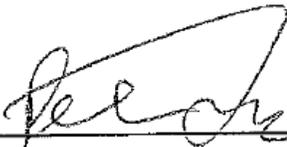
Either party desiring to propose change to this Collective Agreement shall, in the period starting ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new Collective Agreement and the terms of this Collective Agreement shall remain in effect during such negotiations until a legal strike date is reached or a new Collective Agreement is reached.

**38.03** The parties agree that they shall share equally the cost of printing the Collective Agreement.

Dated at Toronto this 17<sup>th</sup> day of May, 2013

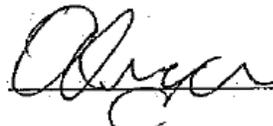
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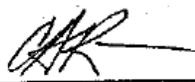
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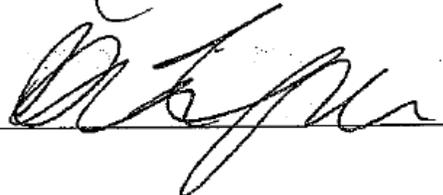
  
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## June 1, 2011 Salary Schedule

Effective June 1, 2011 (1.75% ATB Increase)

| GRADES | STEPS                                  |  |  |  |  |  |  |
|--------|--|--|--|--|--|--|--|
|        | Start                                  | 6 mo                                   | 12 mo                                  | 18 mo                                  | 24 mo                                  | 36 mo                                  | 48 mo                                  |
| 1      | \$ 12.84<br>\$ 898.78<br>\$23,368.20   | \$ 13.83<br>\$ 968.43<br>\$25,179.31   | \$ 14.91<br>\$ 1,043.90<br>\$27,141.33 | \$ 16.06<br>\$ 1,124.20<br>\$29,229.09 |  |  |  |
| 2      | \$ 13.93<br>\$ 975.21<br>\$25,355.38   | \$ 15.00<br>\$ 1,049.70<br>\$27,292.23 | \$ 16.14<br>\$ 1,130.00<br>\$29,380.04 | \$ 17.41<br>\$ 1,219.01<br>\$31,694.21 |  |  |  |
| 3      | \$ 15.08<br>\$ 1,055.51<br>\$27,443.15 | \$ 15.96<br>\$ 1,117.43<br>\$29,053.05 | \$ 16.86<br>\$ 1,180.31<br>\$30,688.06 | \$ 17.84<br>\$ 1,249.00<br>\$32,474.01 | \$ 18.85<br>\$ 1,319.62<br>\$34,310.24 |  |  |
| 4      | \$ 16.34<br>\$ 1,143.55<br>\$29,732.22 | \$ 17.26<br>\$ 1,208.37<br>\$31,417.52 | \$ 18.27<br>\$ 1,278.99<br>\$33,253.76 | \$ 19.31<br>\$ 1,351.55<br>\$35,140.35 | \$ 20.41<br>\$ 1,428.95<br>\$37,152.64 |  |  |
| 5      | \$ 17.68<br>\$ 1,237.39<br>\$32,172.15 | \$ 18.70<br>\$ 1,308.98<br>\$34,033.54 | \$ 19.79<br>\$ 1,385.41<br>\$36,020.72 | \$ 20.91<br>\$ 1,463.78<br>\$38,058.20 | \$ 22.11<br>\$ 1,547.95<br>\$40,246.63 | \$ 23.39<br>\$ 1,636.96<br>\$42,560.87 |  |
| 6      | \$ 19.16<br>\$ 1,340.91<br>\$34,863.65 | \$ 20.26<br>\$ 1,418.31<br>\$36,875.97 | \$ 21.42<br>\$ 1,499.57<br>\$38,988.92 | \$ 22.64<br>\$ 1,584.71<br>\$41,202.48 | \$ 23.97<br>\$ 1,677.59<br>\$43,617.26 | \$ 25.37<br>\$ 1,775.91<br>\$46,173.62 |  |
| 7      | \$ 20.76<br>\$ 1,453.14<br>\$37,781.52 | \$ 21.96<br>\$ 1,537.30<br>\$39,969.92 | \$ 23.19<br>\$ 1,623.41<br>\$42,208.62 | \$ 24.55<br>\$ 1,718.22<br>\$44,673.76 | \$ 25.93<br>\$ 1,814.97<br>\$47,189.17 | \$ 27.39<br>\$ 1,917.15<br>\$49,845.89 |  |
| 8      | \$ 22.49<br>\$ 1,574.07<br>\$40,925.80 | \$ 23.51<br>\$ 1,645.66<br>\$42,787.21 | \$ 24.60<br>\$ 1,722.09<br>\$44,774.35 | \$ 25.72<br>\$ 1,800.46<br>\$46,811.84 | \$ 26.90<br>\$ 1,882.69<br>\$48,949.96 | \$ 28.10<br>\$ 1,966.86<br>\$51,138.36 |  |
| 9      | \$ 24.34<br>\$ 1,703.71<br>\$44,296.46 | \$ 25.46<br>\$ 1,782.07<br>\$46,333.90 | \$ 26.63<br>\$ 1,864.31<br>\$48,472.01 | \$ 27.82<br>\$ 1,947.51<br>\$50,635.29 | \$ 29.09<br>\$ 2,036.52<br>\$52,949.46 | \$ 30.43<br>\$ 2,130.36<br>\$55,389.41 |  |
| 10     | \$ 25.77<br>\$ 1,803.85<br>\$46,900.17 | \$ 26.95<br>\$ 1,886.47<br>\$49,048.28 | \$ 28.19<br>\$ 1,973.14<br>\$51,301.67 | \$ 29.48<br>\$ 2,063.86<br>\$53,660.36 | \$ 30.84<br>\$ 2,158.63<br>\$56,124.36 | \$ 32.26<br>\$ 2,258.26<br>\$58,714.72 | \$ 33.87<br>\$ 2,371.17<br>\$61,650.46 |
| 11     | \$ 27.28<br>\$ 1,909.88<br>\$49,656.93 | \$ 28.53<br>\$ 1,996.99<br>\$51,921.66 | \$ 29.83<br>\$ 2,088.33<br>\$54,296.51 | \$ 31.25<br>\$ 2,187.16<br>\$56,866.16 | \$ 32.69<br>\$ 2,288.06<br>\$59,489.63 | \$ 34.20<br>\$ 2,393.83<br>\$62,239.66 | \$ 35.84<br>\$ 2,508.70<br>\$65,226.19 |



