

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 608 – Part-time**

and

Nipissing University

DURATION: May 1, 2020 – April 30, 2023



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ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the University and its employees, and to provide procedures for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement.

Upon request, the Employer will provide a copy of this agreement in an alternative format.

ARTICLE 2 - RECOGNITION

2.01 The University recognizes the Union as the sole and exclusive bargaining agent for all office, clerical and technical employees of Nipissing University and regional campuses regularly employed for not more than 24 hours per week save and except the following:

- (a) Supervisors;
- (b) Positions above the rank of Supervisor;
- (c) Positions for whom more than 50% of the wage is funded from sources or paid for from outside of the Ministry of Colleges and Universities (MCU) funding*;
- (d) Students employed during the academic year and working for less than 24 hours per week;
- (e) Students employed during the spring/summer vacation period;
- (f) Positions regularly employed for more than twenty four (24) hours per week;
- (g) Positions excluded under the Ontario Labour Relations Act;
- (h) Positions employed in the offices of Human Resources, and the President; and

- (i) Positions providing direct administrative support to the Vice-Presidents of Academic and Financial/Operations.

The employer agrees that persons engaged in temporary employment or persons employed in an excluded capacity referenced above, will not adversely affect the rights of employees under this agreement.

Application of this article will commence upon signing of the agreement and will apply only to NEW positions, postings or competitions created after that date.

* Requests to the bargaining unit for exclusion of the positions in (c) above will be reviewed individually by the Director, Human Resources, or designate, and the highest ranking Unit Steward and/or Local President, or designate.

- 2.02 Should any new position be established within the University which the University claims to be excluded from the bargaining unit, the question as to its inclusion in or exclusion from the bargaining unit shall be determined by mutual agreement or, in the absence of such agreement, by resort to the Labour Relations Board.

Prior to posting a new position, the University shall provide to the highest ranking Unit Steward and/or the Local President or designate a copy of the position description as well as rationale for its exclusion. The highest ranking Unit Steward and/or the Local President, or designate, will respond as soon as possible upon receipt of the information, advising the University of its agreement with the exclusion or, in the event it does not agree, with specific reason(s) as to why it does not agree. If the Union requires additional information in order to make a decision, the Unit Steward and Local President, or designate, will request said information within two (2) working days of receipt of the original notice from the University. The University will provide the information within two (2) working days of receiving the requests. If further clarification is required, a meeting will be scheduled. Such meeting must take place within the ten (10) day timeline as identified below.

In the event the University does not receive a determination from the bargaining unit within ten (10) working days of the original notice, the University may proceed to fill the position as an excluded position. This time period can be extended upon mutual agreement of the University and the Union.

- 2.03 For the purpose of this Collective Agreement, the following definitions have been agreed up by the parties:

- (a) **Seniority Employee** designates an employee who has successfully passed probation.
- (b) **Probationary Employee** as described in Article 10.02, a newly hired, part-time permanent employee shall be considered a probationary employee until the employee has worked continuously in the same position for a period of 355 hours or a maximum of five (5) months worked on the same position. At the discretion of the University, and with notice to the Unit Steward, the probation period may be extended for an additional 303 hours or a maximum extension of hour (4) months worked.
- (c) **Contract Employee** designates an employee who is hired on a contract of employment for a specified term of more than eight (8) weeks to fill a position that is not excluded as per Article 2. Such positions will not normally exceed twelve (12) months except when hired as a specific replacement for an employee on pregnancy or parental leave or another leave of absence as referenced in Article 14. Upon mutual agreement of the University and the Union, the twelve (12) month period may be extended.
- (d) **Casual Employee** designates an employee who is hired on a casual basis for a term of up to eight (8) weeks for the purpose of supplementing the current compliment of employees or for replacing a full-time employee on a short-term leave. The casual employee can be extended at mutual agreement of the Union and the University.

Such individual contracts of employment will be used in circumstances where the job is for a project, definite term and/or task.

2.04 **Probationary Employees**

Employees who have not successfully passed probation have limited rights under this Agreement as per Article 10.02.

Probationary employees shall have no rights under the following articles of this agreement: 11, 12.03, 12.06, 12.07, 13, 14, (except for those leaves mandated by Employment Standards Act, 16.04, 18, (except 18.10), and 19.

2.05 **Contract Employees**

Contract employees have limited rights under this Agreement. Contract employees shall have no rights under the following Articles of this Agreement: 10 (except 10.10 and 10.11), 11, 12 (except 12.06 b) after fifteen (15) months continuous service and 12.08), 13, 14, (except for those

leaves mandated by the Employment Standards Act), 15 (except 15.09), 18 (except 18.08 and 18.10), 19, 22, 23 (except 23.02, 23.03), and 24.

2.06 **Casual Employees**

Casual employees have limited rights under this Agreement. Casual employees shall have no rights under the following Articles of this Agreement: 10 (except 10.10), 11, 12 (except 12.08), 13, 14 (except for those leaves mandated by the Employment Standards Act), 15, 18 (except 18.10), 19, 22, 23 (except for 23.02 and 23.03) 24, and the Letter of Understanding re the December Holiday Closing.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The parties agree that universities are enriched by diversity and inclusion and will seek ways to integrate inclusive excellence throughout Nipissing University.
- 3.02 In accordance with the Ontario Human Rights Code, there shall not be any discrimination in employment practiced by or on behalf of the University or by or on behalf of the Union with respect to any of the prohibited grounds set out in the Human Rights Code or other relevant legislation.
- 3.03 There shall be no discrimination, intimidation, interference, restraint, coercion, practiced by or on behalf of the University or by or on behalf of the Union with respect to any employee because of membership or non-membership in the Union.
- 3.04 The University agrees to acquaint new employees in the Bargaining Unit with the fact that a Union agreement is in effect, and the Union shall provide them with a copy of the existing collective agreement. Upon the request of the Union, when the offer letter for employment is sent to the prospective OPSEU member, the Director, Human Resources will send an accompanying contact name and number of the Unit Steward or designate. The highest ranking Unit Steward and/or Local President (as appropriate) will be provided with 20 minutes during normal hours of work to meet with the new member by coordinating a mutually acceptable time with both the employee and supervisor. This meeting will occur within ten (10) working days of the employee becoming a member.
- 3.05 The University and the Union desire each member to be familiar with the provisions of this agreement and their rights and obligations under it. For

this reason, the parties agree that the agreement shall be posted on the University's website under the Human Resources home page. As well, the Parties will each be responsible for the cost of printing the number of collective agreements they require.

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

- 4.01 The Union agrees that all rights, prerogatives and authority the University had prior to signing the first Agreement are retained by the University except those specifically abridged, delegated, granted, or modified by this or any supplementary Agreements that may be made in the future, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the University to:
- (a) maintain order, discipline and efficiency, and in connection therewith; to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees; relieve employees from duty because of lack of work or other legitimate reasons; discipline or discharge employees for cause provided that a claim by an employee who has acquired seniority that they have been unjustly disciplined or discharged may be the subject matter of a grievance and dealt with as hereinafter provided;
 - (b) select, hire, transfer, promote, demote, classify, appoint, lay off or recall employees and select employees for positions excluded from the bargaining unit;
 - (c) operate and manage the University in all respects in accordance with the University's commitments, obligations and responsibilities including the right to determine the number and location of the University's establishments and their expansion or curtailment; direction of the work force, subcontracting of work, schedules of operations, methods, techniques, work procedures, quality and quantity standards; determine job content, establishment of work or job assignments, change, combine or abolish job classifications, qualifications of an employee to perform any particular job; require employees to have medical examinations; decide the number and type of employees needed by the University at any time, number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime; determine financial policies, including general accounting procedures.

- 4.02 An employee who has not completed their probationary period may be discharged without cause and at the sole discretion of the University.
- 4.03 The University agrees that it will not exercise its functions in Article 4 – Reservation of Management Rights – in a manner inconsistent with the express provisions of this Agreement.
- 4.04 Failure to exercise any of its management rights at any time shall not be considered to be an abandonment of such rights.
- 4.05 No employee shall be terminated or laid off as a result of work being contracted out or performed by employees outside the bargaining unit.

ARTICLE 5 - UNION MEMBERSHIP

- 5.01 The Union agrees that any employees to whom this contract applies may exercise or may refrain from exercising their right to become a member of the Union.
- 5.02 The University shall, during the life of this Agreement, commencing of the first day of employment, deduct from each pay due to each employee, the prevailing regular uniform Union dues and remit the same to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario by the fifteenth (15) day of the month following the month in which such deductions are made and shall at the same time submit the list of names and employee numbers from whose pay such deductions have been made. At the same time the University will submit to the Union the list of names and employee numbers from whose pay such deductions have been made.
- 5.03 The Union shall advise the University in writing of the amount of the regular uniform Union dues or special dues authorized in accordance with the Constitution and by-laws of the Union.
- 5.04 The Union shall indemnify and save harmless the University, its agents and/or employees acting on behalf of the University from any and all claims, demands, actions or causes of actions arising out of or in any way connected with the collection or attempted collection of such dues.
- 5.05 All official correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Human Resources, or designate, the highest ranking Unit Steward and/or the Local President of the Union with a copy to the Regional Office.

ARTICLE 6 - REPRESENTATION

- 6.01 The Union and/or the employees covered by this Agreement will not engage in Union activities, solicit membership, or collect other fees during working hours or hold meetings at any time on the premises of the University without the express permission of the University or its designated representatives.
- 6.02 The University acknowledges the right of the Union to select two (2) stewards from the University employees who shall have been on the University's payroll continuously for a period of six (6) months immediately prior to their selection.
- 6.03 The Union shall notify the University in writing of the name of the stewards. The University shall not be required to recognize any steward until such notification from the Union has been received.
- 6.04 Either party may be represented or assisted by an outside representative at any meeting of the parties. Either the Union or the University may request the attendance of a staff representative at a meeting of the parties with advance notice to the other party.
- 6.05 An employee who is required to participate in an investigation or to receive a verbal reprimand, a written reprimand, suspension, or who is to be discharged or disciplined, shall have the right to have a Union representative who is available at the time attend the meeting. Under normal circumstances, the Employer will give the employee one working days' notice to secure Union representation. It is understood that notice shall be given during the employee's normal working day. The meeting notification will include the subject matter and any information required to participate.
- 6.06 Members who are acting in a temporary assignment and/or temporary vacancy outside of the bargaining unit that includes a supervisory capacity of any other bargaining unit member will have restricted access to only relevance personal employee information that would be necessary to perform their duties.
- 6.07 Within sixty (60) days after the signing of this Agreement, the University will place a secure searchable PDF copy of the Agreement on the Nipissing University Human Resources website. The searchable PDF will exclude the signatures.
- 6.08 The privilege of the steward to leave their work without loss of basic pay to attend a meeting with the University is granted on the following conditions:

- (a) The steward concerned shall request permission of Director, Human Resources, or designate, for an appointment time before leaving their work.
- (b) The time shall be devoted to the prompt handling of necessary business.
- (c) The University reserves the right to limit time if it deems the time to be excessive.

