



Collective Agreement

between

Wilfrid Laurier University

and

The Canadian Union of Public Employees
Local 926

July 1, 2018 — June 30, 2021

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COLLECTIVE AGREEMENT

BETWEEN:

WILFRID LAURIER UNIVERSITY,
(hereinafter referred to as "the University"
and/or "the Employer")

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL UNION NO. 926,
(hereinafter referred to as "the Union")

OF THE SECOND PART

WHEREAS the Parties wish to make a Collective Agreement to establish the terms and conditions of the employment of employees in the Department of Physical Resources of the University as well as the rights, privileges or duties of the Parties and the said employees.

THEREFORE, it is mutually agreed as follows:

ARTICLE 1 RECOGNITION AND SCOPE

1.01

The University recognizes the Union as the sole and exclusive bargaining agent of all regular employees in its Department of Physical Resources at Waterloo, Ontario, inclusive of the Faculty of Social Work Facility in Kitchener, save and except supervisors, managers, persons above the rank of manager, office staff and Special Constables.

1.02

This Agreement does not cover part-time employees, temporary employees or students employed on a part-time basis during the academic year and/or students employed full-time during vacation periods except as specified under the terms of this agreement.

1.03

For the purposes of this agreement:

- (a) Regular employee means an employee who has satisfactorily completed the probationary period and who is engaged on a continuing basis for twenty-four (24) hours or more per week.
- (b) Part-time employee means an employee who ordinarily works less than twenty-four (24) hours per week.
- (c) Temporary employee means an employee who ordinarily works twenty-four (24) hours or more per week but for a period of fewer than six (6) months or less in any twelve (12) month period. It is understood that the University and the Union may mutually agree to extend the six (6) month period on an individual basis.

- (d) Normally the University will hire temporary employees when it is deemed necessary to replace a permanent employee who is off sick, on a leave of absence, on Long Term Disability, or Workplace Safety and Insurance. The University can also hire temporary employees in other extenuating circumstances with the Union's agreement.
- (e) For a temporary position resulting from an employee on leave(s) described in 6.07 (g) Development Opportunities, 24.07.5 Leave of Absence, 25.01, Pregnancy Leave, 25.03 Parental Leave, and/or long term illness or injury, the University may post the position for the full duration of the leave(s) without the agreement of the Union; this posting may also include time for vacation and overlap for training purposes.
- (f) The University will provide the union with copies of all offer of employment letters for temporary employees. The letters will specify the start and end dates.
- (g) From time to time, the University may enter into agreements with community groups, colleges and high schools to provide temporary unpaid work-experience opportunities for individuals, providing such arrangements are mutually agreed to by the University and the Union.

1.04

No employee shall be required or permitted to make a written or verbal agreement with the University which conflicts with the terms of this Collective Agreement.

1.05

No full-time, regular employee shall be laid off while Probationary Employees, Temporary Employees, Students, or Part-time Employees are employed within that classification.

1.06

The University will provide to the Union, without charge, the use of one office furnished with the following: desk, desk chair, three (3) side chairs, waste basket, filing cabinet and bookcase. The University will also provide internal telephone services with external access (provided that the Union will pay all –long-distance charges) and use of the intra- and inter-University mail delivery service.

ARTICLE 2 MANAGEMENT'S RIGHTS

2.01

Except as specifically modified by the terms of this Agreement, the University shall have all the customary rights of management to direct and control its staff in the Department of Physical Resources without restricting the foregoing to maintain order, discipline and efficiency among such staff by establishing and enforcing working rules and regulations. The University shall operate with good management practices, directing and controlling its staff in a fair and equitable manner, while encouraging efficiency in the operation. Such rights shall not be exercised in a manner which is discriminatory or inconsistent with the terms of this agreement.

2.02

Prior to introducing any significant changes to organizational work processes, the University will consult with the Union President, or designate, as well as with the affected employee(s).

Operational meetings between management and the Union will be held on a regular basis. Meetings may be requested by either party.

ARTICLE 3 STRIKES AND LOCKOUTS

3.01

The Union agrees that there will be no strike, sitdown, slowdown or suspension of work, picketing or other collective action which will stop, curtail, interfere with or affect the operation of the University during the term of this Agreement, and that, in the event of any such action taking place, the Union will instruct the employees involved to return to work and perform their usual duties.

3.02

The University agrees that during the term of this Agreement there will be no lockout.

3.03

Union employees shall not be asked nor be required to perform the work of other employee groups or bargaining units engaged in a legal strike.

ARTICLE 4 UNION SECURITY

4.01

The University will notify the Union when a bargaining unit employee is hired and will inform the Union in writing of the employee's name and date of employment. Upon such hiring, the University will refer such newly-hired employee to a Union Steward. The Union shall be permitted to thirty (30) minutes to meet with new hires.

4.02

All employees who are covered by the terms of this Collective Agreement are required to sign a form authorizing the deduction of dues as established by the Union. These dues will be deducted from the pay of all employees from the date of hire with the University and shall continue during the terms of this Agreement as a condition of continued employment. In the case of temporary employees, as defined in Section 1.03(c), dues deductions will commence after the employee has completed sixty (60) days of work.

In the case of temporary employees, as defined in Section 1.03(c), dues deduction will commence on the first day of employment.

4.03

The Parties agree that there will be no discrimination, interference, restrictions, coercion, or intimidation exercised on or practiced by the University or the Union in regard to any matter associated with the terms and conditions of employment of Employees by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status, disability, gender identity and gender expression or language (unless as occupational requirement of a position), nor by reason of membership or nonmembership or activity or lack of activity in the Union.

4.04

The University shall deduct from the pay of each employee an amount equivalent to the amount authorized by the Union, union dues and any assessments, and deposit these to a bank account designated by the union. A copy of a deposit confirmation along with a list displaying the names of those employees from whose wages the deductions were made, classification, employment status, regular pay earned and dues deducted shall be forwarded to the Treasurer of the Union not later than the 20th day of the month following the month in which the deductions were made.

4.05

The solicitation of Union membership shall not be conducted on the premises of the University during working hours.

4.06

The University will prepare and provide appropriate income tax information slips including the amount of Union dues deducted from employees in the previous year.

4.07

The University, upon request, will provide to the union, addresses of members for reasons of compassion, subject to privacy legislation.

ARTICLE 5 REPRESENTATION

5.01

The Union may appoint and the University shall recognize Stewards, one of whom shall be designated Chief Steward, any one of whom may represent an employee who wishes to file a grievance.

5.02

The Union may appoint and the University shall recognize a bargaining committee of five (5) employees who shall be paid at their regular hourly wage rate to attend bargaining sessions. The parties may mutually agree to add members to the bargaining committee. During the six (6) months prior to the expiration of this Agreement, an additional two (2) days of release time with no loss of compensation and benefits will be granted for the purpose of finalizing the bargaining proposal.

5.03

The University recognizes that the Union Stewards, the Union Bargaining Committee or the Union Executive shall have the right to have the assistance of an authorized representative of the Union when dealing with the University on any grievances or when dealing with the University on matters relating to the administration or negotiation of this Collective Agreement.

5.04

It is agreed that Stewards, Union Executive, or Union Bargaining Committee Members, who are appointed or otherwise selected, shall be a regular employee of the University at the time of their appointment.

5.05

Arrangements for an employee wishing to discuss any work related problem with their Steward or a member of the Union Executive during working hours must be made with the employee's manager. It is agreed that such arrangements will be made within a reasonable time, but in no event later than the end of the next shift.

5.06

The Union shall notify the University in writing of the names of all the Stewards and elected Officers of the Union along with the effective date of their election or appointment.

5.07

The University will make the following information available to the Union through the University website:

- (a) one (1) copy of the latest University budget and budget report when circulated to the Board;
- (b) one (1) copy of the annual audited statement of the University when presented to the Board;
- (c) notice of meetings, agenda, and a copy of the public minutes of the Board at the time of distribution;
- (d) notice of meetings, agenda and a copy of the public minutes of the Senate at the time of distribution;
- (e) the names and addresses of all persons appointed or elected to positions on the Board or Senate, together with the names of persons appointed or elected to Board or Senate committees with any terms of reference of those committees at the time of their election or appointment;
- (f) approved minutes of the Buildings & Property Committee and Finance & Investments Committee of the Board, and the audited and other reports concerning the pension and benefits plans;
- (g) such other information as may be set out elsewhere in this Agreement that is required to be given.

5.08

University agrees to provide up to twenty-five (25) days of release time per year, without loss of compensation and benefits, to Union officials to conduct the business of the Union and/or for training and development. Requests for release shall be submitted to Human Resources and shall not be unreasonably denied. Additional days may be granted upon request.