## Appendix A – Positions & Salary Schedule

### 1. Terms and Conditions of Employment for Appendix A positions

The terms and conditions of employment for Appendix A positions shall be those specified in Appendix A, as well as those outlined in the OPSEU Unit 1 Collective Agreement.

### 2. Appendix A Job Titles

The job titles of Appendix A positions shall be as follows:

| <b>POSITION</b>   | <b>GRADE</b> |
|---|--------------|
| Computer Support Clerk  | A1           |
| Copy & Print Services Clerk   | A1           |
| University Receptionist   | A1           |
| Assistant to the Associate Vice-President, Students                   | A2           |
| Assistant, Admissions & Recruitment                                   | A2           |
| Assistant, Alumni Relations & Development and Alumni Relations Events | A2           |
| Assistant, Centre for Students with Disabilities                      | A2           |
| Assistant, Development  | A2           |
| Assistant, Digital Futures Initiatives                                | A2           |
| Assistant, Faculty of Liberal Arts & Sciences and School of           | A2           |

|   |    |
|---|----|
| Interdisciplinary Studies   |    |
| Campus Operations Clerk   | A2 |
| Campus Services & Security Clerk  | A2 |
| Cashier   | A2 |
| Circulation/Access Services Technician                                  | A2 |
| Circulation/Learning Zone Technician                                    | A2 |
| Computer Support Assistant  | A2 |
| Facilities Planning Clerk   | A2 |
| Help Desk & AV Support Assistant  | A2 |
| Information & Records Clerk   | A2 |
| Laptop Help Desk Support Assistant                                      | A2 |
| Library Services & Acquisitions Technician                              | A2 |
| Marketing & Communications Coordinator                                  | A2 |
| Model Coordinator   | A2 |
| Network Assistant   | A2 |
| Program Assistant, Centre for Innovation in Art & Design Education      | A2 |
| Serials Technician  | A2 |
| Technical Services Library Technician                                   | A2 |
| Administrator, Facilities Planning & Management                         | A3 |
| Admissions Coordinator  | A3 |
| Assistant to the Dean, Faculty of Art                                   | A3 |
| Assistant to the Dean, Faculty of Design                                | A3 |
| Assistant to the Dean, Faculty of Liberal Arts & Sciences and School of | A3 |

|  |    |
|--|----|
| Interdisciplinary Studies                                  |    |
| Assistant, Faculty of Design                               | A3 |
| Assistant, Financial Aid & Awards/Student Success Programs | A3 |
| Assistant, Health & Wellness Centre                        | A3 |
| Assistant, Inclusive Design Research Centre                | A3 |
| AV Support Specialist                                      | A3 |
| Av Support Specialist (Inventory)                          | A3 |
| Building Projects Coordinator                              | A3 |
| Coordinator, Circulation & Access Services                 | A3 |
| Coordinator, Gift Processing/Database Management           | A3 |
| Coordinator, Graduate Studies                              | A3 |
| Coordinator, IT Services & Sustainability Initiatives      | A3 |
| Coordinator, Studio Management                             | A3 |
| Distribution Services Coordinator                          | A3 |
| Graphic Designer   | A3 |
| Maintenance Assistant                                      | A3 |
| Network Administrator                                      | A3 |
| Online Program Coordinator, Inclusive Design               | A3 |
| Program Assistant (2D), Faculty of Design                  | A3 |
| Program Assistant (3D), Faculty of Design                  | A3 |
| Program Assistant (CRCP/INTM/SCIN), Faculty of Art         | A3 |
| Program Assistant (DRPT/PHOT/PRNT), Faculty of Art         | A3 |
| Program Assistant (First Year), Faculty of Art             | A3 |