6.09 **Negotiating Team**

The University will recognize up to two (2) union members to meet with the University to negotiate the renewal of this Agreement. Leave of absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in negotiations. Any employee who is required to be in attendance to participate in negotiations will be compensated by the University their regular hourly wage for the hours they are participating in such activities, up to a maximum of seven (7) hours per day.

6.10 **Occupational Health and Safety**

The Employer and the Union agree that they mutually desire to maintain standards of health and safety at the University in order to prevent accidents, injury and illness. The Employer and the Union will work collaboratively to meet all of their requirements under the Occupational Health and Safety Act.

- (a) One (1) bargaining unit member will be selected by the Union to sit as a representative of the PT members on the JHSC.
- (b) The worker shall participate in training programs within three (3) months of their appointment to the JHSC.
- (c) The employer will pay the costs of the registration and materials for the training program(s). Employees will also be able to access the appropriate policy to cover meals, mileage and travel should it be applicable.
- (d) The employee will not suffer the loss of any regular wages during the training period.

6.11 **Employer/Employee Relations Committee**

An Employer/Employee Relations Committee shall be established to consult on matters of mutual interest.

- (a) The committee shall meet every three (3) months at the initiative of either party. Agenda items may be advanced by any member of the committee at least ten days in advance of the meeting.
- (b) Additional meetings may be scheduled with agreement of the committee.
- (c) The meetings shall be scheduled during regular working hours, and there shall be no loss of regular pay or seniority for committee members to attend the meeting. Should an employee be required to attend this meeting during non-scheduled hours, they will be compensated full pay for the hours they are in attendance.
- (d) The committee shall not have the authority to amend the collective agreement.
- (e) The Unit Steward will inform the employer of the two (2) members representing the Union. It is understood that the composition of the ERC also includes members from the full-time bargaining unit in addition to the two (2) members mentioned here. Either party may invite a resource person or the OPSEU Staff Representative to the meeting.
- (f) The Director, Human Resources (or designate) will assign a recording secretary to take minutes at the meetings. The minutes will be circulated within one week following the meeting to the committee for review and subsequent approval at the next meeting.

ARTICLE 7 - NO STRIKES - NO LOCKOUTS

- 7.01 (a) In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strike, slowdown or stoppage of work, either complete or partial or work to rule.
 - (b) The University agrees that there will be no lockout of employees during the life of this Agreement.
- 7.02 The word "strike" and "lockout" shall be defined as in the Labour Relations Act.

- 7.03 The University shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, stoppage or slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Articles 8 and 9.
- 7.04 The parties further agree that it will not involve any employee of the University or the University itself in any dispute which may arise between any other employer and the employees of such other employer. The restriction on employees shall not apply during time the employee is not scheduled to work provided the employee's activity does not adversely affect the University.
- 7.05 In the event that there is a strike of another bargaining unit within the University, the Employer agrees that it will not assign such work or tasks that are normally performed by the other bargaining unit to any member of this bargaining unit.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether the matter is arbitrable.
- 8.02 It is the mutual desire of the parties that all complaints and grievances will be adjusted as quickly as possible. It is understood that any employee may present an oral complaint at any time to their immediate supervisor without resorting to the grievance procedure. Except where otherwise provided, it is understood that an employee has no grievance unless and until the matter is first discussed with the employee's immediate supervisor. Such complaint shall be discussed with the immediate supervisor within then (10) working days from the event giving rise to the complaint or from the date the employee should have reasonably become aware of the event giving rise to the complaint. The immediate supervisor shall provide a decision regarding the complaint within five (5) working days of receiving the complaint from the employee. If upon receipt of the decision the matter is not resolved to the satisfaction of the employee, it may be grieved and disposed of in the following manner:

Step 1

The employee shall submit a written grievance to their immediate supervisor. Such grievance shall be submitted within ten (10) working days of the occurrence of the event which gave rise to the grievance and must be signed by the employee claiming to be grieved at which time the matter will be discussed. The grievance shall cite the specific article of the contract which the grievor claims has been violated and also specify redress being sought.

The employee may be accompanied by their Union Steward if desired. The immediate supervisor shall submit their response in writing within seven (7) working days of filing of the grievance at Step 1. A copy of all correspondence pertaining to a grievance will be sent to the Director, Human Resources or designate and the highest ranking Unit Steward and/or Local President or designate.

Step 2

Failing settlement of the grievance at Step 1 or failure of the immediate supervisor to submit their response within the described period, the employee shall present their grievance in writing to the Director, Human Resources, or designate, within five (5) working days after the response is received or should have been received in Step 1. The Director, Human Resources, or designate, shall convene a meeting with the immediate supervisor, the grievor and their representative(s) to consider the grievance within five (5) working days (or at such other time as is mutually agreed upon by the parties) of the filing of the grievance at Step 2. Should the Director, Human Resources or the Local President determine that additional participants should attend the grievance meeting, they shall inform the parties at least twenty-four (24) hours prior to the meeting of the names of the additional participants.

The grievor shall be represented by the steward, and the grievor shall be present. It is understood that a staff representative of the Union may also attend at the request of either party. The Director, Human Resources, or designate, shall have ten (10) working days from the date of such meeting to render a decision.

- 8.03 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the investigation and determination of the validity of such claim shall continue to perform the duties assigned by their immediate supervisor (unless they have been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee or other employees.

- 8.04 (a) The Union may file a "Policy Grievance" at Step 2 of the grievance procedure. A "Policy Grievance" may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step 1. Such policy grievance shall be filed in writing within ten (10) working days of the initial incident giving rise to the complaint. The grievance must be signed by the highest ranking Unit Steward and/or the Local President.
- (b) The University shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 2 of the grievance procedure. The grievance shall be filed in writing to the Union within ten (10) working days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the University and the Union within seven (7) working days (or such other time as may be mutually agreed upon by the parties) of filing of the grievance. The grievance shall be answered in writing by the Union within ten (10) working days of such meeting.
- 8.05 An employee, other than a probationary employee, claiming that they have been discharged from employment without cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 2 of the grievance procedure providing such grievance is lodged with the Director, Human Resources, or designate within five (5) working days of the discharge.
- 8.06 Saturday, Sunday, and paid holidays shall not be considered in the calculation of time limits as outlined in this Article.
- 8.07 Any complaint or grievance which is not commenced or processed through the next stage of the grievance procedure within the time specified shall be deemed to have been dropped, and if commenced, considered to have been settled on the basis of the University's reply to the grievance. However, time limits specified in the grievance procedure may be extended by mutual agreement in writing between the University and the Union. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to submit the grievance to the next stage including arbitration. In consideration of the mandatory nature of the time limits, section 48 (7) of the Labour Relations Act R.S.O. 1995 shall not apply to grievances involving lay-off, suspension or discharge.

- 8.08 Any step of the grievance procedure may be waived by mutual agreement in writing between the University and the Union.
- 8.09 Decisions arrived at between the University, the employee and the Union on the disposition of any specific employee, Union or University grievance shall be final and binding upon the University, the Union and the employee or employees covered.
- 8.10 If final settlement of the grievance is not reached at Step 2 then the grievance may be referred in writing by either party to arbitration as provided in Article 9 – Arbitration – at any time within ten (10) working days after the final decision is given in Step 2. If no such written request for arbitration is received within the time limits, then the grievance shall be deemed to have been abandoned.
- 8.11 Notices required to be in writing shall be deemed to be properly given if given orally or by telephone and confirmed by letter post-marked no later than the final day for giving notice.

ARTICLE 9 - ARBITRATION

- 9.01 Both parties to this Agreement agree that a properly constituted grievance as defined in Article 8 – Grievance Procedure – paragraph 8.01, which has been properly carried through all the requisite steps of the grievance procedure outlined in Article 8 and which has not been settled or abandoned, may be referred to arbitration at the written request of either of the parties hereto.
- 9.02 All agreements reached under the grievance procedure between the representatives of the Employer, the representatives of the Union and the grievor(s) will be final and will be considered resolved.
- 9.03 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time identify a choice for a sole arbitrator. Within ten (10) calendar days thereafter, the other party shall identify its' choice of a sole arbitrator. The parties may confer in an effort to seek agreement on a sole arbitrator, or where there is no agreement within a period of twenty (20) calendar days, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure.

Where a party prefers to use a full panel for arbitration, such panel shall be referred to as the Arbitration Board, and each side as noted above shall identify a nominee to the Arbitration Board. The parties shall attempt to agree upon a Chair. If they are unable to agree upon such a Chair within a period of twenty (20) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.

Each of the parties will bear the expense of its nominee, where necessary, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.

- 9.04 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided.
- 9.05 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.06 The Arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.
- 9.07 The proceedings of the arbitration hearing will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).
- 9.08 The time limits set out in this article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 9.09 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.
- 9.10 Employees who are summoned or subpoenaed and whose attendance is required at arbitration hearings shall receive permission to be absent from work with pay.
- 9.11 The Arbitrator or Arbitration Board shall be governed by the following provisions:

- (a) The Arbitrator or Arbitration Board shall hear and determine the grievance and issue a decision which is final and binding on the parties and upon any employee affected by it.
- (b) The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chair governs.
- (c) The Arbitrator or Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

ARTICLE 10 - SENIORITY

- 10.01 (a) Seniority, as referred to in this Agreement, shall mean the length of part-time service in a continuing position covered by this agreement.
- (b) Seniority will continue to accrue while a member of this bargaining unit is employed by the University outside the bargaining unit on a temporary basis for up to one year. Such seniority accrual will not exceed the total hours the member worked during the 12 months prior to this outside assignment.
- 10.02 A newly hired employee shall be considered a probationary employee and not be subject to the seniority provisions of the Agreement nor shall the name of the employee be placed on the seniority list until after such time they have completed 355 hours or a maximum of five (5) months worked in the same position. At the discretion of the University, and with notice to the Union, the probation period may be extended for an additional 303 hours or a maximum extension of four (4) months worked. In such case, an evaluation of the employee's progress and performance shall be made at the end of the initial period. The employee shall be notified in writing within fifteen (15) calendar days that the probationary period has been completed. It is expressly understood, however, that the extension of the probationary period is not subject to the grievance procedure. It is understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the discretion of the University. The discharge, lay-off or failure to recall after lay-off of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement. If retained after the probationary period, the employee shall be credited with seniority accrued from their date of hire or in accordance with Article 10.10 and/or 10.11.

- 10.03 The University agrees to furnish to the Union and to distribute by e-mail in April 1, August 1 and December 1 of each year a current seniority list.

Employees who have bona fide proof to challenge their seniority date shall present such proof within five (5) working days from the date their name first appears on a seniority list posted on the bulletin board or within five (5) working days from the date that their seniority standing is adjusted as per 10.01. Failing such a challenge, seniority standing shall be deemed correct as contained on the University's records.