The University agrees that employees who are elected or appointed to represent the Union at Union conventions or seminars shall be granted leave of absence without pay but without loss of seniority provided, however, that the University is given reasonable prior notice by the employees

of their request for leave and provided, further that the normal work of the University is not disrupted by the granting of such leave. Any such leave of absence for an employee shall not exceed a total of sixty (60) working days in any calendar year.

Where the University, through the manager, and the Union agree that attendance at meetings or seminars by Union member(s) will be of mutual work-related benefit, the University will send the appropriate employee to such meetings or seminars. Where such requests are initiated by the Union, they will be submitted, in writing, as far in advance as possible, to the manager or designate, who may approve the request and send the employee to such meeting or seminar. Attendance by CUPE employees at such meetings or seminars will be limited to a total of twenty-four (24) hours per year for the group.

5.09

Notwithstanding Article 5.08, should a member/officer of the Union require release time for Union related business, inclusive of conferences and conventions, the Union shall submit a request to Human Resources, outlining the details of the request. Such request shall not be unreasonably denied. The University agrees to continue the employee's compensation and benefits during such approved releases and shall issue an invoice to the Union for the salary costs of the individuals released.

ARTICLE 6 SENIORITY

6.01

Seniority is defined as the length of service in the bargaining unit. An employee shall be considered probationary until they have worked for the University for six (6) calendar months. Upon completion of the probationary period the employee will be confirmed as a regular employee by having their name placed on the seniority list with a seniority date back to the last date of hire. The University and the Union may mutually agree to extend the probationary period of an employee for up to an additional thirty (30) consecutive working days. If a member was to go to another position in the University and return they would be given seniority credit for previous service in the bargaining unit.

The employee must be actively at work during the probationary period; if unable to attend work due to scheduled vacation or sick leave the probationary period may be extended by the number of days absent.

When a temporary employee obtains a regular position, all days worked in that position during the current period of employment will be credited toward the probationary period.

6.02

- (a) After such newly-hired employee has successfully completed the probationary period the University will notify the employee and the Local Union Treasurer in writing. A copy of any evaluation will be available to the Union on request if the employee concurs. The University

will notify the Union forthwith of the discharge of an employee in the bargaining unit whether they are probationary or whether they have acquired seniority.

- (b) Where two (2) or more employees have the same hire date, the greater seniority shall be determined by random lot draw, at the time of hire, supervised and conducted jointly by Union and management.

6.03

The University shall maintain a seniority list showing the seniority date of each employee who is covered by the terms of this Collective Agreement. Twice yearly the University shall send to the Union a copy of this seniority list and it shall also post a copy of this list on the Human Resources website.

6.04

Priority for lay-off and rehiring, transfer, promotion and demotion, shall be determined by the Employer on the basis of an employee's skill, ability, knowledge and experience. An employee with the greater seniority shall receive preference, provided they have the skill, ability, knowledge and experience to do the work required.

In the case of lay-off or recall an individual's seniority will govern within the employee's classification.

No new employees shall be hired into a work classification until those laid off from that same classification have been given an opportunity of recall.

In the event that a position is eliminated, affected employees will be provided with the following notice:

- (a) one (1) year of service or less - four (4) weeks notice;
- (b) more than one (1) year of service - four (4) weeks notice plus one (1) additional week of notice for each year of service after one year, to a maximum of forty (40) weeks.

While employees are expected to continue to work during the notice period, the University may invoke the layoff and continue to pay the employee for the duration of the notice period if such work is not available.

If an employee is on vacation or away on sick leave, the notice will begin on the date notification was received by the employee by registered mail.

Severance benefits will be provided to employees who have been given notice of layoff and who choose not to exercise any of the rights under this Agreement at the rate of one (1) week's pay at the employee's actual regular weekly salary rate for each completed year of service to a maximum of twenty six (26) weeks plus a lump sum payment for any unused notice period pursuant to Article

6.04. Upon the acceptance of severance the employee's employment with the University will be deemed to have terminated.

Any laid off employee shall have the following option also available to them. Acceptance of a vacancy, bargaining unit wide, which becomes available during their notice period. Such employee must have successfully held this position at Wilfrid Laurier University and have the skill, ability and knowledge to do the work required. In this instance, the University shall not be required to follow the normal posting requirements.

6.05

An employee transferred or promoted to another classification who fails to meet a satisfactory level of performance within a reasonable length of time, but in any case not exceeding sixty (60) working days, shall be returned to their previous classification and wage rate, providing it has not been eliminated. This article may be invoked by either the employee involved or by the University.

6.06

Seniority shall be lost when an employee:

- (a) quits;
- (b) is discharged and is not reinstated as the result of a grievance;
- (c) is laid off for a period of twenty-four (24) months or more;
- (d) is laid off, and having been notified to return to work by registered letter sent to the last address on record with the Employer, fails to report to work within seven (7) working days of the registered date of the mailing of the notice of the Employer;
- (e) is absent without leave of the Manager for a period of 2 normal working days without reasonable justification.
- (f) has been absent from work because of illness or injury for a period in excess of twenty four (24) months. Such periods may be extended by mutual consent of the Union and the University. This clause is subject to the Parties' obligation under the Ontario Human Rights Code. Employees on an approved Long Term Disability claim will be eligible for benefits under Article 16.04.

6.07

- (a) All Bargaining Unit positions shall be posted internally/externally. The University shall post all new or vacant bargaining unit positions on designated bulletin boards, through leadhands and electronically, with an electronic copy sent to the Union at the same time, for five (5) consecutive working days from the date of issue. Employees who are on layoff with recall rights who apply for a position different from the one they held at the time of layoff will be considered internal candidates.

- (b) The University's current job posting policy shall indicate the position location on all new or vacant custodial postings. If the position is filled by an existing employee, the University will not be required to post that employee's position, or any subsequent follow-up vacancies, provided that such a position is within the same job classification and shift schedule of the original job posting, and is filled from the original job posting's pool of applicants. The University will be required to post for three (3) days where the follow-up vacancy has a different shift than the original posting.
- (c) When changing classifications, all applicants are required to submit an updated resume with their cover letter as per the instructions on the job posting. For all other job postings, a CUPE application for an internal job posting must be submitted.
- (d) It is agreed that employees will not be considered for position vacancies if the transfer or promotion would result in their supervising or being supervised by a spouse, child, sibling or parent as defined in the Ontario Human Rights Code. Exceptions will be made for occasional overtime rotation only.
- (e) All employees for the original job posting shall be given preference and consideration for any follow-up vacancies, arising from that posting.
- (f) For C.U.P.E. postings, the bargaining unit members have priority over persons outside of the bargaining unit. Any delays in filling the position will be discussed with the Union.
- (g) As a means of providing opportunities for employees' personal growth and development, the University agrees to allow employees the opportunity to apply for temporary or limited term positions throughout the University. This development leave shall not exceed twelve (12) months in length and is subject to the approval of the employee's manager. If the temporary or limited term position the employee is applying for is a maternity or parental leave, then this developmental leave shall not exceed fourteen (14) months in length; this may also include time for vacation and overlap for training purposes. This approval shall not be unreasonably denied. Employees will continue to receive the same benefits and accrue seniority during this period. Notwithstanding Article 1.03(c), the Union agrees that the University may fill the vacancy created from such leave with a temporary employee for the same duration as the developmental leave. Employees who have completed a limited term or temporary position shall resume their former position provided it still exists.
- (h) Late applications from employees who have been absent during the entire posting period will be accepted, provided that an offer to fill the position has not been made. Employees may apply to be considered for an anticipated posting prior to an absence.
- (i) Once an employee has accepted another full time or temporary position within their classification, they are to remain in that position for at least six (6) months if it is a full time position or the full duration of the temporary assignment prior to being eligible for further postings. If there are no other internal job applicants applying for the position the requirements in this Article shall be waived.

- (j) The University will provide a list of internal job applicants to the Union, upon request. Also, the Union will be copied on successful offer letters for internal and external postings, upon request.

ARTICLE 7 CLOTHING ALLOWANCE

7.01

The parties agree that there is a need for all employees to wear clothing, footwear, and personal protective equipment that provides them basic protection in the normal activities on the job.

Further to the departmental policy on clothing requirements, the University agrees to undertake to provide appropriate work-clothing, outerwear clothing, rain gear, gloves, footwear and galoshes at the University's expense as set out below.