|   |    |
|---|----|
| Program Assistant (First Year), Faculty of Design                       | A3 |
| Program Assistant, Aboriginal Visual Culture Program                    | A3 |
| Program Assistant, Graduate Studies                                     | A3 |
| Program Coordinator, Continuing Studies                                 | A3 |
| Program Coordinator, Experiential Learning                              | A3 |
| Programs Coordinator, Exhibition Services                               | A3 |
| Records Administrator (Degree Audit)                                    | A3 |
| Records Assistant   | A3 |
| Recruitment Coordinator   | A3 |
| Scheduling Coordinator  | A3 |
| Sr. Accounting & Payroll Clerk  | A3 |
| Sr. Accounting Clerk  | A3 |
| Sr. Accounts Payable/Receivable Clerk                                   | A3 |
| Sr. Student Accounts Clerk  | A3 |
| Student Communications Administrator                                    | A3 |
| Video Producer  | A3 |
| Visual Resources Coordinator  | A3 |
| Work Request Coordinator  | A3 |
| Admissions Officer  | A4 |
| Assistant (Academic Planning), Faculty of Art                           | A4 |
| Assistant Curator   | A4 |
| Campus Life Coordinator   | A4 |
| Coordinator, International Student Services & Student Mobility/Exchange | A4 |

|   |    |
|---|----|
| Financial Aid & Awards Administrator        | A4 |
| Financial Aid Administrator                 | A4 |
| Financial Aid Projects Officer              | A4 |
| Help Desk Support Coordinator (AV)          | A4 |
| Help Desk Support Coordinator (IT)          | A4 |
| Help Desk Support Coordinator (Laptop)      | A4 |
| It Project Coordinator                      | A4 |
| Recruitment Officer                         | A4 |
| Research Grants/Contracts Officer           | A4 |
| Student Advisor                             | A4 |
| Supervisor, Campus Security                 | A4 |
| Assistant Registrar, Records & Registration | A5 |

### 3. Appendix A Salary Schedule

The Appendix A salary schedule shall be as follows:

**Effective June 1, 2012**

| GRADES    | STEPS                                  |  |  |  |  |  |  |
|-----------|--|--|--|--|--|--|--|
|           | 1                                      | 2                                      | 3                                      | 4                                      | 5                                      | 6                                      | 7                                      |
| <b>A1</b> | \$ 16.34<br>\$ 1,143.55<br>\$29,732.22 | \$ 17.26<br>\$ 1,208.37<br>\$31,417.52 | \$ 18.27<br>\$ 1,278.99<br>\$33,253.76 | \$ 19.31<br>\$ 1,351.55<br>\$35,140.35 | \$ 20.41<br>\$ 1,428.95<br>\$37,152.64 |  |  |
| <b>A2</b> | \$ 19.16<br>\$ 1,340.91<br>\$34,863.65 | \$ 20.26<br>\$ 1,418.31<br>\$36,875.97 | \$ 21.42<br>\$ 1,499.57<br>\$38,988.92 | \$ 22.64<br>\$ 1,584.71<br>\$41,202.48 | \$ 23.97<br>\$ 1,677.59<br>\$43,617.26 | \$ 25.37<br>\$ 1,775.91<br>\$46,173.62 |  |
| <b>A3</b> | \$ 22.49<br>\$ 1,574.07<br>\$40,925.80 | \$ 23.51<br>\$ 1,645.66<br>\$42,787.21 | \$ 24.60<br>\$ 1,722.09<br>\$44,774.35 | \$ 25.72<br>\$ 1,800.46<br>\$46,811.84 | \$ 26.90<br>\$ 1,882.69<br>\$48,949.96 | \$ 28.10<br>\$ 1,966.86<br>\$51,138.36 |  |
| <b>A4</b> | \$ 25.77<br>\$ 1,803.85<br>\$46,900.17 | \$ 26.95<br>\$ 1,886.47<br>\$49,048.28 | \$ 28.19<br>\$ 1,973.14<br>\$51,301.67 | \$ 29.48<br>\$ 2,063.86<br>\$53,660.36 | \$ 30.84<br>\$ 2,158.63<br>\$56,124.36 | \$ 32.26<br>\$ 2,258.26<br>\$58,714.72 | \$ 33.87<br>\$ 2,371.17<br>\$61,650.46 |
| <b>A5</b> | \$ 27.28<br>\$ 1,909.88<br>\$49,656.93 | \$ 28.53<br>\$ 1,996.99<br>\$51,921.66 | \$ 29.83<br>\$ 2,088.33<br>\$54,296.51 | \$ 31.25<br>\$ 2,187.16<br>\$56,866.16 | \$ 32.69<br>\$ 2,288.06<br>\$59,489.63 | \$ 34.20<br>\$ 2,393.83<br>\$62,239.66 | \$ 35.84<br>\$ 2,508.70<br>\$65,226.19 |