- 10.04 Seniority is the principle of granting preference to employees for promotions, non-disciplinary demotions, lay-offs, and rehire after lay-offs in accordance with the length of continuous part-time service with the University. In all cases, the following two factors shall be considered by the University in determining which employee shall be affected:

- (a) the skill, ability, experience, and qualifications of the individual to perform the requirements of the job in a competent manner and the capability of the individual to assume responsibility;
- (b) the seniority ranking of the employees affected.

When in the judgement of the University, which shall not be exercised in a discriminatory manner, the factor (a) is equal as between two or more employees, then and only then shall factor (b) govern.

- 10.05 An employee's seniority shall be forfeited and their employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- (a) the employee voluntarily resigns or quits. An employee shall be deemed to have resigned when:
 - (i) the employee gives notice in writing of their desire to leave the University's employment;
 - (ii) the employee is absent without leave for three (3) consecutive scheduled working days during which time they have not contacted the Human Resources Department directly with a reason acceptable to the University when the employee has had an opportunity to do so. Proof of the matter is the responsibility of the employee;

(iii) the employee fails to report for work at the expiration of a leave of absence without reasonable justification satisfactory to the University, or an employee accepts gainful employment while on leave of absence without first obtaining the consent of the University in writing.

- (b) the employee retires;
- (c) the employee is discharged and not reinstated through the grievance procedure;
- (d) the employee is laid off and/or has not been scheduled to work for a period of twelve (12) months;
- (e) the employee fails to respond to a recall to work to their last known address or phone number on the University's records within five (5) days. The onus is on the employees to inform the University of their current address and telephone number;
- (f) the employee is absent from work for twenty-four (24) months due to accident or illness or becomes permanently disabled;
- (g) the employee utilizes a leave of absence for a purpose other than that for which the leave of absence may have been granted.

10.06 Employees on lay-off will have their names retained on the seniority list for the purpose of recall only.

10.07 When a part-time employee is successful in a job competition for a full-time position, the part-time employee will have their part-time seniority converted to years by date of hire. Should a full-time employee be successful in a part-time job competition, or have their position reduced permanently to a part-time position, the full-time employee will have their full-time seniority converted to hours by multiplying their number of years of seniority by 1820.

10.08 Seniority shall be accumulated in the following circumstances only:

- (a) when absent from work due to sickness or accident in which case seniority will continue to accumulate for a period of twenty-four (24) months;
- (b) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for six (6) months;

- (c) when working for the University outside the bargaining unit, then seniority will continue to accumulate for six (6) months;
- (d) when absent on vacation or on paid holidays;
- (e) when actually at work in a bargaining unit position for the University;
- (f) when absent on pregnancy and parental leave;
- (g) when absent on Union leave or any protected leaves under the Employment Standards Act and/or the Ontario Human Rights Code.

10.09 **Seniority Rights – Less Than 12 Month Positions**

When an employee holds a position that is less than 12 months prior to the time of hiring, the University may effect a lay-off for a period of up to but not greater than four (4) months in any employment year without regard to the provisions of Article 11 – Lay-Off and Recall. Seniority shall be maintained and service shall accumulate for all purposes under the Collective Agreement during such period of lay-off. This provision shall have no application where the employee in lieu of lay-off hereunder has been granted a leave of absence in which case Article 10.09 shall have application.

10.10 When a contract employee is successful in a job competition for a part-time bargaining unit position, the contract employee will have their seniority converted to hours, provided there has not been a break in service.

10.11 Unbroken service is defined as service which is not interrupted by separation from employment with the University for periods that are greater than thirteen (13) weeks. It is understood that approved leaves and leaves covered under the Employment Standards Act and Ontario Human Rights Code, as well as the lay-off period identified in 10.09, will not be considered to be included in any calculation of break in service.

For the purposes of attaining the fifteen (15) months of continuous service, contract employees will maintain what they had prior to the prescribed layoff and will continue to build upon that service amount should they return to a contract position when the prescribed lay off has concluded.

ARTICLE 11 – LAY-OFF AND RECALL

11.01 The University, where possible, will endeavor to enter into discussions with the Unit Steward when contemplating lay-offs two (2) months prior to the lay-offs taking place. Once positions have been identified for lay-off, the University shall notify the Union as soon as possible or at least prior to the affected employee(s) being notified.

The University agrees to meet with the Union during this period, at the Union's request, to discuss potential lay-off(s). The discussion will include the following:

- (a) the operational changes and/or other causes for the layoff;
 - (b) possible alternatives to lay-off(s);
 - (c) the process of implementation; and
 - (d) the manner in which the University may assist employees through the transition.
- 11.02 In determining when part-time employees are to be laid off and recalled from lay-off, the University shall consider the following factors:
- (a) the seniority ranking of the employees affected;
 - (b) the skill, ability and qualifications of the individual to perform the requirements of the job in a competent manner and the capability of the individual to assume responsibility.
- 11.03 There will be no lay-off of employees with seniority in the classification until all probationary, contract and casual employees within the same job class have been laid off or terminated.
- 11.04 Employees who are displaced and who cannot maintain their classification will have their rate "red-circled" (i.e. maintained at the current rate) and will not receive any further increases until the rate for the classification surpasses their "red-circled" rate. The period of red circling will be limited to twelve (12) months from the date of placement in the lower level classification. While "red-circled", the employee shall also retain recall rights to their former position for twelve (12) months from the point of being displaced. Application of this article will commence upon signing of the agreement and will apply only to employees whose rates are red-circled after that date.

Procedures for Lay-Off

11.05 All employees under potential notice of lay-off will be subject to one of the following three activities:

- (a) placed in a vacant position;
- (b) placed in a position occupied by a junior employee (as per Article 11.06 below); or
- (c) placed on the recall list.

11.06 In the event a position within the bargaining unit becomes redundant, or should a lay-off occur, the employee shall, in order of seniority, be placed in a vacant position or exercise bumping rights in the following order:

- (a) To fill a vacant position within the same classification. If there is no such position, then;
- (b) To fill the position held by the most junior employee within the same classification. All junior employees within that classification must be considered. If there is no such position, or the list of potential positions held by junior employees with the same classification has been exhausted then;
- (c) To fill a vacant position within the next lowest classification. All junior employees within that classification must be considered. If there is no such position, or the list of potential positions held by junior employees within the next lowest classification has been exhausted then;
- (d) To fill a position held by the most junior employee within the next lowest classification to the employee's own classification. If there is no such position, then;
- (e) The process is repeated until all classifications have been reviewed in descending order and either a vacant position or a position held by a more junior employee is identified. If no position exists, then the employee shall be placed on the recall list.
- (f) All employees displaced during the process outlined above will follow the same procedures to obtain a new position.

- 11.07 At each step of this process, it is the responsibility of the Director, Human Resources to inform the displaced employee of their appropriate seniority and bumping rights.
- 11.08 The University will place an employee under notice of layoff in a position if they have the skill, ability, experience and qualifications to perform the requirements of the position. The employee will be provided with a period of orientation and training of two (2) months to become familiarized with the new position.
- 11.09 Once notified, employees will be afforded two (2) calendar days to either accept the offered position or to declare that they prefer to be placed on the recall list. The Director, Human Resources, will consider requests for an extension to the two (2) day time limit.
- 11.10 Notwithstanding the above, in order to assist in the limitation of the number of required layoffs or to minimize the effects of position redundancies, the University may, under 4.01(b), with notice to the Unit Steward, transfer members under potential notice of lay-off to like positions in areas of need or to select members under potential notice of lay-off in accordance of seniority and who meet the requirements of Article 11.08 for other vacant positions prior to beginning the lay-off procedures.
- 11.11 **Severance Pay**
- (a) Severance pay will be provided in accordance with the provisions of the Employment Standards Act. An employee who has been given a notice of layoff and has subsequently been laid off, or otherwise terminated, shall be entitled to severance pay in such amount.
 - (b) An employee may elect, at any time during the recall period, to terminate their employment and receive severance pay. The employee's name will be removed from the recall list and the Employer will have no further obligation to the respective employee.
- 11.12 **Recall**
- (a) Employees who are laid off shall be placed on a recall list and shall retain but not accrue seniority for twelve (12) months.
 - (b) The University shall recall employees in order of seniority to vacant bargaining unit positions in accordance with Article 11.08. Notice of recall shall be sent by registered mail to employee's last known address, and the employee shall respond to the recall notice within five (5)

business days of receipt of such. If the employee does not respond within five (5) business days, they will be removed from the recall list.

- (c) An employee who is recalled and reinstated to a position with a lower rate of pay than the position occupied at the time of layoff shall be subject to Article 11.04.
- (d) The University will rehire employees from the recall list who are properly qualified for the available positions before hiring from the open market.
- (e) All employees who have been laid off and are on the recall list shall maintain their eligibility under the Tuition Subsidy Policy.

ARTICLE 12 – VACANCIES AND POSTING

12.01 Temporary Employees

The employer agrees that students or other persons engaged in temporary employment will not adversely affect the rights of employees under this agreement. The University agrees not to use casual and contract employees to displace present part-time employees in the bargaining unit.

12.02 Vacancies

- (a) A regular vacancy occurs when:
 - i) An existing part-time complement position is vacated by the incumbent on a permanent basis; or
 - ii) A new part-time complement position is established.
- (b) A temporary vacancy occurs when:
 - i) An incumbent has vacated a permanent position for a specified period of time and the incumbent retains propriety rights to the vacant position;
 - ii) A non-recurring position is created for a special project or initiative or in response to an unexpected increased need in specific areas;
 - iii) The position is not to exceed twelve (12) months, except when hired as a specific replacement for an employee on pregnancy or parental

leave, on WSIB or sick leave, or on another leave of absence as referenced in Article 14.

12.03 In selecting a candidate to fill a regular or temporary vacancy which the University wishes to fill in the bargaining unit, the University shall consider:

(a) The skill, ability and qualifications of the individual to perform the requirements of the job in a competent manner and the capability of the individual to assume responsibility;

(b) The seniority ranking of the employees affected, if applicable;

12.04 When in the judgement of the University, which shall not be exercised in a discriminatory manner, the factor (a) is relatively equal as between two or more employees, then and only then shall factor (b) govern.

12.05 The University maintains the right to fill vacancies at its discretion in accordance with the Collective Agreement. The Director, Human Resources or designate will notify the Unit Steward and the Local President of its intentions regarding the filling of all vacant positions.

12.06 **Filling Regular Vacancies**

(a) The University agrees that notices shall be posted for a period of seven (7) working days for all new jobs or vacancies in the bargaining unit.

(b) The University shall not consider any external applicants before first considering and/or interviewing those applications which are received from employees in the part-time bargaining unit and/or from a full-time bargaining unit employee and then from a contract employee who has fifteen (15) months of continuous service as per Article 12.06.