- (a) All employees shall be provided with an initial supply of clothing which may include shirts/t-shirts, sweaters/sweatshirts, pants, coat, winter parka, as determined by individual departmental work unit requirements.
- (b) Current departmental work unit practices with regard to the issuance of work clothing shall be maintained or be enhanced. Any improvements to practices/policies shall include consultation with the employees and Union.
- (c) Any changes to the selection styles, and fabrics shall include consultation with the employees and the Union. However, the University reserves the right to make the final selection.
- (d) Work clothing remains the property of the University and is not to be distributed to anyone other than the employee.
- (e) New, or replacement of worn-out/damaged, clothing/outerwear shall be issued as required, or upon request. This request will not be unreasonably denied and shall be considered on an individual basis/need without prejudice.
- (f) Employees shall be required to turn-in worn-out or damaged clothing and outerwear prior to the issuance of any replacement.
- (g) Regular employees shall not be required to wear previously worn clothing/outerwear.
- (h) University provided clothing, footwear, and safety equipment must be worn, and be used in the performance of job related duties only, during an employee's regularly scheduled shift and scheduled overtime. During an emergency call in it is understood that work clothing may not be available.
- (i) Employees are required to turn in to the University, any logoed University supplied work clothing/outerwear when they leave the employment of the University or work unit.

The University agrees to provide annually to all regular employees, in the following classifications with:

(a) Custodial

An allowance/voucher of \$175 per fiscal year (May 1 to April 30) for safety footwear (CSA Approved/Green Patch) with proof of purchase. Any unused portions cannot be accumulated and carried over to the next year.

(b) Grounds

An allowance/voucher of \$225 per fiscal year (May 1 to April 30) for safety footwear (CSA Approved/Green Patch) with proof of purchase. Any unused portions cannot be accumulated and carried over to the next year.

(c) Trades

An allowance/voucher of \$225 per fiscal year (May 1 to April 30) for safety footwear (CSA Approved/Green Patch) with proof of purchase. Any unused portions cannot be accumulated and carried over to the next year.

For employees who have been informed by the University that they are required to wear them, the University agrees to supply the following: reimbursement for 100% of the cost of one pair of prescription safety glasses (lenses and frames) to a maximum of \$250 every 24 consecutive months, additional coverage may be granted at the discretion of the manager. This is in addition to the vision benefits under the Extended Health Care Plan.

ARTICLE 8 WAGES AND JOB CLASSIFICATIONS

8.01

The University will provide each employee with a general job description of their duties and responsibilities. Positions shall be rated and paid during the term of this Agreement in accordance with Schedule "A" attached hereto.

8.02

The University and the Union will meet to discuss the associated rates of pay for new or changed jobs covered by the terms of this agreement. Should such discussions result in agreement between both parties, the rate shall be implemented. Should such discussion not result in an agreed upon rate the University's last position shall be implemented and the union may take their dispute through the grievance procedure.

8.03

The University will review and update job descriptions as required and shall provide the Union with copies of such updated job descriptions.

8.04 Apprentices

- (a) Both parties recognize the benefits gained from a Trade Apprenticeship Program. It is agreed that the University may enter an Apprenticeship Program with a new or existing employee as a means of fulfilling the University requirement for a skilled tradesperson in a respective classification. The University will consult with the Union if the opportunity for an Apprentice arises.
- (b) The rate of pay for an employee who is enrolled in an approved Apprenticeship program will be mutually agreed on by both parties, and will be so as to coincide with Schedule "A" wage rates. In no case will the rate of pay be less than that which is specified under any legislation relating to rate of pay for Apprentices, or more than the rate of pay for the appropriate tradesperson rate as per Schedule "A".
- (c) All Apprentices shall be registered through the Ministry of Training Colleges and Universities and are required to fulfill all conditions of the Apprenticeship Program.
- (d) The University may provide full pay to an employee who is required to attend Trade School as set out by the Registered Apprenticeship Program, and the Ministry of Training Colleges and Universities.

ARTICLE 9 HOURS OF WORK AND OVERTIME

9.01

The normal hours of work per week shall be scheduled as follows:

(a) Trades, Grounds and Custodial Day Shift (Monday – Friday)

The normal hours of work shall be forty (40) hours per week, Monday to Friday, consisting of five (5), eight (8) hour days and scheduled as follows:

- i. Custodial day shift, scheduled between 4:00am and 3:30pm, consisting of eight (8) hour shifts with a one-half (1/2) hour unpaid lunch.
- ii. Trade shift, scheduled between 6:00am and 6:00pm, consisting of eight (8) hour daily shifts with a one-half (1/2) hour unpaid lunch, or four, ten (10) hour shifts with a one-half (1/2) hour unpaid lunch.
- iii. Grounds shift, scheduled between 5:00am and 3:30pm, consisting of eight (8) hour daily shifts with a one-half (1/2) hour unpaid lunch.
- iv. Each employee shall be entitled and shall be given a ten-minute break period during each half shift at times to be set by the Manager.

(b) Custodial and Trades Afternoon Shift (Monday – Friday)

The normal hours of work shall consist of five (5) eight (8) hour shifts between 2:30pm – 12:00am, Monday to Friday. This maximum limit of custodians on the shift may be increased only with the agreement of both parties, which agreement shall not be unreasonably withheld.

The Afternoon shift shall consist of an 8 hour schedule with two (2), 10 minute breaks and a 30 minute unpaid lunch break. The Custodial Afternoon shift may be increased up to a maximum of 15 positions.

(c) Custodial and Trades Night Shift (Sunday – Thursday)

The normal hours of work shall consist of five (5) eight (8) hour shifts from Sunday to Thursday between 10:00pm-6:00am. This maximum limit of custodians on the shift may be increased only with the agreement of both parties which agreement shall not be unreasonably withheld. No overtime or additional premium for Saturday or Sunday regularly scheduled hours will apply (reference Article 9.04).

The Night shifts shall consist of an eight (8) hour schedule with one (1) 10 minute break and one (1) 20 minute paid lunch break. A Custodial Night shift shall be created with up to a maximum of 20 positions.

Employees who work the Night shift shall receive a shift premium of \$1.00 per hour for all regular hours worked on the Night shift and which premium shall not be included for the purpose of calculating overtime. (This premium will be paid if the shift is scheduled to start earlier or end later than the normal Night shift times.)

(d) Custodial and Trades Weekend Shift (Friday – Sunday, or Saturday - Monday)

The normal hours of work for Weekend Shift positions shall be three (3), 12 hour shifts, Friday to Sunday from 4:00am to 4:00pm daily with three (3), 20 minute paid eating periods. This maximum limit of custodians on the shift may be increased only with the agreement of both parties which agreement shall not be unreasonably withheld. A Custodial Weekend Shift shall be created with up to a maximum of three (3) positions.

(e) Shift Schedule

i) Custodial:

A shift schedule may be changed because of extenuating circumstances by mutual agreement between the University and the Union, in consultation with the affected employee(s).

There will be no permanent changes to shifts except through processes of attrition and/or job postings. No employee shall be forced to change their shift hours.

ii) Trades and Grounds:

A shift schedule may be changed because of extenuating circumstances by mutual agreement between the University and the Union, in consultation with the affected employee(s).

There will be no permanent changes to shifts except through processes of attrition and/or job postings. No employee shall be forced to change their shift hours, unless stated in the job posting at the time of hire.

It is understood that this Article does not in any way constitute a guarantee from the University to provide work for any number of hours per week or per day.

9.02 Weekend Custodial and Trades Shift

9.02.1

Employees who work the Weekend Shift shall receive a Weekend Shift premium of 11.112% of their regular Job Rate for each regular hour of the shift worked. (The Job Rate would include the regular rate plus leadhand rate, if applicable) This premium shall be added to and included in the job rate for their normal rate.

9.02.2

This Weekend Shift Rate shall not be used for the calculation of overtime. Only the regular rate and leadhand rate, if applicable, would be used for calculating the overtime hourly rate.

9.02.3

For the Weekend Shift, employees shall be paid at the Weekend Shift Rate for any Vacation, Personal, Sick, Short Term Disability, Snow day, Jury Duty, or University Emergency Closing time off as per the terms of the Collective Agreement.

9.02.4

In the case of Weekend Shifts, an overtime rate shall be paid for all work performed in excess of the 36 regular scheduled hours of work in any week, or in excess of 12 hours per day. All Monday to Saturday overtime work shall be paid for at time and one-half of the regular custodian rates. All Sunday overtime work shall be paid for at double time of the regular custodian rate.

9.03 Operating Engineer

9.03.1

The normal hours of work shall consist of a five (5) week, two hundred (200) hour rotational shift schedule, consisting of rotating twelve (12) and eight (8) hour shifts. The twelve hour shift shall consist of three (3), twenty (20) minute paid eating breaks. The eight hour shift shall consist of eight hours with a one-half(1/2) hour unpaid lunch break.