**Effective June 1, 2013 (1.0% ATB Increase)**

| GRADES    | STEPS       |             |             |             |             |             |             |
|-----------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|           | 1           | 2           | 3           | 4           | 5           | 6           | 7           |
| <b>A1</b> | \$ 16.50    | \$ 17.43    | \$ 18.45    | \$ 19.50    | \$ 20.62    | \$ 21.41    | \$ 22.39    |
|           | \$ 1,154.98 | \$ 1,220.45 | \$ 1,291.78 | \$ 1,365.07 | \$ 1,443.24 | \$ 1,498.50 | \$ 1,567.43 |
|           | \$30,029.54 | \$31,731.69 | \$33,586.30 | \$35,491.75 | \$37,524.17 | \$38,960.96 | \$40,753.17 |
| <b>A2</b> | \$ 19.35    | \$ 20.46    | \$ 21.64    | \$ 22.87    | \$ 24.21    | \$ 25.62    | \$ 26.60    |
|           | \$ 1,354.32 | \$ 1,432.49 | \$ 1,514.57 | \$ 1,600.56 | \$ 1,694.36 | \$ 1,793.67 | \$ 1,862.35 |
|           | \$35,212.28 | \$37,244.73 | \$39,378.81 | \$41,614.50 | \$44,053.44 | \$46,635.36 | \$48,421.02 |
| <b>A3</b> | \$ 22.71    | \$ 23.74    | \$ 24.85    | \$ 25.98    | \$ 27.16    | \$ 28.38    | \$ 29.47    |
|           | \$ 1,589.81 | \$ 1,662.12 | \$ 1,739.31 | \$ 1,818.46 | \$ 1,901.52 | \$ 1,986.53 | \$ 2,062.59 |
|           | \$41,335.06 | \$43,215.08 | \$45,222.09 | \$47,279.96 | \$49,439.46 | \$51,649.75 | \$53,627.41 |
| <b>A4</b> | \$ 26.03    | \$ 27.22    | \$ 28.47    | \$ 29.78    | \$ 31.15    | \$ 32.58    | \$ 34.21    |
|           | \$ 1,821.89 | \$ 1,905.34 | \$ 1,992.87 | \$ 2,084.50 | \$ 2,180.22 | \$ 2,280.84 | \$ 2,394.88 |
|           | \$47,369.18 | \$49,538.76 | \$51,814.68 | \$54,196.97 | \$56,685.61 | \$59,301.87 | \$62,266.96 |
| <b>A5</b> | \$ 27.56    | \$ 28.81    | \$ 30.13    | \$ 31.56    | \$ 33.01    | \$ 34.54    | \$ 36.20    |
|           | \$ 1,928.98 | \$ 2,016.96 | \$ 2,109.21 | \$ 2,209.03 | \$ 2,310.94 | \$ 2,417.77 | \$ 2,533.79 |
|           | \$50,153.50 | \$52,440.88 | \$54,839.47 | \$57,434.82 | \$60,084.53 | \$62,862.05 | \$65,878.45 |

**Effective March 1, 2014 (1.0% ATB Increase)**

| GRADES    | STEPS       |             |             |             |             |             |             |
|-----------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|           | 1           | 2           | 3           | 4           | 5           | 6           | 7           |
| <b>A1</b> | \$ 16.66    | \$ 17.61    | \$ 18.64    | \$ 19.70    | \$ 20.82    | \$ 21.62    | \$ 22.62    |
|           | \$ 1,166.53 | \$ 1,232.65 | \$ 1,304.70 | \$ 1,378.72 | \$ 1,457.67 | \$ 1,513.48 | \$ 1,583.10 |
|           | \$30,329.83 | \$32,049.01 | \$33,922.16 | \$35,846.67 | \$37,899.41 | \$39,350.57 | \$41,160.70 |
| <b>A2</b> | \$ 19.54    | \$ 20.67    | \$ 21.85    | \$ 23.09    | \$ 24.45    | \$ 25.88    | \$ 26.87    |
|           | \$ 1,367.86 | \$ 1,446.81 | \$ 1,529.72 | \$ 1,616.56 | \$ 1,711.31 | \$ 1,811.60 | \$ 1,880.97 |
|           | \$35,564.40 | \$37,617.18 | \$39,772.60 | \$42,030.65 | \$44,493.97 | \$47,101.71 | \$48,905.23 |
| <b>A3</b> | \$ 22.94    | \$ 23.98    | \$ 25.10    | \$ 26.24    | \$ 27.44    | \$ 28.66    | \$ 29.76    |
|           | \$ 1,605.71 | \$ 1,678.74 | \$ 1,756.70 | \$ 1,836.64 | \$ 1,920.53 | \$ 2,006.39 | \$ 2,083.22 |
|           | \$41,748.41 | \$43,647.23 | \$45,674.31 | \$47,752.76 | \$49,933.85 | \$52,166.25 | \$54,163.69 |
| <b>A4</b> | \$ 26.29    | \$ 27.49    | \$ 28.75    | \$ 30.08    | \$ 31.46    | \$ 32.91    | \$ 34.55    |
|           | \$ 1,840.11 | \$ 1,924.39 | \$ 2,012.80 | \$ 2,105.34 | \$ 2,202.02 | \$ 2,303.65 | \$ 2,418.83 |
|           | \$47,842.87 | \$50,034.15 | \$52,332.83 | \$54,738.94 | \$57,252.46 | \$59,894.89 | \$62,889.63 |
| <b>A5</b> | \$ 27.83    | \$ 29.10    | \$ 30.43    | \$ 31.87    | \$ 33.34    | \$ 34.88    | \$ 36.56    |
|           | \$ 1,948.27 | \$ 2,037.13 | \$ 2,130.30 | \$ 2,231.12 | \$ 2,334.05 | \$ 2,441.95 | \$ 2,559.12 |
|           | \$50,655.03 | \$52,965.29 | \$55,387.87 | \$58,009.17 | \$60,685.37 | \$63,490.67 | \$66,537.23 |