(c) After all applications from bargaining unit members have been received and it is determined that none possesses the necessary overall qualifications, the vacancy may be filled from outside the bargaining unit.

(d) Where the job is filled from inside the bargaining unit through the job posting procedure, the University will pay the successful applicant at their new rate within thirty (30) days from the date of the appointment and will endeavour to move the successful applicant within sixty (60) days of the appointment.

- (e) When the job posting procedure does not result in the filling of a position, the Director, Human Resources or designate shall notify the President of Local 608 or designate within sixty (60) days of the closing of the posting. This timeline may be extended by mutual agreement.

12.07 In selecting a candidate to fill a regular full-time vacancy in the full-time OPSEU bargaining unit, Local 608, the University will not consider any external applicants before first considering and/or interviewing those applications which are received from employees in the full-time bargaining unit or from a part-time employee with more than 355 hours of service who currently holds the position. If it is determined that no such member possesses the necessary overall qualifications for the position, the University shall subsequently consider those applications from employees in the part-time bargaining unit who have passed their probationary period and then from contract employees as per Article 12.08 (d) who has fifteen (15) months of continuous service. If a successful candidate is not selected for the position, the University will then seek outside of the OPSEU bargaining unit to fill the vacancy.

12.08 **Filling Temporary Vacancies**

- (a) The University may fill vacant positions or new positions on a temporary basis (six (6) months or less) at its discretion.
- (b) All vacancies that extend beyond six (6) months will be posted and filled through the competitive bid process, unless otherwise agreed to by the parties.
- (c) Where an employee is the successful applicant in a temporary vacancy within the bargaining unit, they shall be guaranteed a return to their home position at the conclusion of the temporary vacancy.
- (d) The University may fill vacant or new positions on a temporary basis with Contract Employees.
- (e) The University may fill vacant or new positions on a casual basis for up to eight (8) weeks with Casual Employees.

12.09 **Temporary Assignments Within the Bargaining Unit**

- (a) All temporary assignments shall be pre-approved by the Director, Human Resources, or designate.

- (b) An employee who is temporarily assigned to perform a higher rated position, other than for vacations, for a minimum of five (5) working days shall be paid at least one step higher than their present rate, commencing on the first day of the new assignment.
- (c) An employee who is scheduled to perform a higher rated position on a regular basis shall be paid at least one step higher than their present rate for any such hours.
- (d) An employee who is temporarily assigned to perform a lower rated position shall continue to be paid their current rate for the duration of the assignment.
- (e) An employee who is temporarily assigned higher or lower related duties within the bargaining unit will be provided an outline, in writing, of the expected duties and the duration of the temporary assignment.
- (f) Temporary assignments within the bargaining unit will be reviewed by the Director, Human Resources, or designate, and the Local President every three months up to the end of the assignment, and shall not exceed twelve (12) months without mutual agreement.

12.10 **Temporary Assignments Outside of the Bargaining Unit**

- (a) All temporary assignments shall be pre-approved by the Director, Human Resources, or designate.
- (b) An employee may refuse to accept a temporary assignment which falls outside the bargaining unit.
- (c) Employees may temporarily be assigned some duties that would normally be performed by positions outside of the bargaining unit, while maintaining most of their work from their original bargaining unit position.
- (d) An employee who is temporarily assigned to perform duties that fall outside of the bargaining unit, other than for vacations, for a minimum of five (5) working days shall be paid at least one step higher than their present rate, commencing on the first day of the temporary assignment.
- (e) An employee who is scheduled to perform duties that fall outside of the bargaining unit on a regular basis shall be paid at least one step higher than their present rate for any such hours.

- (f) Temporary assignments outside of the bargaining unit will be reviewed by the Director, Human Resources, or designate, and the Local President every three (3) months up to the end of the assignment, and shall not exceed twelve (12) months without mutual agreement.
- (g) An employee who is temporarily assigned some duties outside of the bargaining unit will be provided an outline, in writing, of the expected duties and the duration of the temporary assignment.
- (h) Employees who accept a temporary full transfer of duties outside of the bargaining unit and/or accept a temporary contract that falls outside of the bargaining unit shall continue to accrue seniority and pay Union dues based on the wage of their temporary assigned position for up to six (6) months while filling the temporary position.
- (i) Members working outside the bargaining unit for the employer as outlined in 12.09 (h) for more than six (6) months will cease to accrue seniority within this bargaining unit.

ARTICLE 13 - TRIAL PERIOD

- 13.01 In the event the successful applicant is a part-time staff member of the bargaining unit, then they shall be placed on trial for a period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee chooses not to remain in the new position, they shall be returned to their former position and wage rate without loss of seniority. The Human Resources department will notify the employee in writing of the successful or unsuccessful completion of the two month trial period within five (5) working days of the end of the trial period. If the employee chooses not to stay in the new position, they will notify the Director, Human Resources or designate within five (5) working days of the end of the trial period.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 The University may grant leave of absence with or without pay at its discretion. Such leave shall be for a stated period and shall not normally exceed twelve (12) months. All leaves of absence shall be applied for in writing to the Director, Human Resources, or designate who shall respond in writing.

14.02 Employees who are on leave of absence for any reason will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave without the written consent of the University, they will forfeit all their seniority rights and shall be deemed terminated.

14.03 **Bereavement Leave**

Bereavement leave will be allowed in the event of a death in the immediate family of an employee's parent, spouse, common-law spouse, child, brother, sister, mother-in-law, father-in-law, step-child, step-parent, grandchild or grandparent of up to five (5) consecutive calendar days, including the date of death, without loss of pay. A common-law spouse shall be defined as one who cohabitates for twelve (12) consecutive months. In the event of death in the distant family of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew, or the grandparent of the employee's spouse, one (1) working day shall be allowed with pay. Reasonable travelling time, as determined by the Director, Human Resources may be allowed with or without pay.

In the event of the death of an individual whose relationship to an employee is not defined above but the impact of which is comparable, a request may be submitted to the Director, Human Resources, for consideration of bereavement leave, the duration of which will be determined based on the circumstances.

14.04 **Jury Duty**

An employee who is called for Jury Duty will receive paid leave at full pay less the amount of the jury fee received as outlined by the Ministry of the Attorney General. The employee must furnish the University with their jury duty summons. Where an employee is on call for Jury Duty and where not required after twelve (12) o'clock (noon), the employee will report for work to complete the balance of the day. The subpoena for jury duty shall be given to the attendance monitor of the respective department so it can be attached to the monthly attendance report.

14.05 **Witness**

An employee who is subpoenaed to a court of law as a witness (excludes arbitrations and labour board hearings) will be granted the necessary time off without loss of regular pay. The employee will pay to the University any fees received less the portion applicable for travel and meal expenses. Where an employee is not required to attend at court after twelve (12) o'clock (noon), the employee will report for work to complete the balance of the day.

14.06 (a) **Pregnancy and Parental Leave**

Leave of absence for pregnancy shall be granted in accordance with the Employment Standards Act.

On request, in writing, leave of absence, without accumulation of seniority, pay or benefits beyond that provided under the Employment Standards Act, may be granted to an employee on pregnancy and parental leave up to a maximum leave (including leave available under the legislation) of seventy-eight (78) weeks. The University, in considering any request for an extension in pregnancy and parental leave in excess of that provided under the legislation, shall give consideration to any medical or other relevant reasons.

Seniority shall continue to accumulate for the duration of the pregnancy and parental leave. At the employee's option, they may, by written notice to the University, elect to pay for the employee portion of the premium package of benefits. In such case, the University will continue to pay its portion of the premium cost for the benefits set out in Article 18.01 for the duration of the pregnancy and parental leave.

At the employee's option, they may elect to continue pension contributions, based on either their nominal salary or on the supplementary employment insurance benefit. In such case, the University will continue to match the employee's contribution as set out in Article 19 for the duration of the pregnancy and parental leave.

On returning from Pregnancy and/or Parental Leave, the employee will be placed in their former position or in a position equivalent to their former position.

(b) **Supplementary Employment Top Up Benefit**

An employee entitled to pregnancy leave under this Article, who provides the University with proof that they have applied for and are eligible to receive Employment Insurance (EI) benefits pursuant to the Employment Insurance Act, will be paid an allowance in accordance with Supplementary Employment top up benefit. In respect of the period of pregnancy leave, payments made according to the Supplementary Employment top up benefit will consist of the following:

- i) for the first week, payments equivalent to ninety-five (95%) percent of the nominal salary for their rank, which they were receiving on the

last day worked prior to the commencement of the pregnancy leave, and

- ii) up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the sum of weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-five (95%) percent of the actual salary for the rank which they were receiving on the last day prior to the commencement of the pregnancy leave.
- iii) According to the Employment Standards Act, the employee, after pregnancy leave, is also entitled to an unpaid parental leave of up to sixty-one (61) weeks.
 - (i) The employee may elect to make application for Employment Insurance (EI) for one of the following:
 - i. the standard rate of parental benefits at fifty-five (55%) percent or (a maximum determined by Service Canada) for up to thirty-five (35) weeks; or
 - ii. extended parental leave benefits at thirty-three (33%) percent (or a maximum determined by Service Canada) for up to sixty-one (61) weeks.
 - (ii) An employee who provides the University with proof that they continue to be eligible to receive Employment Insurance (EI) benefits pursuant to the Employment Insurance Act will be paid, for fourteen (14) weeks, the difference between the sum of weekly EI at the standard rate of fifty-five (55%) percent and ninety-five (95%) percent of the rate of pay they were receiving on the last day prior to the commencement of the leave.
 - (iii) The employee may also request approval to utilize any accumulated vacation entitlement.

(c) **Parental Leave for the Parent Who Has Not Given Birth/Adoption Leave**

According to the Employment Standards Act after thirteen (13) weeks of continuous employment, an employee is entitled to parental leave if they claim the status of primary caregiver.

- i) Parental leave will commence no later than seventy-eight (78) weeks after the child is born or came into the employee's custody, care and control for the first time.
- ii) An employee who provides the University with proof that they have applied for and are eligible to receive employment insurance benefits shall be paid, for the first week, payment equivalent to ninety-five (95%) percent of the rate of pay for their classification which they were receiving on the last day worked prior to the commencement of the parental leave, and
 - (i) The employee may elect to make application for Employment Insurance (EI) for one of the following:
 - i. the standard rate of parental benefits at fifty-five (55%) percent (or a maximum determined by Service Canada) for up to thirty-five weeks; or
 - ii. extended parental leave benefits at thirty-three (33%) percent (or a maximum determined by Service Canada) for up to sixty-three (63) weeks.
 - (ii) An employee who provides the University with proof that they continue to be eligible to receive Employment Insurance (EI) benefits pursuant to the Employment Insurance Act as amended will be paid, for thirteen (13) weeks, the difference between the sum of weekly EI at the standard rate of fifty-five (55%) percent and ninety-five (95%) percent of the rate of pay they were receiving on the last day prior to commencement of the leave.
- iii) On returning from parental leave, the employee will be placed in their former position or in a position equivalent to their former position. If the position does not exist, Article 11.05 and 11.06 will prevail.
- iv) Seniority will continue to accumulate during the period of parental leave.
- v) For the duration of the parental leave, the University will continue to pay its portion of the benefit costs unless the employee has advised the University in writing that they do not wish to make the required employee contributions.