9.03.2

The University shall provide a regular shift schedule to the Union and employees. This schedule for the following calendar year shall be updated and provided to the Union and employees prior to November 1st each year.

9.03.3

Five weeks notice shall be provided to the Union and employees for any permanent changes to this schedule.

9.03.4

Switching of shifts by Operators may be allowed with the prior approval of the Manager/designate.

9.03.5

It is understood that operating staff on the 12 hour shift cannot leave the plant (campus) during lunch and break periods in order to be able to respond to emergencies or calls as required. Breaks and lunch periods for the 8 hour shift shall be as per Article 9.01(a)(ii) in the Collective Agreement.

9.03.6

A weekend shift premium of one-half (½) the appropriate basic hourly rate for work performed on Saturday and Sunday. This premium shall be limited to shifts which are initiated on Saturday or Sunday and where the full shift is worked. This premium shall not be used in the calculation of overtime pay.

9.03.7

Shift premium of \$1.00 per hour, for all hours worked on the night shift. This premium will be paid if the night shift is scheduled to work on occasion earlier, or later, than normal. This premium shall not be used in the calculation of overtime pay.

9.03.8

Employees shall be paid at their normal rate of pay for any Vacation, Personal, Sick, Short Term Disability, Snow day, Jury Duty, or University Emergency Closing time off as per the terms of the Collective Agreement and for the length of hours that they were scheduled to work.

9.03.9

The normal work week for employees shall be in accordance with the shift work schedule. An overtime rate shall be paid for all work performed in excess of the regular scheduled hours of work in any day. All Monday to Saturday overtime work shall be paid for at time and one-half (1.5x) the regular rate. All Sunday or Holiday overtime work shall be paid at double (2x) the regular rate.

9.03.10

Overtime scheduling for Operator Shift coverage shall be asked in an equitable rotational order of qualified employees. Employees on scheduled vacation shall be last to be asked.

9.03.11

Reverse seniority and mandatory overtime assignment requirement shall be used for coverage of shift if offer of overtime is turned down after everyone has been asked.

9.03.12

Any Shift Operator required to work during their scheduled vacation shall be compensated at time and one-half (1.5 x) for all hours worked. Any unused vacation shall be re-credited to their account and they shall be allowed to reschedule it at a later date.

9.03.13

In order to cover shifts, Relief Shift schedules may be temporarily changed, within a given week, providing a minimum of 48 hours notice is given for any changes to the Relief Shift schedule. Where 48 hours notice is not provided, the first shift worked shall be compensated at the applicable overtime rate. Applicable overtime rates shall also apply to any hours worked beyond the normal scheduled shift schedule for that employee for any given week.

9.03.14

An employee, at their request, may bank time off in lieu of overtime payment as per Article 9.10. Any requests for banked time off shall normally only be approved during Maintenance shifts.

9.03.15

It is agreed there shall be no splitting of shifts.

9.04

An overtime rate of time and one-half shall be paid for all work performed in excess of regularly scheduled hours of work in any week from Monday to Friday inclusive, or in excess of regularly scheduled hours per day. It is understood that any work assignments for Saturday or Sunday shall be kept to a minimum and that the performance of Saturday or Sunday work shall be rotated on an equitable basis so as to avoid a situation where any individual employee must perform Saturday or Sunday work on a continuous basis. All Saturday work shall be paid for at time and one-half (1.5x). All Sunday overtime work shall be paid at double time (2x).

9.05

Scheduled overtime which is arranged with the employee prior to leaving the campus will be paid for at the appropriate overtime rate for a minimum of 3 hours.

9.06

Overtime which is scheduled as an extension (either pre or post) of one's shift will be paid at the applicable overtime rate for a minimum of 1 ½ hours.

9.07

Overtime work assignments shall, as much as possible, be apportioned equally among employees covered by this Agreement. The University shall maintain records of overtime work and shall provide these records to the Union upon reasonable request. Employees requested to work overtime will be informed as far in advance as possible. Overtime that is offered but refused by an employee shall be counted as worked for the purpose of establishing records.

If an employee is on light duties, a work accommodation or a modified work program either temporarily or permanently, they shall be required to provide medical evidence that they are capable of safely performing overtime work prior to being eligible for overtime assignments.

9.08

Double time shall be paid to employees for hours of work they are required to perform on a Paid Holiday outlined in this Agreement and this payment of wages shall be in addition to Paid Holiday pay, provided they are qualified to receive Holiday by the terms of this Agreement. The Paid

Holiday referred to above shall include both the actual calendar holiday and the designate holiday if observed on another day.

9.09

Employees requested to work overtime on a higher paid classification for a period in excess of two (2) consecutive hours will be paid at the higher rate for all such time worked.

9.10

An employee, at their request, may bank time off in lieu of overtime, to a maximum accumulation of twenty-four (24) hours. The ratio of overtime shall apply to the calculation of appropriate time off. Employees may request to be paid out any of their banked time with two (2) weeks written notice.

Any requests for banked time off must be approved in advance and shall be granted at the option of the university taking in to account its operating requirements.

No employee shall be forced to take time off in order to liquidate their banked time.

9.11

The University shall attempt to provide 48 hours notice when asking employees to work scheduled overtime. Where this is not possible, affected employees shall not be required to forfeit their turn in the overtime rotation schedule and will be given the opportunity to work the next scheduled overtime.

9.12

The University agrees to pay a meal allowance of \$10.00, including tax, to an employee who works more than ten (10) consecutive hours (exclusive of meal breaks and rest periods) at the manager or leadhand's request. The meal allowance will be granted only in cases where the employee was not given at least sixteen (16) hours prior notice of working such consecutive hours of work. In extenuating circumstances, and at the discretion of the employee's manager, the meal allowance may be provided even if the employee received at least sixteen (16) hours notice of such overtime.

9.13 University Closures/Extreme Weather

Emergencies resulting from, but not limited to, severe weather, environmental conditions, utility disruptions, road conditions, acts of God, acts of terrorism, may lead to a decision either to cancel classes, in which case all of normal activities of the University continue, or to close the University with the exception of essential services. University policy 7.6 outlines the procedures.

Physical Resources provides an essential service. The Manager/Designate responsible for each department will determine what essential services are required to be maintained, and the staffing levels required during a University closure.

When the University is closed, communication shall be conveyed as per University Policy 7.6, based on established protocol, including local radio stations, the University Web Page and University e-mail. The closure announcement will also communicate the reopening time.

Those employees required to come to work while the University closure is in effect shall be contacted by their Manager/Designate. Employees who are already at work when the University is closed shall wait for direction from their Manager/Designate prior to leaving campus.

In instances where the University is closed under this policy, employees will not suffer a loss of compensation from the loss of time incurred. Those who are required to work to maintain essential services during any period of closure shall be paid at the rate of double time.

A leave with full compensation and benefits of up to one (1) day per fiscal year may be granted to an employee who is absent from work as a result of extreme weather conditions when the University is open.

ARTICLE 10 PAYMENT OF WAGES

10.01

Employees covered by the Agreement shall be paid every other Thursday. Upon payment, the employees shall receive an online statement from the University which shall indicate gross wages and any particular payroll deductions which have been affected by this Agreement or under any law. An employee may request a printed copy from Human Resources.

ARTICLE 11 CALL-BACK

11.01

The University shall establish a rotating list of employees who are to be on standby in the event of an emergency. More than one employee may be considered to be on standby at one time. Standby employees shall be responsible for ensuring that proper measures are taken to correct or stabilize an emergency situation when it arises. Employees on standby shall be paid a standby rate of \$30 for each day (24 hour) on-call.

11.02

Call-back is defined as an emergency when Special Constable Services, the manager, designate or the standby employee requests employees who have left the University premises, to return to work. Employees called back shall be paid a minimum of four (4) hours at the applicable overtime rate, or at the applicable overtime rate for all hours worked, whichever is greater.

If an employee is on light duties, work accommodation or a modified work program either temporarily or permanently, they shall be required to provide medical evidence that they are capable of safely performing overtime work prior to being eligible for overtime assignments.

11.03

When notified of an emergency the standby employee shall follow either (a) or (b) procedures below:

- (a) Return to the University, assess the situation and make the required repairs, or if unable to make the repair, stabilize the problem until the next regular working day when repairs can be completed. If the problem cannot be stabilized and is in need of immediate repair, the

standby person shall call in the required tradesperson to help make the repairs. If a tradesperson cannot be contacted, or there is any doubt as to the needs of the situation, the standby person shall call their manager or designate.