#### 4. Notes to Appendix A Salary Schedule

- a. Employees progress through salary steps established for each pay grade at one-year intervals on June 1<sup>st</sup> of each year.
- b. The University may start an employee at a higher rate than the step 1 rate for the relevant pay grade, provided that such employee shall not receive a rate greater than the maximum rate for the relevant pay grade.
- c. In cases of promotion or transfer, if the promotion or transfer results in an employee moving to a job with a higher pay grade than their predecessor job, the employee shall normally be placed on the salary grid at the level of the new pay grade that is the next higher than their level in the predecessor job.

## **Appendix B – Positions & Salary Schedule**

### 1. Terms and Conditions of Employment for Appendix B positions

The terms and conditions of employment for Appendix B positions shall be those specified in Appendix B, as well as those outlined in the OPSEU Unit 1 Collective Agreement.

### 2. Qualifications of Appendix B positions

Appendix B positions shall be so designated by management on the basis of the qualifications required, which include but are not limited to the following:

- a. Subject matter expertise, knowledge and/or education in a profession or specialized field, normally acquired beyond an undergraduate degree; and
- b. Relevant professional certification or designation, and active membership in the professional body responsible for regulating the requirements and status of the profession or field, where appropriate.

### 3. Appendix B Job Titles

The job titles of Appendix B positions shall be as follows:

| <b>POSITION</b>                                       | <b>GRADE</b> |
|---|--------------|
| Application & Database Administrator                  | B1           |
| Coordinator, Career Development                       | B1           |
| Database Administrator                                | B1           |
| Inclusive Developer                                   | B1           |
| Inclusive Developer (Systems)                         | B1           |
| Payroll Administrator                                 | B1           |
| Project Coordinator, Campus Mental Health Initiatives | B1           |
| Research & Financial Reporting Accountant             | B1           |
| Research Accountant                                   | B1           |
| Safety & Risk Management Officer                      | B1           |
| Web Analyst   | B1           |
| Assistant Registrar, Scheduling                       | B2           |
| Assistive Technologist & Technical Specialist         | B2           |
| Disability Counsellor                                 | B2           |
| Educational Developer                                 | B2           |
| Enterprise Systems & Storage Architect                | B2           |
| Financial Aid Officer                                 | B2           |
| Inclusive Designer                                    | B2           |

|  |    |
|--|----|
| Inclusive Developer                            | B2 |
| Inclusive Developer (Community)                | B2 |
| Inclusive Developer (Mobile Devices)           | B2 |
| Inclusive Developer (Technical Writer)         | B2 |
| Lead Developer, Enterprise Architecture        | B2 |
| Lead Developer, Information Systems            | B2 |
| Managing Editor                                | B2 |
| Media & Communications Officer                 | B2 |
| Snow & VTS Coordinator                         | B2 |
| Sr. Inclusive Developer                        | B2 |
| Sr. Inclusive Developer (Community)            | B2 |
| Sr. Procurement Officer                        | B2 |
| Lead Developer (ERP), Information Systems      | B3 |
| Sr. Disability Consultant & Program Supervisor | B3 |

#### 4. Appendix B Salary Schedule

The Appendix B salary schedule shall be as follows:

##### Effective June 1, 2012

| GRADES    | STEPS       |             |             |             |             |             |             |
|-----------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|           | 1           | 2           | 3           | 4           | 5           | 6           | 7           |
| <b>B1</b> | \$ 25.77    | \$ 26.95    | \$ 28.19    | \$ 29.48    | \$ 30.84    | \$ 32.26    | \$ 33.87    |
|           | \$ 1,803.85 | \$ 1,886.47 | \$ 1,973.14 | \$ 2,063.86 | \$ 2,158.63 | \$ 2,258.26 | \$ 2,371.17 |
|           | \$46,900.17 | \$49,048.28 | \$51,301.67 | \$53,660.36 | \$56,124.36 | \$58,714.72 | \$61,650.46 |
| <b>B2</b> | \$ 30.00    | \$ 31.40    | \$ 32.86    | \$ 34.39    | \$ 36.00    | \$ 37.67    | \$ 39.43    |
|           | \$ 2,100.05 | \$ 2,197.91 | \$ 2,300.33 | \$ 2,407.53 | \$ 2,519.72 | \$ 2,637.13 | \$ 2,760.03 |
|           | \$54,601.18 | \$57,145.60 | \$59,808.58 | \$62,595.66 | \$65,512.62 | \$68,565.51 | \$71,760.66 |
| <b>B3</b> | \$ 34.93    | \$ 36.55    | \$ 38.26    | \$ 40.04    | \$ 41.91    | \$ 43.86    | \$ 45.90    |
|           | \$ 2,444.87 | \$ 2,558.80 | \$ 2,678.04 | \$ 2,802.84 | \$ 2,933.45 | \$ 3,070.15 | \$ 3,213.22 |
|           | \$63,566.70 | \$66,528.91 | \$69,629.15 | \$72,873.87 | \$76,269.79 | \$79,823.97 | \$83,543.76 |

##### Effective June 1, 2013 (1.0% ATB Increase)

| GRADES    | STEPS       |             |             |             |             |             |             |
|-----------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|           | 1           | 2           | 3           | 4           | 5           | 6           | 7           |
| <b>B1</b> | \$ 26.03    | \$ 27.22    | \$ 28.47    | \$ 29.78    | \$ 31.15    | \$ 32.58    | \$ 34.21    |
|           | \$ 1,821.89 | \$ 1,905.34 | \$ 1,992.87 | \$ 2,084.50 | \$ 2,180.22 | \$ 2,280.84 | \$ 2,394.88 |
|           | \$47,369.18 | \$49,538.76 | \$51,814.68 | \$54,196.97 | \$56,685.61 | \$59,301.87 | \$62,266.96 |
| <b>B2</b> | \$ 30.30    | \$ 31.71    | \$ 33.19    | \$ 34.74    | \$ 36.36    | \$ 38.05    | \$ 39.82    |
|           | \$ 2,121.05 | \$ 2,219.89 | \$ 2,323.33 | \$ 2,431.60 | \$ 2,544.91 | \$ 2,663.51 | \$ 2,787.63 |
|           | \$55,147.19 | \$57,717.05 | \$60,406.67 | \$63,221.62 | \$66,167.75 | \$69,251.16 | \$72,478.27 |
| <b>B3</b> | \$ 35.28    | \$ 36.92    | \$ 38.64    | \$ 40.44    | \$ 42.33    | \$ 44.30    | \$ 46.36    |
|           | \$ 2,469.32 | \$ 2,584.39 | \$ 2,704.82 | \$ 2,830.87 | \$ 2,962.79 | \$ 3,100.85 | \$ 3,245.35 |
|           | \$64,202.36 | \$67,194.19 | \$70,325.44 | \$73,602.61 | \$77,032.49 | \$80,622.20 | \$84,379.20 |

**Effective March 1, 2014 (1.0% ATB Increase)**

| GRADES    | STEPS       |             |             |             |             |             |             |
|-----------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|           | 1           | 2           | 3           | 4           | 5           | 6           | 7           |
| <b>B1</b> | \$ 26.29    | \$ 27.49    | \$ 28.75    | \$ 30.08    | \$ 31.46    | \$ 32.91    | \$ 34.55    |
|           | \$ 1,840.11 | \$ 1,924.39 | \$ 2,012.80 | \$ 2,105.34 | \$ 2,202.02 | \$ 2,303.65 | \$ 2,418.83 |
|           | \$47,842.87 | \$50,034.15 | \$52,332.83 | \$54,738.94 | \$57,252.46 | \$59,894.89 | \$62,889.63 |
| <b>B2</b> | \$ 30.60    | \$ 32.03    | \$ 33.52    | \$ 35.08    | \$ 36.72    | \$ 38.43    | \$ 40.22    |
|           | \$ 2,142.26 | \$ 2,242.09 | \$ 2,346.57 | \$ 2,455.92 | \$ 2,570.36 | \$ 2,690.14 | \$ 2,815.50 |
|           | \$55,698.67 | \$58,294.22 | \$61,010.74 | \$63,853.84 | \$66,829.42 | \$69,943.68 | \$73,203.05 |
| <b>B3</b> | \$ 35.63    | \$ 37.29    | \$ 39.03    | \$ 40.85    | \$ 42.75    | \$ 44.74    | \$ 46.83    |
|           | \$ 2,494.01 | \$ 2,610.24 | \$ 2,731.87 | \$ 2,859.18 | \$ 2,992.42 | \$ 3,131.86 | \$ 3,277.81 |
|           | \$64,844.39 | \$67,866.14 | \$71,028.70 | \$74,338.64 | \$77,802.82 | \$81,428.43 | \$85,222.99 |

5. Notes to Appendix B Salary Schedule

- a. Employees progress through salary steps established for each pay grade at one-year intervals on June 1<sup>st</sup> of each year.
- b. The University may start an employee at a higher rate than the step 1 rate for the relevant pay grade, provided that such employee shall not receive a rate greater than the maximum rate for the relevant pay grade.
- c. In cases of promotion or transfer, if the promotion or transfer results in an employee moving to a job with a higher pay grade than their predecessor job, the employee shall normally be placed on the salary grid at the level of the new pay grade that is the next higher than their level in the predecessor job.