- vi) If additional leave is required, the employee may request unpaid leave.
- vii) After fourteen (14) weeks (week 15-63), the employee will not receive pay from the University. The University will continue to pay its portion of the benefit costs unless the employee has advised the University in writing that they do not wish to make the required employee contribution. The employee shall pay their portion of the benefit premium during the period of leave if their benefits are to be continued.

14.07 **Absence Without Permission**

If an employee does not report to work because of illness or any other reason and fails to notify their supervisor, or the Human Resources Office in the event the supervisor is unavailable the first day of absence, the employee will be considered as absent without permission. If an employee is absent without permission three (3) scheduled days during any two-month period, they will be given a written warning. An employee will be liable for dismissal after a second warning. If an employee is absent without permission for three (3) consecutive scheduled working days, they will be considered as having left the service of the University.

14.08 **Marriage Leave**

A seniority employee will be allowed marriage leave of three (3) working days without loss of pay.

14.09 **Paid Leave Benefits**

Subject to the terms of the benefit plans, the University agrees to pay its portion of the premium for employee benefits as provided in this Agreement while an employee is on a paid leave of absence. The employee shall similarly pay their portion of the premium.

14.10 **Unpaid Leave Benefits**

Subject to the terms of the benefit plans, excluding short term disability and long term disability, an employee shall be allowed to continue enrolment in all employee benefit plans at their own expense while on an unpaid leave of absence.

14.11 **Union Leave**

Leave of absence without pay may be granted to attend Union conventions, conferences and/or training. The Union shall reimburse the University for wage and benefit costs. Such request is to be given to the Director, Human Resources, or designate, at least ten (10) working days in advance. Such leave will be granted up to a maximum of ten (10) working days for the bargaining unit per fiscal year (May to April). Only one (1) employee per campus shall be absent on such leave at the same time.

14.12 **Union Leave (Extended)**

- (a) An employee who is elected as a member of the Board of OPSEU or selected for a full-time position with the Union, shall be granted leave of absence without loss of seniority and without pay for the duration of the current term of office.
- (b) This Article will also apply to a member who is elected to a Provincial Sector or Committee for OPSEU. In the event of an appointment to a position that is other than full-time book off, the employer shall allow salary continuance for approved leave(s) for members upon receipt of pre-approval by OPSEU. The University will prepare the invoice for reimbursement for wage and benefits costs for the leave and submit the invoice to the appropriate OPSEU office for reimbursement. OPSEU will endeavour to reimburse the University for wage and benefit costs associated with the leave within one month (30 days) of receipt of the invoice.
- (c) The cumulative total leave of absence under (b) shall not exceed twenty (20) days per fiscal year.
- (d) Members will prioritize their work for the employer and consider all outstanding projects when making requests for leave of absence under (b).

14.13 **Union Leave – Meetings**

Notification for attendance at any of the meetings listed below will be submitted to the appropriate supervisor/manager as soon as possible. Participation in these meetings should not be denied unless there are mitigating circumstances.

- (a) Joint Employer/Union Committees

The Union's designated representatives on joint Employer-Union Committees shall suffer no loss of normal salary while attending meetings with the University where their presence is required or permitted under the terms of this Agreement.

(b) Ratification Meeting

Members of the bargaining unit shall, subject to operational requirements, be allowed to attend, without loss of pay or benefits, a meeting called by the local Union for the purpose of ratifying collective agreements during working hours. The ratification meeting shall be set on a date and time mutually agreed to by the parties.

(c) Grievance and Arbitration/Mediation

Step 1 (Article 8.02): Union Steward and grievor for presentation of complaint to management.

Step 2 (Article 8.02): Union Steward and/or Chief Steward and grievor for duration of meeting.

Arbitration/Mediation (Article 9): Union President or Vice President, Union Steward and/or Chief Steward, grievor and subpoenaed bargaining unit members for days of hearing.

It is understood that Article 14.13 applies to meetings held during the employee's normal working hours and that no overtime compensation will be granted for meetings extending beyond the employee's normal working hours.

14.14 **Other Leaves**

The Employer will abide by its statutory obligations with regard to the granting of leaves, paid or unpaid, as outlined in the Employment Standards Act or other applicable legislation including leaves for Personal Emergency, Family Caregiver, Family Medical, Critical Illness, Organ Donor, Domestic Violence, Military Leave, Crime related Disappearance and Child Death Leave.

A link to the Employment Standards Act can be found on the Human Resources page of the Nipissing University website.

ARTICLE 15 - SICK LEAVE

- 15.01 Seniority employees will accumulate on a prorated basis one (1) day sick leave per month until a total of fifteen (15) days have accumulated.
- 15.02 Sick leave credits may be used only for absences due to sickness or other legitimate medical reasons. The employee must work at least ten (10) days in the month to receive credit for that month. An employee employed for less than twelve (12) months per year is entitled to earn a proportional number of sick leave credits.
- 15.03 An employee who has reached the applicable maximum accumulation of sick leave credits and who has used any portion of their accumulated sick leave will be eligible to re-accumulate as per Article 15.01.
- 15.04 An employee shall not be paid for sick leave while entitled to Workplace Safety Insurance Board benefits.
- 15.05 An employee who cannot report for work due to illness shall immediately notify their supervisor or the Human Resources Office in the event the supervisor is unavailable. An employee who is receiving short term disability payments may use unused sick leave credits to top up their short term disability to a maximum of a regular day's pay.
- 15.06 If an employee is sick for more than five (5) consecutive scheduled work days, they shall be required to present to the Director, Human Resources, or designate, a doctor's certificate. In addition, a doctor's note may be required for any day of absence where the University has reasonable grounds to question whether the absence is due to sickness or other legitimate medical reasons. It is the employee's responsibility to provide satisfactory medical proof of illness necessitating absence from work in order to qualify for and substantiate on-going entitlement to sick leave.
- 15.07 An employee who cannot return to work after 182 consecutive days of illness shall apply for long term disability (LTD). Upon satisfactory medical proof of illness, the employee will receive LTD as provided by the group insurance plan.
- 15.08 In reviewing employees' sick leave usage, a Human Resources administrator may request a meeting with an employee if usage appears to be excessive, to determine if there are any possible accommodation issues and to seek out any possible solutions to such. Should the University determine that the circumstance, pattern and usage of sick leave warrant it, a doctor's note/certificate may be requested for periods of sick leave of any duration.

The University, under this Article (15.08), will assume the cost of the required doctor's note/certificate. The employee will present the receipt from the doctor's office, clearly indicating employer required certification of illness, to the Human Resources Department for reimbursement.

- 15.09 Once a Contract Employee has worked in a position for six (6) months, they shall be entitled to sick leave. Beginning in the seventh (7th) month of a continuing contract, the employee will accumulate one (1) day sick leave credit per month. The maximums and other parameters identified in Article 15.01 and 15.02 shall apply.

ARTICLE 16 - PUBLIC HOLIDAYS

- 16.01 The following holidays are entitled to holiday pay as per Article 16.05:

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

- 16.02 In order to qualify for payment of the holiday concerned, the employee must work the full scheduled shift immediately before the holiday and the full scheduled shift immediately following the holiday period unless absent for all or part of such days for reasons satisfactory to the University.

16.03 Public Holiday Pay

If employees are required to work on any of the public holidays for which they qualify, they will be paid as follows:

- (a) Payment for time worked at time and one half the employee's regular rate plus the compensation as defined in 16.05; OR
- (b) Payment for time worked at time and one half the employee's regular rate plus time off equivalent as defined in 16.05.
- (c) Time off referenced in (b) above is to be scheduled at a time mutually convenient to the employee and the supervisor. If the time is not taken by April 30 of each year, the employee will receive equivalent pay.

16.04 Non-Public Holiday Pay (Easter Monday)

If employees are required to work on any of the non-public holidays for which they qualify, such as Easter Monday, they will be paid for time worked at the employee's regular rate plus the compensation as defined in 16.05.

Qualifying employees who are not required to work will be compensated for a normal day.

16.05 The amount of public holiday pay to which an employee is entitled to is the total amount of regular wages earned in the pay period immediately preceding the public holiday, divided by the number of days actually worked in that pay period.

16.06 Employees will be entitled to any other day declared as a holiday by the President of the University or declared a statutory holiday by the federal or provincial authorities.

ARTICLE 17 - VACATIONS

17.01 Employees will be paid vacation pay in accordance with the Employment Standards Act.

17.02 An employee who has reached wage step 4 or who has completed four (4) calendar years of continuous service will be entitled to the following vacation pay amounts on subsequent earnings: 6.35% effective May 1, 2020; 6.65% effective May 1, 2021; and 7% effective May 1, 2022.

17.03 With prior approval from their supervisor, employees are able to request unpaid time off in accordance with the Employment Standards Act.

ARTICLE 18 – GROUP BENEFITS**18.01 Group Benefits for Members Up To Age 65**

(a) Group insurance benefits for active employees under 65 years of age will be no less than those in effect as of May 1, 2020. The Unit Steward and the Local President will be informed in writing of any increases in the benefits during the life of this collective agreement.

These benefits are as follows:

- i) Basic Life Insurance coverage equal to twice the nominal salary; maximum nominal salary is \$250,000 annually such that maximum coverage is \$500,000;
- ii) Dependent Life Insurance;
- iii) Long Term Disability Insurance
- iv) Short Term Disability Insurance;
- v) Extended Health Insurance (including Vision Care);
- vi) Dental Insurance;
- vii) Basic Accidental Death and Dismemberment Insurance;
- viii) Optional Member Life Insurance and Optional Dependent Life Insurance;
- ix) Voluntary Accidental Death and Dismemberment Insurance.

Specific coverage details for the benefits listed in Article 18.01 (a) can be found on the Human Resources page of the Nipissing University website or by calling the Human Resources Department.

- (b) For employees who are eligible, membership in the group benefit plans listed in Article 18.01 (a) i) through vii) is compulsory.

18.02 **Cost Sharing Arrangements of Group Benefits for Active Members up to Age 65**

- (a) The Employer will contribute eighty (80%) percent of the cost of premiums of the Benefit Plans listed in Article 18.01 (a) i) through vii).
- (b) The cost of premiums for the Benefit Plans listed in Article 18.01 (a) viii) and ix) will be borne wholly by the Member who applies for and is granted such coverage.