- (b) Where the standby employee is able to assess the situation from home, determining that the problem requires immediate repair, and a specific tradesperson other than themselves is needed, they shall attempt to contact that tradesperson. If they are unable to contact that tradesperson, or there is any doubt as to the needs of the situation, the standby person shall call their manager or designate.

11.04

Employees called by Management, designate or Special Constable Services for the purpose of soliciting information or assistance in an emergency situation outside of their normal scheduled shift and without previous notice, shall be paid a minimum of one (1) hour, or the actual hours worked, at the applicable overtime rate, whichever is greater.

This does not include any calls, whereby employees are being requested, but are unable to return to the University, to handle a call-back emergency, or for misplaced phone calls.

11.05

Any further additional requests by manager, designate, or Special Constables to respond to other emergency situations, or complete other assigned duties, while still on campus, shall be paid at the applicable overtime rate for all actual hours worked, rounded up at 30 minute intervals, to handle each additional request.

ARTICLE 12 PAID HOLIDAYS

12.01

Unless required to work, all regular employees shall be entitled to be absent from work on the following paid holidays, and to be paid their normal rate of pay during such absence, provided that, in each case, they were not absent without leave on their last regular working day before and their first regular working day after the holiday.

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

In addition, there will be three (3) floating days which will be designated annually that will normally fall within the Christmas break.

Employees shall not be penalized under this clause if they are absent from work on either of the aforesaid days due to personal illness or injury, except where such absence is compensable under the Workplace Safety and Insurance Act or the University's Long Term Disability Plan.

12.02

In the event that a paid holiday, as per Article 12.01, falls on a regular day off, Weekend Shift employees shall be entitled to be absent from work and shall be paid 8 hours of pay at the Weekend Shift Custodial Rate, provided they meet the eligibility requirements. The employee may, at their option, in lieu of payment, request another day off (8hrs) without loss of pay, scheduled at a convenient time with the approval of the Manager/designate. If required to work on a paid holiday, Article 9.06 shall apply.

12.03

In the event that a paid holiday, as per Article 12.01, falls on a regular day off, Shift Engineer employees shall be entitled to be absent from work and shall be paid 8 hours of pay provided they meet the eligibility requirements. The employee may, at their option, in lieu of payment, request another day off (8 hours) without loss of pay, scheduled at a convenient time with the approval of the Manager/designate. If required to work on a paid holiday, Article 9.08 shall apply.

12.04

When a paid holiday falls within the employee's approved vacation period, the employee shall be given an additional day of vacation or an additional day's pay in lieu thereof, provided however, that the employee is qualified for the paid holiday.

ARTICLE 13 VACATIONS

13.01

Regular full-time employees shall be entitled to paid vacation in accordance with the following vacation schedule. Vacation entitlement is based on the employee's length of active, continuous service. The vacation year will be based on the anniversary date of the employee and vacation entitlement will accrue monthly at the appropriate rate based on years of service.

Years of Completed Service	Entitlement
Less than 1 year	1 day per month
1 year and up to 5 years	3 weeks or 15 days or 10 hrs/ month
5 years and up to 14 years	4 weeks or 20 days or 13.5 hrs/month
14 years and up to 24 years	5 weeks or 25 days or 16.75 hrs/ month
24 years or more	6 weeks or 30 days or 20 hrs/month

Payment of vacation entitlement will be based on the employees current base wage rate and will be paid on the regular payday. For purposes of this article, the leadhand premium is considered part of a leadhand's current base wage rate.

Vacation credits will accrue while an employee is on sick-leave of less than thirty (30) calendar days, any leave of absence of less than thirty (30) calendar days and during maternity leave or parental leave.

13.02

Vacation periods for employees will be accommodated, if operationally feasible, by the University, through written request, following departmental procedures. The first 10 days shall be granted on the basis of seniority within, the Custodial Residence group; Custodial Academic group by leadhand; Grounds; and Trades classifications. Requests are to be submitted by September 1st with approval by September 30th for the period December 1 to May 31; requests are to be submitted by February 1st with approval by March 1st for the period June 1 to November 30.

Subject to the provisions of 13.06, all of an employee's vacation should be scheduled as above, or within the twelve (12) months following the year in which vacation entitlement was earned, otherwise it may be scheduled at the discretion of the manager based on the university's operating requirements.

13.03

Non bargaining unit employees, transferred to a classification within the bargaining unit shall carry forward their former vacation entitlement when it is greater than that provided for in the Collective Agreement.

13.04

The University agrees to allow an employee who is hospitalized or suffers a medically documented incapacitating illness or injury, in circumstances under which they would normally have been eligible for sick leave benefits under Article 19, to substitute sick leave for the period in question. The employee would then be eligible to reschedule by mutual agreement the unused portion of their vacation at a later date.

13.05

The University agrees to allow an employee who is bereaved during this approved vacation period, to substitute bereavement leave for the period in question, provided that the employee contacts the manager or designate during the vacation period and provides evidence satisfactory to the manager or designate. The employee would then be eligible to reschedule by mutual agreement the unused portion of their vacation at a later date.

13.06

Vacation entitlement must be taken within the twelve (12) months following the year in which the vacation entitlement was earned. Employees entitled to fifteen days or more vacation may carry over up to 10 days of vacation entitlement into the next vacation period, provided that they have already scheduled their regular vacation and that they submit their request in writing, as far in advance as possible. With the approval of the manager or designate, days in excess of 10 may be carried over.

13.07

With the approval of the manager, employees may take vacation prior to accrual, up to the employee's current annual entitlement. Upon termination or retirement employees will be required to reimburse any monies owing in result of this.

13.08

Accrued vacation credits will be added to the employee's vacation bank on the pay date of the pay period in which the last day of the month falls into.

ARTICLE 14 GRIEVANCE PROCEDURE

14.01 Pre-Grievance Step

- (a) It is the mutual desire of the University and the Union that all complaints and grievances shall be settled as quickly as possible in a fair and equitable manner. To that end, an employee is encouraged to immediately discuss any issue relating to this agreement with their manager or designate and failing to resolve the issue, may approach the Union to file a grievance.

A grievance shall be filed within twenty (20) days of the date on which the events giving rise to the grievance occurred, or within twenty (20) days of the date upon which the grievor knew of the events giving rise to the grievance, whichever is later.

- (b) The use of problem solving processes to resolve the issue is encouraged prior to filing a grievance. If the Union still deems it necessary to file a grievance, problem solving processes will be used at each step. The time lines in the grievance steps may be extended by mutual agreement to accommodate problem solving.

14.02

- (a) A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement, including disciplinary matters.
- (b) A grievance shall clearly describe the alleged violation of the Agreement.
- (c) The grievance shall precisely set forth the relief sought by the grievor.

14.03 Policy Grievance

Where the Union believes the University has violated the Collective Agreement, and where more than one member is affected, the Union may initiate a policy grievance at Step Two.

14.04 Grievance Steps

Step One

If informal discussion (as in 14.01 a) does not result in a satisfactory solution to an issue, the Union may file a formal grievance with the manager within five working days of the said discussion. The manager shall arrange to problem solve the grievance within five working days of receipt of the

grievance. A written response from the manager will be provided within five working days of the problem solving meeting.

Step Two

The Union can file for a Step Two meeting with the AVP-Physical Resources within five working days of receipt of an unsatisfactory response at Step One. The AVP-Physical Resources will arrange for a problem solving meeting within five working days. The Union and University will each appoint up to three representatives to participate. The grievor may be present. A written response from the AVP- Physical Resources will be provided within five working days of the problem solving meeting.

Step Three

The Union can file for a Step Three meeting with the Director, Employee and Labour Relations within five working days of an unsatisfactory response at Step Two. The Director, Employee and Labour Relations will arrange for a problem solving meeting within five working days. The University will be represented by Human Resources and the AVP-Physical Resources. The Union will be represented by its President and two appointees. The grievor may be present. A written response by the University will be provided to the Union within five working days of the problem solving meeting.

14.05 Arbitration

- (a) If the grievance is not resolved to the Union's satisfaction by the aforementioned procedure, it may then be referred to arbitration, provided that it is submitted within 90 days following the reply in Step Three.
- (b) The University and the Union will jointly agree on the use of a three person Arbitration Panel. The parties may mutually agree to the use of a single arbitrator instead of a panel.
- (c) The decision of the Arbitration Panel or Arbitrator, will be final and binding.
- (d) All costs related to the arbitration will be shared equally between the Union and the University.

ARTICLE 15 DISCIPLINE AND DISCHARGE

15.01

- (a) No employee shall be disciplined, suspended, or discharged without just cause. Such disciplinary action shall be commensurate with the seriousness of the violation. Grievances related to discharge will normally begin at Step Two. Employees shall be informed in advance of disciplinary meetings, clearly stating the purpose of the meeting. Employees shall be advised of their right to have a union representative at any disciplinary meeting.