## **Appendix C – Positions & Salary Schedules**

### 1. Terms and Conditions of Employment for Appendix C positions

The terms and conditions of employment for Appendix C positions shall be those specified in Appendix C as well as those outlined in the OPSEU Unit 1 Collective Agreement.

### 2. Appendix C Position Responsibilities

Librarian responsibilities include but are not limited to the following:

- a. Professional practice and service, which consist of providing assistance and consultation to library users, and managing, maintaining and developing the library holdings and information systems based on the needs of the University; and
- b. As approved by the University, scholarly, applied research and creative activities to increase knowledge and understanding in information sciences.

### 3. Appendix C Position Qualifications

Librarian positions shall be so designated by management on the basis of the qualifications required, which include but are not limited to the following:

- a. Master of Library Science degree or equivalent, and relevant experience as a Librarian at the post-secondary level; and
- b. An appropriate record of professional knowledge, achievement and contribution to librarianship and scholarship.

#### 4. Appendix C Job Titles

The Appendix C position job titles shall be as follows:

##### a. Job Titles of Librarians:

Archivist/Records Officer

Learning Zone Librarian

Reference & Access Services Librarian

##### b. Job Titles of Head Librarians:

Head, E-Resources & E-Learning Support

Head, Instructional Services

Head, Library Systems & Technical Services

Head, Visual Resources & Special Collections

## 5. Appendix C Position Salary Schedule

The salary schedule for Librarians shall be as follows:

### Effective June 1, 2011 (1.75% ATB Increase)

| GRADES | STEPS        |              |              |              |              |              |
|--------|--------------|--------------|--------------|--------------|--------------|--------------|
|        | Start        | 6 mo         | 12 mo        | 18 mo        | 24 mo        | 36 mo        |
|        | \$ 35.05     | \$ 36.66     | \$ 38.35     | \$ 40.11     | \$ 41.95     | \$ 43.88     |
|        | \$ 2,453.47  | \$ 2,566.06  | \$ 2,684.31  | \$ 2,807.43  | \$ 2,936.22  | \$ 3,071.49  |
|        | \$ 63,790.14 | \$ 66,717.44 | \$ 69,792.18 | \$ 72,993.26 | \$ 76,341.77 | \$ 79,858.75 |

### Effective June 1, 2012

| GRADES | STEPS        |              |              |              |              |              |
|--------|--------------|--------------|--------------|--------------|--------------|--------------|
|        | 1            | 2            | 3            | 4            | 5            | 6            |
| C1     | \$ 35.05     | \$ 36.66     | \$ 38.35     | \$ 40.11     | \$ 41.95     | \$ 43.88     |
|        | \$ 2,453.47  | \$ 2,566.06  | \$ 2,684.31  | \$ 2,807.43  | \$ 2,936.22  | \$ 3,071.49  |
|        | \$ 63,790.14 | \$ 66,717.44 | \$ 69,792.18 | \$ 72,993.26 | \$ 76,341.77 | \$ 79,858.75 |

### Effective June 1, 2013 (1.0% ATB Increase)

| GRADES | STEPS        |              |              |              |              |              |              |
|--------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|        | 1            | 2            | 3            | 4            | 5            | 6            | 7            |
| C1     | \$ 35.40     | \$ 37.02     | \$ 38.73     | \$ 40.51     | \$ 42.37     | \$ 44.32     | \$ 46.35     |
|        | \$ 2,478.00  | \$ 2,591.72  | \$ 2,711.16  | \$ 2,835.51  | \$ 2,965.58  | \$ 3,102.21  | \$ 3,244.77  |
|        | \$ 64,428.04 | \$ 67,384.62 | \$ 70,490.10 | \$ 73,723.19 | \$ 77,105.19 | \$ 80,657.34 | \$ 84,364.10 |

**Effective March 1, 2014 (1.0% ATB Increase)**

| GRADES | STEPS        |              |              |              |              |              |              |
|--------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|        | 1            | 2            | 3            | 4            | 5            | 6            | 7            |
| C1     | \$ 35.75     | \$ 37.39     | \$ 39.12     | \$ 40.91     | \$ 42.79     | \$ 44.76     | \$ 46.82     |
|        | \$ 2,502.78  | \$ 2,617.63  | \$ 2,738.27  | \$ 2,863.86  | \$ 2,995.24  | \$ 3,133.23  | \$ 3,277.22  |
|        | \$ 65,072.32 | \$ 68,058.47 | \$ 71,195.00 | \$ 74,460.43 | \$ 77,876.24 | \$ 81,463.91 | \$ 85,207.74 |

6. Stipends for Head Librarians shall be \$3,000 per annum, less statutory deductions, in addition to the Librarian annual salary. Such stipend shall be paid for time worked in Head Librarian roles only, and pro-rated accordingly in cases of reduced time in such role.