18.03 **Group Benefits for Active Members over Age 65**

- (a) For active Members, beginning on their 65th birthday, all the benefits listed in Article 18.01 (a) will be provided with the following exceptions:

- i) Basic Life Insurance will be provided up to age 70 but will be limited to an amount of coverage equal to nominal annual salary to a maximum of \$125,000.
 - ii) Long-Term Disability Insurance will not be provided.
 - iii) Optional Member Life Insurance and Optional Dependent Life Insurance will not be provided.
- (b) For Members who are eligible, membership in the group benefit plans listed in Article 18.01 (a) (i) through (vii), with noted exceptions in Article 18.03 (a), is compulsory.

18.04 Cost Sharing Arrangements of Group Benefits for Active Members Over Age 65

- (a) The Employer will contribute eighty (80%) percent of the cost of premiums of the Benefit Plans listed in Article 18.01 (a) i) through vii), excluding iii) and noting the additional exceptions in 18.03 (a).
- (b) The cost of premiums for the Benefit Plans listed in Article 18.01 (a) ix) will be borne wholly by the Member who applies for and is granted such coverage.

18.05 Short Term Disability (STD)

- a) The University agrees to contribute eighty (80%) percent of the Short Term Disability monthly premiums of the current STD plan which provides immediate coverage in case of an accident or hospitalization and after seven (7) calendar days of sickness at seventy-five (75%) percent of regular weekly earnings as at the commencement of disability payable to a maximum of twenty-six (26) weeks. In order to qualify for STD benefits, the employee must comply with the requirements of the group benefits carrier. It is the employee's responsibility to attend regular medical appointments and to provide satisfactory medical proof of illness necessitating absence from work in order to qualify for and substantiate on-going entitlement to STD benefits. STD is not automatic and is determined by the benefit carrier.
- b) During the period of eligibility (i.e. seven (7) calendar days except in the case of accident or hospitalization), the employee will be permitted to use any available sick leave credits.

- c) Salary Continuance at seventy-five (75%) percent of pre-disability earnings may occur for up to thirty (30) calendar days following any applicable period of eligibility. Employees will have the option to use any available attendance credits (i.e. sick leave credits) to top up their wage to one hundred (100%) percent.
- d) During this period of salary continuance, the employee will be responsible for obtaining the necessary medical documentation as required by the benefit carrier and will ensure that the Human Resources Department continues to be advised of the progress of their claim. The cost of any such necessary medical documentation will be borne by the Employer.
- e) Should the insurance carrier approve the STD benefit, the employee will be permitted to use any available attendance credits (i.e. sick leave credits) to top up their wages to 100%.
- f) Should the insurance carrier deny the disability claim, the employee will be required to reimburse the University for any unearned wages paid during the salary continuance period. In addition, the employee will have the option to return to work, with medical clearance, or to request an unpaid leave of absence. This will not affect the ability of the employee to appeal the insurance carrier's decision.

18.06 **Long-Term Disability (LTD)**

The University agrees to contribute eighty (80%) percent of the monthly premium of the current LTD plan which after twenty-six (26) weeks provides for payment of seventy-five (75%) percent of basic monthly earnings to a maximum of ten thousand (\$10,000) per month, and to a member of the pension plan, a further ten (10%) percent minus the 1999 CPP contribution rate of (3.5%) of basic monthly earnings, not to exceed eight hundred dollars (\$800.00). The monthly payment to the pension plan shall be paid to the University who will match the amount and remit it to the pension carrier. It is the employee's responsibility to provide satisfactory medical proof of illness necessitating absence from work in order to qualify for and substantiate on-going entitlement to LTD benefits. LTD is not automatic. The benefit carrier will determine medical eligibility.

LTD coverage is not provided to active employees over the age of 65.

- 18.07 During unpaid absences from work (i.e. lay off period), employees will have the option to maintain group benefit coverage (excluding short and long-term

disability) and will be responsible for one hundred (100%) percent of the benefit premium.

18.08 **Benefits for Contract Employees**

Employees who have been in a position for fifteen (15) months are eligible for Contract Benefits. These benefits are optional. Details can be found on the Human Resources page of the Nipissing University website or by calling the Human Resources Department.

Notwithstanding the above, contract employees are eligible to utilize the Employee Assistance Program (EAP) upon making a confidential request to the Director, Human Resources.

18.09 **Benefits for Retired Employees**

- (a) Employees who retire at or after fifty-five (55) years of age and who have at least ten (10) years of continuous service with the University, and who were members of the respective Plans as referred to in Article 18.01 (a), i), v) and vi) shall continue as members of the Plans until death or age sixty-five (65), whichever occurs first, with the premiums paid for wholly by the employer.
- (b) Employees who retire at or after fifty-five (55) years of age and who have at least ten (10) years of continuous service with the University shall continue to have access to the University library and athletic facilities on the same basis as Bargaining Unit members.

18.10 **Provision of Safety Footwear and PPE**

- (a) Where an employee is required by the University or by legislation, in order to perform their duties, to acquire and wear protective footwear, the University shall pay to such employee, annually in May, an allowance up to \$250.00. The employee will be reimbursed after presenting the invoice for the purchase to Human Resources.
- (b) If the employer determines that personal protective equipment (PPE) is required, or if such PPE is required by legislation, such equipment will be provided.

18.11 **Tuition Subsidy**

The University agrees to provide tuition fee subsidy as follows:

- (a) Seniority employees, their dependents and spouses, will be eligible for a tuition subsidy of the tuition fees (not including incidental fees or any foreign fee supplement) following their period of probation. This also applies to retirees, dependents of retired employees, dependents of employees who become deceased while in the part-time employ of the University, and dependents of employees on LTD in the employ of the University.
- (b) A dependent is defined as a child of an employee who is entitled to be claimed as a dependent child within the meaning of the Income Tax Act in the years in which the tuition fee subsidy is requested and who is under the age of twenty-six (26) years.
- (c) The tuition fee subsidy applies only to Undergraduate and Masters Level courses subject to enrolment cap in the course.
- (d) Tuition fee subsidy does not apply to continuation or extension fees dues, and it does not cover the cost of exams, incidental fees, student union fees or foreign fees.
- (e) Employees wishing to access the tuition fee subsidy must submit a completed application form to the Human Resources Office prior to registering. In addition, if the course is scheduled during normal working hours, the employee must provide the Director, Human Resources, with a letter outlining how they will make up the time missed from work. The maximum allowable time away from work is five (5) hours per week.

ARTICLE 19 – THE NIPISSING UNIVERSITY PENSION PLAN

19.01 The Nipissing University Pension Plan (NUPP), a defined contribution plan, will continue for the term of this agreement unless both parties agree otherwise.

- (a) The employer and employee will each contribute ten (10%) percent of a Member's annual salary, less the 1999 Canada Pension Plan (CPP) rate of three and a half (3.5%) percent to a maximum of one-half of the Canada Revenue Agency limit for contributions to a defined contribution plan.
- (b) The NUPP is administered by an independent trustee selected by the Board of Governors after due consideration of advice from the Pension and Benefits Advisory Committee.

- (c) The NUPP is available to all seniority employees on an optional basis after completing six (6) full months' continuous service.
- (d) On termination of an employee's employment for any reason other than death, disability or retirement, the employee may elect a cash refund or transfer as stipulated by the NUPP and as allowed by the Ontario Pension and Benefits Act.
- (e) The employer will make reasonable efforts to assist employees to transfer pension funds to or from their respective plans.

ARTICLE 20 - REST PERIOD

- 20.01 The University will allow one (1) fifteen (15) minute rest period for each four (4) hours of scheduled work. The University shall provide unpaid eating periods of at least one-half (1/2) hour at such intervals as will result in no employee working longer than five (5) consecutive hours without an eating period in accordance with the Employment Standards Act.

ARTICLE 21 - COMPENSATION

- 21.01 Positions covered by this Agreement shall be classified as clerical, secretarial, and technical employees.
- 21.02 The wage scale for part-time employees will be implemented as follows:
- (a) May 1, 2020 – An economic increase (EI) of 1%; and one (1) career development increment – CDI (step/increment);
 - (b) May 1, 2021 – An economic increase (EI) of 1%; and one (1) career development increment – CDI (step/increment);
 - (c) May 1, 2022 – An economic increase (EI) of 1%; and one (1) career development increment – CDI (step/increment).
- 21.03 At the time of hire or job change, each employee shall receive a letter stating their starting wage and classification according to Schedule "A" and a statement including a description of the job for which they have been hired.

The job description is not a grievable matter. Failure to give the letter is grievable.

- 21.04 Employees will receive a premium of \$0.75 per hour for the regularly scheduled hours of work that fall between 7:00 p.m. and 12:00 a.m. Employees will receive a premium of \$1.00 per hour for the regularly scheduled hours of work that fall between 12:00 a.m. and 7:00 a.m.

ARTICLE 22 - HOURS OF WORK

- 22.01 It is expressly understood that the provisions of this article are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee of hours of work per day nor as to the days of work per week. The University is open seven (7) days per week, and regular week-end work is required. The work week extends from Monday to Sunday. Part-time employees shall work the hours scheduled by the University which will not normally exceed 24 hours in a week. Employees may be scheduled to work in excess of 24 hours per week for a maximum of six (6) months without affecting their part-time status due to illness, accident, leave of absence, maternity or paternity leave, vacation relief, or other similar circumstances beyond the control of the University. After six (6) months, if there is a continued need for the employee to work more than 24 hours per week, the part-time position must be posted as a full-time position unless otherwise mutually agreed to. Part-time employees may be required to work additional hours in excess of their regular schedule. The employees agree to cooperate in working the required hours.
- 22.02 The work schedule to meet the operational requirements of the University may be varied. If the schedule is varied, employees shall be notified in writing four (4) weeks in advance. In the case of individual or minor revisions required by illness, holidays, vacations, leave of absence, terminations and the like, the University will make every endeavour to give the employee or employees concerned at least two (2) days' notice. Such notice may not be possible in cases of illness, bereavement or other emergency.
- 22.03 Should there be additional shifts scheduled in the department, the shifts shall be assigned by seniority on a rotational basis to employees within the classification who have the skills and qualifications necessary.
- (a) When additional shifts(s) become available, notification of such shifts shall be made to bargaining unit employees within the classification through a rotational call in system. It is the responsibility of the employee to provide

the supervisor with up-to-date contact information to be used for this purpose.

- (b) The additional shift(s) will be offered to employees within the classification through the rotational call in system in the following order: first to seniority employees, then to contract employees, then to casual employees;
- (c) The supervisor will keep a record of all shifts offered. This record will include the date and time of each additional shift, the classification of work, the name(s) of the employee(s) called, and the name of the employee who accepted the offer of the additional shift.
- (d) If an employee does not respond within the time frames identified below, the supervisor will move through the call list.
- (e) If the employee does not answer the call, a message will be left on their voice mail, if available.
- (f) The employee will have the opportunity to respond within the following time limits:
 - i) For shifts scheduled to take place in less than 48 hours:
The employee will have ten (10) minutes to respond. If there is no response within ten (10) minutes, the supervisor may proceed to the next employee on the list.
 - ii) For shifts scheduled to take place at least 48 hours but less than one week away:
The employee will have two (2) hours to respond. If there is no response within two (2) hours, the supervisor may proceed to the next employee on the list.
 - iii) For shifts scheduled to take place one week or more away:
The employee will have twenty-four (24) hours to respond. If there is no response within twenty-four (24) hours, the supervisor may proceed to the next employee on the list.