- (b) The University shall, in the process of progressive discipline, use verbal and/or written warnings. In such cases, the employee shall be clearly informed that is a verbal or written warning. Employees shall be advised of their right to have a Union Representative at any disciplinary meeting involving verbal and/or written discipline. A written disciplinary warning shall normally precede more serious disciplinary action (i.e. suspension or discharge), except in the case of gross misconduct. The written disciplinary warning shall include a description of the improvement required and identify a time period in which to demonstrate the required sustained improvement in the area of concern.
- (c) When an employee is to be suspended or discharged, such discipline shall normally be imposed at a meeting specifically convened for this purpose. The employee shall be accompanied to such meeting by a Union Representative. A copy of the suspension or discharge letter shall be provided to the Union within three (3) days of such meeting.

15.02

The parties agree that there shall be only one official personnel file and it shall be located in the Human Resources department.

15.03

Where an employee has a disciplinary letter on file which does not involve violence, abuse or harassment, and has been provided with a copy, and where no related disciplinary documents have been filed for 18 months, the letter and/or discipline will be removed. This will only apply to situations where employees have actively been at work throughout the 18 month period. The record of an employee shall not be used against the employee at any time after 18 months following disciplinary action, including letters of reprimand, and provided the Employee has kept their record clean during such period.

15.04

Where an employee has a disciplinary letter on file which does involve violence, abuse or harassment, and has been provided with a copy, and where no related disciplinary documents have been filed for three (3) years, the letter and/or discipline will be removed. This will only apply to situations where employees have actively been at work throughout the three (3) year period. The record of an employee shall not be used against the employee at any time after three (3) years following disciplinary action, including letters of reprimand, and provided the employee has kept their record clean during such period.

ARTICLE 16 BENEFITS

16.01

The terms and levels of benefits in effect as of the ratification of this Agreement are defined by legislation and by the respective benefit plans. During the term of this Agreement, the University agrees to maintain the existing Benefit Plans listed in 16.01.1, except as they are modified by this Agreement, or except as, with the consent of the Union, improvements are made to the benefits provided to eligible employees under these plans. All changes will be extended to eligible employees as of the effective date of the change.

16.01.1

For the purposes of this Agreement, the Benefit Plans, in addition to the Ontario Health Insurance Plan, are those in effect as of the ratification of this agreement are as follows:

- (a) Extended Health Care Plan;
- (b) Dental Care Plan;
- (c) Basic Group Life Insurance Plan;
- (d) Optional Life Insurance Plan;
- (e) Long Term Disability Plan;
- (f) Optional Accidental Death, Dismemberment and Loss of Sight Plan.

16.01.2

The University shall pay 100% of the costs for the plans listed in 16.01.1, except for (d) Optional Life Insurance Plan, (e) Long Term Disability Plan, and (f) Optional Accidental Death, Dismemberment and Loss of Sight Plan.

16.01.3

Members of the bargaining unit shall have use of the University's athletic facility at a fee that is the same as that charged to faculty.

16.01.4

In each contract year, employees shall have the right to park in the University's parking lots upon payment of an annual fee of \$400.10 plus taxes, effective May 1, 2015. Effective May 1, 2016 and May 1, 2017, the fee shall be increased by the scale increase under Schedule A. The parking lots designated for the use of faculty and staff shall be reserved for their use Monday to Thursday, 8:30am to 10:00pm, and Friday 8:30am to 5:00pm. Employees working night shift or weekends will be subject to a twenty-five (25%) percent reduction in parking fees. Parking permits will be valid from 10:00pm to 6:00am for the night shift and from 4:00am to 4:00pm (Friday to Sunday) for the weekend shift.

These fees will be pro-rated and deducted from the employees over the 26 bi-weekly wage payments.

16.01.5

The University agrees to cover the cost of code books and certificates required for employees to perform their jobs.

16.01.6

The University agrees to continue to make available to employees a daycare program at an appropriate location. In light of the increased demand for places by employees, other employee

groups and students, the University agrees to maintain an advisory committee with representation from all user groups to review day care arrangements.

16.02 Financial Assistance for Computer/Peripherals Purchase

16.02.1

The University will provide financial assistance to full-time employees who have passed their probation for any computer and/or computer peripherals purchase, and software available at the University's Bookstore, within the price range of \$500-\$5000.

16.02.2

This financial assistance will be limited to one purchase per employee every twenty-four (24) months while employed at the University. The twenty-four (24) month period will commence on date of invoice payment.

16.02.3

Employees must purchase the computer and/or computer peripherals through the University's Bookstore. The employee will repay the university in equal, interest-free, bi-weekly instalments over a maximum period of twenty-four (24) months.

16.02.4

Computers and/or computer peripherals purchased through this option will become the property of the respective employee who, as a direct owner of the equipment, will be responsible for the maintenance, repair, and upkeep of this equipment.

16.03 Benefits for Retirees

16.03.1

Employees who have retired according to the provisions of this Agreement will be able to participate in the following plans based on the terms and conditions specified in the plans:

- (a) the Extended Health Care Plan to a maximum of \$30,000 per calendar year;
- (b) the Dental Care Plan.

Employees hired prior to July 1, 2016 must have completed at least five (5) years of consecutive, full time service at the University immediately prior to retirement in order to be eligible to continue as members of the Extended Health Care Plan and/or Dental Care Plan.

Employees hired after July 1, 2016, must have completed at least ten (10) years of consecutive, full time service at the University immediately prior to retirement in order to be eligible to continue as members of the Extended health Care Plan and/or Dental Care Plan.

Effective January 1, 2017, employees who withdraw the commuted value of their pension will not be eligible for Post-Retirement Benefits.

For Employees who are eligible for post-retirement benefits and who retire early and have an alternate benefit plan through employment elsewhere, the alternate plan will be the first payer on benefits claims and the University shall serve as the second payer.

Employees retiring on or after January 1, 2018 will be required to pay fifteen percent (15%) of the premiums for retirees eligible under Article 16.03.1.

16.03.2

Current Retirees, retired Employees, Employees on the Special Voluntary Exit Plan, and those receiving benefits from the Long-Term Disability Plan will have access to the University library, University Computing facilities, the athletic facilities, and to parking on the same basis as Employees.

16.04 Former Employees in Receipt of Long Term Disability (LTD Benefits)

16.04.1

Employees who have lost seniority and have been deemed to have terminated their employment with the University as per Article 6.06 (f) and who remain on an approved LTD claim will be able to participate in the following plans based on the terms and conditions specified in the plans for the duration of the approved claim:

- (a) the Extended Health Care Plan to a maximum of \$30,000 per calendar year;
- (b) the Dental Care Plan;
- (c) the University will make both the employee and University contributions to the Member's Money Purchase Account for any employee, who by reason of disability, is in receipt of Long Term Disability from the University's insurance provider.

16.05 Pension Plan

16.05.1

The parties agree to continue the Wilfrid Laurier Pension Plan in effect as revised and restated on January 1, 2017 and including all subsequent amendments up to this date of this agreement. Any amendment to the Plan during the term of this agreement shall be subject to the agreement of the Union.

16.05.2

All full-time employees are eligible to become enrolled in the WLU Pension Plan on the first day of the month coinciding with or following their first day of employment with the University.

16.06 Early Retirement

16.06.1

An employee may retire on the first day of any month following the attainment of age fifty-five (55). A retirement after age fifty-five (55) and before age sixty-five (65) is considered an Early Retirement.

16.06.2

Employees electing Early Retirement as set forth in Article 16.06 (Early Retirement) will be entitled to the benefits listed in 16.03 (Benefits for Retirees).

16.07 Normal Retirement Date

16.07.1

The Normal Retirement Date for a member of the WLU Pension Plan will be the first day of the month coincident with or next following the employee's sixty-fifth (65th) birthday. An employee may opt to postpone retirement and continue to working past the Normal Retirement Date.

16.08

The University will provide the Local Union with a copy of the applicable master benefit and pension plan texts along with any current amendments. The University will provide each member of the bargaining unit with a current copy of the Staff Benefits Booklet.

16.09 Postponed Retirement Date

16.09.1

An employee may postpone retirement on a year-to year basis after attaining the Normal Retirement Date.

16.09.2

Employees who choose to continue employment beyond the Normal Retirement Date will be required to commence receiving pension payments no later than the end of the calendar year in which the employee attains age 71 or such later date as may be permitted under the Income Tax Act at which time both the employee and the University will cease contributions to the WLU Pension Plan and the period of continued service will not be counted as pensionable service for the calculation of pension benefits. While working beyond the Normal Retirement Date the employee may continue to make contributions to the WLU Pension Plan and, by so doing, for the purposes of pension benefit calculations receive matching University contributions and additional pensionable service for the period worked.