7. Notes to Appendix C Salary Schedule

- a. Employees progress through salary steps established for each pay grade at one-year intervals on June 1<sup>st</sup> of each year.
- b. The University may start an employee at a higher rate than the step 1 rate for the relevant pay grade, provided that such employee shall not receive a rate greater than the maximum rate for the relevant pay grade.

**Letter Of Understanding: Concerning Sick Leave Accrual**

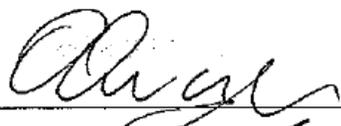
The University and the Union agree that all employees as of August 26, 2002 shall have their accumulated sick leave credits transferred to a grand-parented sick leave account. Such grand-parented account shall be separate and distinct from their regular sick leave account in which they began to accrue credits as of the date of ratification and in accordance with Article 36.02. In the event of sick time, employees shall first use any grand-parented sick leave credits until such account reaches zero. At that time, any further sick leave is charged to their regular sick leave account. In the event of short-term disability for up to 17 weeks, employees may also choose to utilize any existing grand-parented sick leave credits in order to provide for pay at 100% of salary.

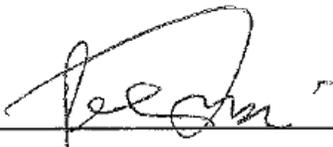
Dated at Toronto this 17<sup>th</sup> day of May, 2013

OCAD University

OPSEU Local 576



## **Letter Of Understanding: Concerning Job Evaluation**

Job evaluation is based on the principles of developing and implementing fair and equitable compensation practices that adhere to the values of pay equity and internal equity. To this end, a Joint Union-Management Committee on Job Evaluation shall be established with two representatives of the Union and two from the University. Either party may appoint one additional non-voting member as a resource person, as required.

The mandate of the Job Evaluation Committee is:

- To revise and update to the University's job evaluation plan;
- To recommend revisions to the plan by March 1, 2014; and
- To recommend implementation measures in relation to the rollout of the plan.

The Job Evaluation Committee shall convene to commence its work no later than September 1, 2012. The Committee shall bring forward a timetable for completion of this project to the Labour-Management Committee by January 1, 2013, and it shall remain a standing item on the Labour-Management agenda until such project is completed by March 1, 2014. It is understood and agreed that the purpose of this Committee is not to circumvent the collective bargaining process, and that any unresolved issues from the Committee's mandate regarding job evaluation may be referred to the next round of negotiations between the parties.

In the meantime, job evaluation requests shall be address as follows:

- Job evaluation requests for all Appendix A positions shall be processed under the existing job evaluation plan until such time as the new plan is finalized. For this purpose, effective June 1, 2012, the point value ranges for any eliminated grade shall be added to the point value range of the next highest grade.
- Job evaluation requests for all Appendix B positions received on or after June 1, 2012 shall be processed under the new plan once finalized, with any grade changes made retroactive to the date the formal job evaluation request was received by Human Resources.

Dated at Toronto this 17<sup>th</sup> day of May, 2013

OCAD University

OPSEU Local 576







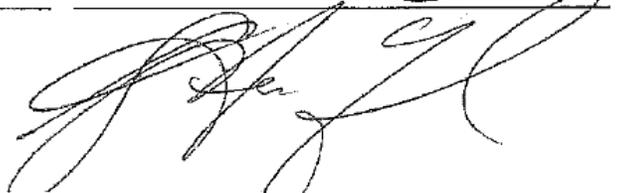












## **Letter Of Understanding: Concerning Market Adjustment**

A review of salaries in relation to the external market is based on the principles of developing and implementing fair, equitable and competitive compensation practices. To this end, a Joint Union-Management Committee on Market Adjustment shall be established with two representatives of the Union and two from the University. Either party may appoint one additional non-voting member as a resource person, as required.

The mandate of the Market Adjustment Committee is:

- To oversee the administration of a market survey of bargaining unit positions;
- To submit to the parties its findings identifying differences between bargaining unit salaries and those of their market comparators;
- The Market Adjustment Report shall be provided for information to the Job Evaluation Committee;
- The Market Adjustment Committee shall begin work upon ratification of the Collective Agreement, and deliver its recommendations by no later than November 1, 2013.

The Market Adjustment Committee shall convene to commence its work no later than November 1, 2012. The Committee shall bring forward a timetable for completion of this project to the Labour-Management Committee by March 1, 2013, and it shall remain a

standing item on the Labour-Management agenda until such project is completed by November 1, 2013.

Dated at Toronto this 17<sup>th</sup> day of May, 2013

OCAD University

OPSEU Local 576

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