22.04 There shall be no shifts offered to employees from outside the bargaining unit until all bargaining unit employees within the classification have been given the opportunity to respond as per the process delineated in 22.03.

22.05 Should an assignment for an additional shifts(s) be made in error, it shall be corrected in the following manner:

- (a) Where possible, the shift will be reassigned to the appropriate employee prior to its start.
- (b) If it is not possible to reassign the shift to the appropriate employee prior to its start, the employee who had entitlement for that extra shift and who was available to accept the additional shift shall be compensated for all hours that they would have received had they been appropriately awarded the shift.

22.06 An employee who requires a formal accommodation under the Human Rights Code and who may be affected by a permanent change to their hours of work will be provided with reasonable notice and an opportunity to meet with their Union Steward and Human Resources to discuss such needs prior to the implementation of the change in hours or days of the week.

22.07 **Overtime**

- (a) Authorized overtime shall be paid to employees within the bargaining unit at the rate of one and one-half (1-1/2) times their hourly wage for time worked over thirty-five (35) hours in any one week.
- (b) Time off at the rate of one and one-half (1 1/2) hours for every hour may be granted in lieu of wages by mutual agreement. If the time is not taken off by April 30 of each year, the employee will be paid.
- (c) Should there be overtime shifts scheduled in the department, the shifts shall be assigned by seniority on a rotational basis to employees who have the skills and qualifications necessary.
- (d) When an employee or group of employees have cause to believe they are being asked to work overtime they consider to be excessive, such concern will be raised with their immediate supervisor.
- (e) Where a resolution is not reached, such concern may be forwarded for discussion to the Director, Human Resources, and the Local President.
- (f) All overtime (banked or paid) will be recorded and submitted using the University's electronic leave system.

22.08 In no event shall overtime or premium compensation be duplicated, compounded or pyramided.

- 22.09 Attendance at staff meetings scheduled during a non-working period shall be compensated by a minimum of three (3) hours pay for employees who for employees who attend the meeting.

ARTICLE 23 - GENERAL

23.01 Union Notices

- (a) If the Union steward desires to post a Union notice on a bulletin board provided for such purpose, such notice shall be first submitted to the Director, Human Resources, or their designate, for approval. Such approval shall not be unreasonably withheld. Neither the University, nor the Union, nor any employee shall make any change in such notice thereafter.
- (b) Distribution or posting by employees or the Union of OPSEU materials shall follow University processes and policies.

23.02 Payroll Frequency

The University will pay employees every two (2) weeks. New employees will be paid on the subsequent pay period. The University will include payment for overtime worked in the first pay period following the pay period in which the overtime was worked.

23.03 Change of Address or Status

It is the responsibility of the employee to immediately notify the Human Resources Office of any change of address and/or status. Failure to notify the University will relieve the University of any responsibility arising therefrom.

23.04 Bilingual Policy

The University will not cause anyone to be laid off or displaced as a result of its policy on bilingualism. The University will endeavor to meet its policy on bilingualism by designating positions as bilingual or requiring a level of competency in another language for vacant or new positions.

23.05 **Use of University Equipment & Facilities**

The use of University meeting rooms and equipment by the Union will be permitted with prior authorization of the Director, Human Resources. Facilities and equipment will be booked utilizing the regular booking process and when required, video conferencing equipment will also be made available.

The use of University electronic mail services by the Union will also be permitted with the prior authorization of the Director, Human Resources.

The University agrees that the Union may provide and maintain a central bulletin board at all campus locations as mutually agreed upon between the University and the Union.

23.06 **Disclosure**

Information from the University to the Union:

- (a) The University will send to the highest ranking Unit Steward and/or Local President, or designate, on or about July 1 of each year, the following information for each member:
 - i) current wage grade;
 - ii) classification; and
 - iii) wage step.
- (b) The University will notify the highest ranking Unit Steward and/or Local President, or designate, when the following changes occur:
 - i) New hires;
 - ii) Transfers;
 - iii) Promotions;
 - iv) Demotions;
 - v) Appointments;

- vi) Lay-offs and recalls;
- vii) Retirements;
- viii) Redeployments;
- ix) Approved leave of absences;
- x) Terminations; and
- xi) Temporary assignments including wage grades and duties assigned.

23.07 **Restructuring**

In the case of a reorganization or restructuring of a department that affects members of the Union, the Union and the affected employees shall, as far in advance as possible, be advised of the changes no less than thirty (30) calendar days before implementation except in situations where the University is faced with a sudden and unexpected reorganizing or restructuring. In those sudden and unexpected cases, the University shall advise the Union and the affected employees as far in advance as possible or immediately following in cases where it may not be possible to inform the Union in advance. The University shall give the Union the opportunity to present their views and input before implementation.

ARTICLE 24 – TECHNOLOGICAL CHANGE

24.01 Where the University has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the University undertakes to meet with the Union to consider retraining and the minimization of adverse effects (if any) upon the employees concerned.

Employees to be displaced will be given first opportunity for retraining to a new position provided they possess the minimum necessary qualifications established by the University. During the retraining period, the position may be filled by a temporary employee.

ARTICLE 25 - EXPENSES

- 25.01 Mileage rates paid to employees using their cars on the University's business with the approval of the University shall be paid the lesser of the mileage allowance or equivalent rental cost as per the current University policy in effect.
- 25.02 When an employee is required by the University to travel out of the city on University business, the University will reimburse the employee for reasonable expenses in accordance with the policy of the University.

ARTICLE 26 - PERSONNEL FILE

- 26.01 Employees may request in writing to the Director, Human Resources, or designate, to see their personnel file (personal references excluded) not more than twice per year. The employee shall review the file in the presence of the Director, Human Resources, or designate.
- 26.02 Two (2) years after a warning or reprimand has been issued, the warning or reprimand so given will not be considered in any subsequent disciplinary action and will be removed from the employee's employment records provided the employee has not been disciplined during that two (2) year period.
- 26.03 A supervisor may conduct an annual performance appraisal.

ARTICLE 27 – HARASSMENT AND DISCRIMINATION

- 27.01 Employees shall have the right to be free from harassment and discrimination within the workplace. An employee shall follow the processes outlined in the Respectful Workplace and Learning Environments Policy and/or the Workplace Violence Prevention Policy. These policies can be found on the Nipissing University Human Resources website.
- (a) The complainant may choose a Union Representative to assist them in presenting the complaint. At any point in the procedure, the complaint may be referred to the Ontario Human Rights Commission or as per Occupational Health and Safety legislation.

- (b) The Employer undertakes to investigate all complaints of workplace harassment and/or violence in as expeditious a manner as possible and will do so according to the policies listed above or as outlined in the applicable legislation.

ARTICLE 28 – TERM OF AGREEMENT

28.01 This Agreement shall remain in force and effect from May 1, 2020, to April 30, 2023, and shall continue in force from year to year thereafter unless no more than ninety (90) days before the date of termination either party furnishes the other with notice of termination or proposed revision of this Agreement.

SIGNED at North Bay, Ontario this 24th day of August, 2021.

FOR NIPISSING UNIVERSITY

FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION

LETTER OF UNDERSTANDING RE: VOLUNTARY EXIT OPTION

between

NIPISSING UNIVERSITY

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(LOCAL 608) PART-TIME

The Parties agree to the following with regard to VOLUNTARY EXIT OPTION.

Where the university has identified a need for layoffs, or where an employee expresses interest in voluntarily leaving the employment of the University, upon mutual agreement, a Voluntary Exit Option (VEO) may be implemented as follows:

- A) In the event that the University identifies a need for layoffs:
 - (a) An offer of a VEO may be provided to the Employee in writing;
 - (b) In the event the employee does not accept the VEO, a notice will go out to the remaining employees in the same classification in which the layoff will occur inviting those employees to express interest in voluntarily leaving the employment of the University;
 - (c) An Employee who decides to accept a VEO must do so within two (2) working days. The Director, Human Resources, will consider requests for an extension to the two-day time limit.
 - (d) An Employee who decides to accept a VEO will be deemed to have terminated their employment with the University effective the date identified in the offer letter. For the purposes of eligibility for employment insurance, the University will provide a letter confirming that loss of employment is due to a workforce reduction.
 - (e) The University shall provide notice pay (where applicable) and severance pay (where applicable) according to the Employment Standards Act requirements. In addition, The University shall provide one (1) additional week of severance pay per year of service.
- B) Where an employee expresses interest in voluntarily leaving the employment of the University:

- (a) A request for a VEO will be provided to the University in writing;
- (b) The University will respond, in writing, with a decision within twenty (20) working days;
- (c) If approved, the University shall provide severance pay (where applicable) according to Employment Standards Act requirements. In addition, the University shall provide one (1) additional week of severance pay per year of service.

Signed at North Bay this 24th day of August, 2021.

FOR NIPISSING UNIVERSITY

FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION

LETTER OF UNDERSTANDING RE: MARKET VALUE ADJUSTMENT

between

NIPISSING UNIVERSITY

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(LOCAL 608) PART-TIME

The Parties agree to the following with regard to **MARKET VALUE ADJUSTMENT**

The parties agree that the University may, in its discretion, develop and implement market value adjustment, as the need arises, for selected job classes within the bargaining unit.

A market value adjustment shall adhere to the following criteria:

1. Market value adjustments shall be used for a specific purpose (e.g. recruitment and/or retention) and shall be for a specific and limited period of time. As such, market value adjustments shall be treated as non-base salaries.
2. Market value adjustments shall be paid on a quarterly basis on the first (1st) pay date after the completion of the quarter.
3. An eligible employee shall receive quarterly adjustments (one-time lump sum payments) provided that they continue active employment in their position for each of the quarters.

An eligible employee who commences employment with the University during a quarter shall have their non-base market adjustments for the quarter pro-rated accordingly (i.e. relative to the length of time the employee is employed during the quarter).

An eligible employee who resigns from the University within the quarter shall not be eligible to receive the applicable market value adjustment, even on a pro-rated basis.

The market value adjustment shall have no impact on the level of the employee's salary nor on the employee's level of benefits.