16.09.3

An employee who has postponed retirement and who has elected to continue to make contributions during the postponed period, will have pension benefits calculated in the same manner as at normal retirement.

16.09.4

Employees are advised to provide as much written notice as possible of their intention to retire to allow for administrative processing and orderly planning. The recommended time frame is a minimum of three (3) months prior to the proposed retirement date.

ARTICLE 17 TUITION FEES

17.01

Full-time employees with continuing status, and who have completed their probationary period, or employees who have retired from the University, are eligible to receive 100% waiver of domestic academic tuition fees (or equivalent) for any undergraduate or graduate courses at Wilfrid Laurier University on any campuses and at the Martin Luther University College, with the exception of the MBA program offered at the Toronto campus, or any executive style graduate degree programs. This waiver provision is limited to three (3) full courses or six (6) half courses in each 12 month period commencing May 1 each year. Employees will be responsible for the cost of private instruction, course material, books, registration and examination fees, exemption fees, and other incidental fees.

Full-time employees with a limited-term appointment of one (1) year or more, with an anticipated end date that is after the final add date for the applicable academic term in which the appointment ends, and who have completed their probationary period, are eligible to receive 100% waiver of domestic academic tuition fees (or equivalent) for any undergraduate or graduate courses at Wilfrid Laurier University on any campuses and at the Martin Luther University College, with the exception of the MBA program offered at the Toronto campus, or any executive style graduate degree programs. This waiver provision is limited to three (3) full courses or six (6) half courses in each 12 month period commencing May 1 each year. Employees will be responsible for the cost of private instruction, course material, books, registration and examination fees, exemption fees, and other incidental fees.

Full-time employees are eligible to receive 100% reimbursement of tuition fees for the successful completion of work-related courses at a college or university other than Wilfrid Laurier when such course is not available at Laurier. With the approval of the employee's manager, and where such courses are offered only during working hours, the employee may take the course, and make up lost time through flexible work arrangements.

17.02

The University and the Union may from time to time sponsor joint educational workshops during or following the regular working day to be held on the University premises.

17.03

Employees' dependent children or spouses are eligible to receive 100% waiver of domestic tuition fees for undergraduate and graduate courses offered at Wilfrid Laurier University at all campuses and at the Martin Luther University College, with the exception of the MBA program offered at the Toronto campus, or any executive style graduate degree programs. For the purpose of this section, the following definitions apply:

- (a) “dependent children” means sons or daughters who are under twenty-six (26) years of age and either live at home or are financially supported by the employee;
- (b) “spouse” means either:
 - (i) a man or a woman who is married to an employee; or
 - (ii) a person who has been cohabiting with an employee continuously for a period of not less than one year and where the employee has publicly represented that person as their spouse.

The employee’s spouse and dependent children are eligible for Tuition Waiver as follows:

With the employee’s written permission, an employee’s spouse and dependent children are eligible for a tuition waiver equal to the domestic tuition fees charged for undergraduate and graduate courses taken at Wilfrid Laurier University at any campuses and at the Martin Luther University College, with the exception of the MBA program offered at the Toronto campus, or any executive style graduate degree programs.

17.04

Employees receiving benefits under the Long Term Disability Plan, their spouses and dependent children; the spouses and dependent children of employees who die in service; and employees who retire from Wilfrid Laurier University and their spouses and dependent children shall also be entitled to tuition waiver as set out above.

17.05

Notwithstanding 17.01, the University, subject to approval, agrees to reimburse up to \$200, upon proof of successful completion for other pre-approved course(s) related to professional development. This benefit is limited to a maximum of five (5) employees per fiscal year based on date of application and approval by the University.

ARTICLE 18 SHIFT PREMIUM

18.01

Employees will be paid a shift premium of \$1.00 per hour for any hours worked between the hours of 4:00am and 6:00am. An employee who works on the afternoon shift (2:30pm -12:00am) shall be paid a shift premium of 70¢ per hour. This premium will be paid if the afternoon shift is scheduled to work on occasion earlier, or later, than normal. The shift premium shall not be included for the purpose of calculating overtime pay.

ARTICLE 19 SICK LEAVE

19.01

Regular employees will initially be credited with twenty (20) days and will accumulate one and one-half days personal sick leave credit for each month of service and may carry forward the unused portion of any sick leave from one year to another up to, but not exceeding, a maximum of 105 working days.

19.02

An employee's accumulated sick leave credits will be reduced equal to the period of absence on personal sick leave. No deduction of credits shall be made when an employee is absent due to sickness on any of the paid holidays as set out in Article 12 in this agreement.

19.03

During the first one hundred and twenty (120) consecutive calendar days of absence due to the employee being unable to perform their job due to illness, disability, injury or recuperation (with the exception of WSIB, as per Article 19.07), employees will receive:

- (a) One hundred percent (100%) of their salary in effect at the time of absence for the period equal to the number of sick-leave credits accumulated at the time of absence; or
- (b) sixty-six and two-thirds (66 2/3%) of their current salary in effect at the time of absence where no sick-leave credits are available and for absences greater than five (5) consecutive working days subject to: the completion of a Medical Certificate of Disability acceptable to the University in accordance with the Sick Leave and Disability Management Policy supporting an ongoing condition requiring a long term absence from work

The University will reimburse the Member for the cost of the Medical Certificate of Disability.

If the absence is due to the same illness or injury within thirty (30) days returning from the original absence, it will be classified as a continuation of the same absence and only the balance of the unused portion will apply.

Should the absence extend beyond one hundred and twenty (120) consecutive calendar days, those Members enrolled in the University's Long-Term Disability Plan will apply for benefits under that plan. Members not enrolled in the University's Long-Term Disability Plan may make application for Employment Insurance benefits.

19.03.1

The University and the Union recognize that every attempt will be made to arrange medical and dental appointments outside of normal working hours. However, it is realized that in certain situations it may not be possible to make appointments outside of working hours. If employees are unable to make appointments outside of normal working hours, such time is to be deducted from accumulated sick leave credits to a maximum of sixteen (16) hours in a calendar year. Medical

appointments for substantiated absences shall be exempt from this maximum limit. Hours taken for appointments with a doctor, dentist or other health practitioner shall not be counted in the Sick Leave and Disability Management Policy.

19.03.2

Benefits coverage and applicable premium payments by the employee and the University will continue during periods of paid sick-leave.

19.03.3

While an employee is on sick-leave without pay, the University will permit and facilitate continuance of any available coverage under the pension and benefit plans if desired by the employee. The employee will be required to make both the employee and University contributions towards the cost of the available benefits that the employee wishes to continue. The University will continue to make employer contributions to the Pension Plan unless the employee has advised the University in writing that the employee does not wish to continue to make the employee contributions.

19.03.4

During an approved WSIB Lost Time Leave, benefit coverage and applicable premium payments by the employee and the university will continue during a period up to 24 consecutive months after the date of injury. The parties agree this can be extended by mutual agreement of both parties.

19.04

Sick leave credits will not accumulate during periods of layoff or during any leave of absence which exceeds five (5) consecutive work days; however, an employee shall retain any sick leave credits accumulated at the commencement of such lay off or leave of absence.

19.05

Upon termination of employment for any reason, an employee shall not be entitled to any allowance or pay-out for the accumulated personal sick leave outstanding.

19.06

Sick leave credit is accumulated for the purpose of sickness and as such shall only be honoured for sickness by the individual at the time of sickness. The individual has the responsibility as per departmental policy of notifying their manager or designate, of the duration of the sickness at the time of sickness and every day thereafter, unless the manager/designate is aware of the return to work date. When returning to work after a medical appointment, the employee shall report their return on the sick call-in line, or to their manager/designate as per departmental policy.

19.07

The sick leave with pay provided for in this Article is intended to compensate an employee who is absent from work because of bona fide illness or accident which is not compensable under the Workplace Safety and Insurance Act and for which they are not in receipt of any other benefits or compensation. During an approved WSIB Lost Time Leave the University will compensate an employee the difference between their regular salary and the amount received from the

Workplace Safety and Insurance Act. This equivalent amount compensated shall be deducted from, and be limited to, the employee's sick leave credit balance as per the terms of Article 19.

19.08

An employee who obtains sick pay as a result of misrepresentation or fraud shall at the discretion of the Employer be subject to dismissal or forfeiture of all future sick pay benefits for a period of 12 months, to which the employee would otherwise have been entitled to. This action takes place from the date when any such misrepresentation or fraud becomes known to the Employer.