4. Each market value adjustment will document the following:
 - (a) the rationale for the market value adjustment; e.g. skills shortage and high demand for a specific set of competencies, skills or professions;
 - (b) the specific job class(es) eligible for consideration by the market value adjustment;
 - (c) labour market information related to the market value adjustment;
 - (d) the value of the market value adjustment.
5. If the University determines that a market value adjustment is necessary for a specific job class(es), requests for consideration will be made at the departmental level, but shall require the authorization and approval of the Director, Human Resources before consideration at the University level.
6. Once the University develops a market value adjustment and related criteria, the Union shall be provided with an opportunity to review and provide feedback related to 4(a)-(d) delineated above. The University shall seriously consider advice and feedback received from the Union. The Union shall be provided with a copy of the market value adjustment and the attendant procedures.
7. Once a market value adjustment is implemented, the adjustment shall be reviewed annually to determine if the adjustment should continue, discontinue or requires changes.
8. In the event that a decision is made by the University to discontinue the program in its entirety, the University shall provide both the Union and affected employees with a three (3) month notice of discontinuation of the market value adjustment.
9. In the event that the value of the annual market value adjustment is reduced, the individual employee affected will be provided with a two (2) week notice of such reduction.
10. The parties agree that the market value adjustment and any and all issues surrounding development, implementation, application, administration and

termination shall not become the subject matter of a grievance (policy or individual) and shall not become the subject matter to which an Arbitrator or Arbitration Board has jurisdiction.

Signed at North Bay this 24th day of August, 2021.

FOR NIPISSING UNIVERSITY

FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION

LETTER OF UNDERSTANDING RE: JOB EVALUATION PROCESS

between

NIPISSING UNIVERSITY

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(LOCAL 608) PART-TIME

The parties agree to the following with regard to **JOB EVALUATION PROCESS**

This letter will confirm the University's commitment to maintaining Pay Equity in compliance with the Pay Equity Act through the Job Evaluation Process. The Job Evaluation Process will undergo a review at least every five (5) years (or as often as deemed necessary by the parties) to ensure it reflects best practices and current legislation.

The parties agree to meet within two (2) weeks of the ratification of this agreement to review the rating tool and scoring system and to settle outstanding issues.

The parties recognize that at the date of ratification, there is a backlog of job evaluations. Following resolution on the rating tool and scoring system, the parties agree to set up a schedule of meetings that will ensure completion of the backlogged job evaluations. The parties commit to having the backlogged job evaluations completed by six (6) months from date of ratification.

The parties will also set up a schedule to address any new or changed jobs during each subsequent year.

If there are no new or changed jobs, a "maintenance agreement" will be signed off between the parties.

Signed at North Bay this 24th day of August, 2021.

FOR NIPISSING UNIVERSITY

FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION

LETTER OF UNDERSTANDING RE: TENTATIVE INTEGRATION OF PART-TIME AND FULL-TIME COLLECTIVE AGREEMENTS

between

NIPISSING UNIVERSITY

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(LOCAL 608) PART-TIME

The Parties agree to the following with regard to **TENTATIVE INTEGRATION OF PART-TIME AND FULL-TIME COLLECTIVE AGREEMENTS**:

This letter will confirm the University’s commitment to working jointly with OPSEU to discuss the possibility of integrating the full-time and part-time collective agreements effective May 1, 2023.

The University agrees to meet with the Union following bargaining to develop a framework to present to the full-time and part-time members for consideration within the fall of 2021.

Signed at North Bay this 24th day of August, 2021.

FOR NIPISSING UNIVERSITY

FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION

LETTER OF UNDERSTANDING RE: DECEMBER HOLIDAY CLOSING

between

NIPISSING UNIVERSITY

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(LOCAL 608) PART-TIME

The Parties agree to the following with regard to **DECEMBER HOLIDAY CLOSING**:

This letter will confirm the understanding that during the term of this agreement, if the University closes for the December holiday break, employees will not suffer any loss of regular wages during the period of closure.

Clarity Note #1: The maximum amount payable during the closure for any employees not required to work will be equivalent to the total gross wages over the last four (4) work weeks (Monday through Sunday) prior to the December holiday closing, divided by four plus statutory holiday pay, if applicable.

Clarity Note #2: If an employee is required to work during the closure due to operational requirements, the supervisor will provide the details in writing (email). The employee will receive payment at the employee’s regular rate for the hours worked or the employee will receive a mutually convenient equivalent time off with pay. This payment will be in addition to the amount calculated in Clarity Note #1. If time off referred in this clarity note is not taken by April 30 of each year, the employee will be paid at straight time.

Signed at North Bay this 24th day of August, 2021.

FOR NIPISSING UNIVERSITY

FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION

LETTER OF UNDERSTANDING RE: ALTERNATIVE WORK ARRANGEMENTS

between

NIPISSING UNIVERSITY

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(LOCAL 608) PART-TIME

The parties agree to the following with regard to **ALTERNATIVE WORK ARRANGEMENTS**:

The University and the Union recognize that departments have an obligation to provide the highest level of service possible to the broader University community. Furthermore, it is recognized that the University has certain operational requirements that must be met, including having sufficient number of staff available on site. Any request for alternative work arrangements must consider obligation and requirements and may be denied by the University if service or operational requirements are adversely affected.

An employee may make a request to enter into an alternative work arrangement which may include working offsite. The employee will make such request of their supervisor who will forward such request to the Director, Human Resources for consideration.

It is understood that employees participating in an alternative work arrangement will maintain their normal number of weekly hours of work, wage level, and job responsibilities.

Should the request for alternative work arrangements be approved, it will be formalized in writing, signed by the Director, Human Resources, the Local President, the employee and the supervisor. Such approval is specific to the position the employee currently holds. Should the employee change positions, the alternative work arrangement will be null and void, and a new request must be submitted should the employee wish to have an alternative work arrangement in their new position.

Alternative work arrangements may be revoked with two weeks' notice if service or operational requirements change or if job performance is negatively affected.

The decision to approve or deny any request for an alternative work arrangement is the exclusive right of the University.

Signed at North Bay this 24th day of August, 2021.

FOR NIPISSING UNIVERSITY

FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION

Part-Time Support Wage Schedules

SCHEDULE A

PART-TIME SUPPORT STAFF WAGE GRID

FOR THE PERIOD MAY 1, 2020 TO APRIL 30, 2021 (Year 1 – 1%)

WAGE GRADE	POINT BAND	1	2	3	4	5	6	7	8	CLASSIFICATION
120	699-744	37.18	38.42	39.66	40.91	42.15	43.38	44.61	45.85	Business Analyst
110	653-698	35.08	36.25	37.43	38.60	39.77	40.96	42.14	43.30	Technologist F
100	607-652	33.09	34.20	35.31	36.42	37.53	38.65	39.75	40.87	Technologist E
90	561-606	31.23	32.26	33.30	34.34	35.37	36.40	37.45	38.48	Technologist D, Coordinator E
80	515-560	29.45	30.43	31.40	32.38	33.35	34.32	35.30	36.27	Technologist C, Coordinator D
70	469-514	27.79	28.68	29.60	30.51	31.42	32.33	33.25	34.15	Technologist B, Coordinator C
60	423-468	26.20	27.08	27.94	28.82	29.67	30.54	31.41	32.28	Technologist A, Coordinator B, Technician D
50	377-422	24.73	25.55	26.39	27.21	28.03	28.87	29.68	30.51	Clerk D, Coordinator A, Technician C, Secretary D
40	331-376	23.35	24.11	24.87	25.63	26.40	27.16	27.92	28.67	Clerk C, Secretary C, Technician B
30	285-330	21.99	22.73	23.45	24.18	24.91	25.64	26.38	27.11	Clerk B, Secretary B, Technician A
20	239-284	20.75	21.43	22.13	22.82	23.50	24.19	24.88	25.56	Clerk A, Secretary A

SCHEDULE A
PART-TIME SUPPORT STAFF WAGE GRID
FOR THE PERIOD MAY 1, 2021 TO APRIL 30, 2022 (Year 2 - 1% Increase)

WAGE GRADE	POINT BAND	1	2	3	4	5	6	7	8	CLASSIFICATION
120	699-744	37.55	38.80	40.06	41.32	42.57	43.81	45.06	46.31	Business Analyst
110	653-698	35.43	36.61	37.80	38.99	40.17	41.37	42.56	43.73	Technologist F
100	607-652	33.42	34.54	35.66	36.78	37.91	39.04	40.15	41.28	Technologist E
90	561-606	31.54	32.58	33.63	34.68	35.72	36.76	37.82	38.86	Technologist D, Coordinator E
80	515-560	29.74	30.73	31.71	32.70	33.68	34.66	35.65	36.63	Technologist C, Coordinator D
70	469-514	28.07	28.97	29.90	30.82	31.73	32.65	33.58	34.49	Technologist B, Coordinator C
60	423-468	26.46	27.35	28.22	29.11	29.97	30.85	31.72	32.60	Technologist A, Coordinator B, Technician D
50	377-422	24.98	25.81	26.65	27.48	28.31	29.16	29.98	30.82	Clerk D, Coordinator A, Technician C Secretary D
40	331-376	23.58	24.35	25.12	25.89	26.66	27.43	28.20	28.96	Clerk C, Secretary C, Technician B
30	285-330	22.21	22.96	23.68	24.42	25.16	25.90	26.64	27.38	Clerk B, Secretary B, Technician A
20	239-284	20.96	21.64	22.35	23.05	23.74	24.43	25.13	25.82	Clerk A, Secretary A

SCHEDULE A
PART-TIME SUPPORT STAFF WAGE GRID
FOR THE PERIOD MAY 1, 2022 TO APRIL 30, 2023 (Year 3 -1% Increase)

WAGE GRADE	POINT BAND	1	2	3	4	5	6	7	8	CLASSIFICATION
120	699-744	37.93	39.19	40.46	41.73	43.00	44.25	45.51	46.77	Business Analyst
110	653-698	35.78	36.98	38.18	39.38	40.57	41.78	42.99	44.17	Technologist F
100	607-652	33.75	34.89	36.02	37.15	38.29	39.43	40.55	41.69	Technologist E
90	561-606	31.86	32.91	33.97	35.03	36.08	37.18	38.20	39.25	Technologist D, Coordinator E
80	515-560	30.04	31.04	32.03	33.03	34.02	35.01	36.01	37.00	Technologist C, Coordinator D
70	469-514	28.35	29.26	30.20	31.13	32.05	32.98	33.92	34.83	Technologist B, Coordinator C
60	423-468	26.72	27.62	28.50	29.40	30.27	31.16	32.04	32.93	Technologist A, Coordinator B, Technician D
50	377-422	25.23	26.07	26.92	27.75	28.59	29.45	30.28	31.13	Clerk D, Coordinator A, Technician C Secretary D
40	331-376	23.82	24.59	25.37	26.15	26.93	27.70	28.48	29.25	Clerk C, Secretary C, Technician B
30	285-330	22.43	23.19	23.92	24.66	25.41	26.16	26.91	27.65	Clerk B, Secretary B, Technician A
20	239-284	21.17	21.86	22.57	23.28	23.98	24.67	25.38	26.08	Clerk A, Secretary A