19.09

It is the responsibility of employees who are absent from work to notify the sick call-in or if not possible their manager/designate as per departmental policy within two (2) hours prior to the start of the shift on their first day of absence, stating the reason for absence. When an absence exceeds five (5) consecutive work days, or where there are frequent absences of a shorter duration, an employee shall be required to provide the University with a physician's statement verifying the illness or injury, in accordance with the Sick Leave and Disability Management Policy. Refusal to comply with these requirements may result in a denial of paid sick leave during the period of absence. The University will reimburse the employee for medical information required under this article.

19.10

Employees are also eligible to use their sick leave to a maximum of three (3) days per calendar year when prevented from attendance at work in order to attend to a child, spouse, parent, brother or sister who is sick and dependent upon the employee for health care. In exceptional circumstances, a manager may approve additional sick leave. The employee may be required to verify the basis for the absence by providing supporting documentation. If a physician's statement is requested, the University will reimburse the employee.

19.11

Notwithstanding any other term of this agreement, an employee absent from work for two (2) consecutive working days without permission, and without notifying the Department of Physical Resources will be subject to discipline.

19.12

In case of an accident it is the responsibility of the employee to notify the University immediately. The University in turn will report any accident to the Workplace Safety and Insurance Act within 48 hours. If any employee fails to do so, they cannot hold the University responsible if a claim is denied.

ARTICLE 20 CONTRACTING OUT

20.01

It is agreed that the employees in any given job description shall not be laid off nor will any current bargaining unit position be lost as a result of the University contracting out custodial, operations, and maintenance work normally performed by the members of the bargaining unit. It is also the intention of the University, where operationally feasible, to utilize the Trades and Grounds

employees to meet the needs for increases in such work which results from growth and expansion. Any deviation from such practice shall be a matter for discussion between the Union and the University, providing the Union opportunity for discussion, input and suggestions.

ARTICLE 21 BEREAVEMENT PAY

21.01

In the event of a death in the employee's immediate family, defined as spouse, common-law spouse, same-sex partner, son, daughter, children of the employee's spouse, children of common-law spouse, step-children, ward, guardian, brother, sister, and parent, an employee shall be entitled to a leave of absence with pay for five (5) consecutive working days.

21.02

In the event of a death of an immediate family member, defined as father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother and grandfather, and grandparents of the employee's spouse, the employee will be entitled to a leave of absence with full compensation and benefits for three (3) consecutive working days.

21.03

In the case of the death of a close friend or relative not mentioned in this Article, a leave may be granted in accordance with Article 24.06 (Personal Leave).

21.04

For the Weekend Shift, for Bereavement, in the event of a death of the employee's immediate family as defined in Article 21.01, the employee shall be entitled to a leave of absence with full compensation and benefits for up to three (3) consecutive shifts. In the event of a death of the employee's immediate family as defined in Article 21.02, the employee shall be entitled to a leave of absence with full compensation and benefits for up to three (3) consecutive shifts.

21.05

Where bereavement in accordance with this Article occurs during an employee's vacation period, the employee may substitute bereavement leave for the period in question provided that the employee contacts their manager during the vacation period and provides evidence satisfactory to the manager. The employee would then be eligible to schedule the unused portion of their vacation at a later date.

21.06

In the event that a memorial service or graveside service is scheduled for sometime after the death of an immediate or non-immediate family member, the employee may use one of the entitled bereavement days available in 21.01 or 21.02 in order to attend.

21.07

If extensive travel is required to attend the funeral of a family member, an additional leave with full compensation and benefits to a maximum of two (2) days may be granted.

ARTICLE 22 JURY DUTY

22.01

A leave of absence without loss of compensation and benefits will be granted to employees who are summoned to be witnesses or jurors by a court or any body with the power of subpoena. Employees will notify their manager of the summons as soon as possible, and provide them with a copy of the summons.

ARTICLE 23 BULLETIN BOARD AND UNION MEETINGS

23.01

The University will provide four bulletin boards for the Union to post its notices, provided, however, that no notice shall be posted until it has been date-stamped by the University.

23.02

It is understood that the University may at its discretion allow the University premises for social, recreational or Union meetings provided that the room and facility requested have been properly booked.

23.03

In recognition of the value of employee input through general meetings, the University may permit general meetings of members of the bargaining unit during regular working hours. Such meetings shall be scheduled by the Union Executive through the managers of Grounds and Custodial; and Facility Operations, at times which are least disruptive to the general work schedule.

The University agrees to allow regular employees who work the afternoon, night, or weekend shift that attend the membership meeting outside of their regular working hours straight time off from their regular shift for the same duration as the membership meeting. This time off shall be scheduled through their manager or designate, as per operational needs.

23.04

The University and the Union recognize the advantage of the Union Executive and Physical Resources Management, meeting on a regular basis for the purpose of discussing and resolving issues of mutual interest and concern. Management and the Union shall co-chair these meeting which may be requested by either the University or the Union. Management shall be responsible for recording and providing hard copies of the minutes of these meetings.

23.05

Whenever members of the Union Executive or other members of the bargaining unit are required to attend these meetings, or to participate on other University Committees, they are required to receive permission from their manager before leaving their regular duties. Employees are required to return to their regular duties immediately following the conclusion of a meeting.

23.06

When members, who are required to serve on committees established by the University, attend meetings at times outside their normal hours of work, they will be paid at their regular hourly wage rate for the time so spent. To be eligible, employees must have previously advised their manager of the meeting and its purpose, and must record the hours spent at such meetings.

23.07

The University agrees to provide copies of the collective agreement to all current and new employees. They also agree to provide copies to the Union as requested.

ARTICLE 24 LEAVE OF ABSENCE

24.01

The University recognizes that some employees may wish to serve in public office. Therefore, upon request to the Assistant Vice-President: Physical Resources, the University may grant leave of absence without pay but without loss of seniority so that the employee may be a candidate for Public Office.

24.02

When the employee is granted a leave of absence in excess of five (5) consecutive work days, during that leave of absence there is no accumulation of sick credits or vacation credits. Vacation pay is based on the entitled percentage of total pay.

24.03 Personal Leave

24.03.1

Employees are entitled to up to a maximum of twenty-four (24) hours of Personal Leave without loss of compensation and benefits per calendar year to accommodate absence resulting from, but not limited to: illness in the immediate family, relocation of the household, preparation for and writing exams, legal appointments, additional Bereavement Leave as required or extenuating circumstances, with the prior approval of their manager or designate. Where possible, such absence is to be arranged with the manager as far in advance as possible, otherwise any such absence is subject to the reporting procedures as set out in section 19.06. Requests for Personal Leave will not be unreasonably denied provided that the leave can be reasonable accommodated.

24.04 Leave of Absence without Compensation

24.04.1

The University recognizes that employees may, on occasion, desire, or need to take a temporary leave of absence from their regular duties for various personal reasons other than illness.

24.04.2

An employee may request a Leave of Absence without Compensation up to a maximum of twelve (12) months. Requests for such a Leave will be submitted in writing to the employee's manager, who will forward a copy to the Assistant Vice-President Physical Resources, at least four (4) weeks

before the date of desired commencement of absence from work. The request will include the duration of and reason for the leave.

24.04.3

The AVP Physical Resources will inform the employee of the decision of the request, in writing, no later than ten (10) working days following receipt of the request for leave. Granting of permission for leave will not be unreasonably withheld provided that the leave can be reasonably accommodated. The withholding of such permission may become the subject of a grievance. Such a grievance will be initiated at Step 3 of the grievance procedure.

24.04.4

For the first thirty (30) calendar days of a Leave of Absence without Compensation, the benefit coverage and premium payments by the University and the employee will not change. After the first thirty (30) calendar days, the employee will be required to make both the employee and University contributions toward the cost of the available benefits that the employee wishes to continue and will advise the University in writing of their intention to do so. The University will continue to make employer contributions to the Pension Plan unless the employee had advised the University in writing that the employee does not wish to continue to make the employee contributions.

24.04.5

Notwithstanding Article 1.03(c), the Union agrees that the University may fill the vacancy created from such leave with a temporary employee for the same duration as the Leave of Absence. Employees who have completed a limited term or temporary position shall be allowed to resume their original position.

An employee who elects to return from a Leave of Absence without Compensation prior to the original date of return will notify their manager or designate in writing at least four (4) weeks in advance, giving the revised date of return. In the event that the employee's position has been filled for the duration of the leave, the employee seeking an early return to work will provide notice equal to the amount of notice required to displace the incumbent.

24.04.6

Upon return to work from a Leave of Absence without Compensation an employee will resume their former position provided that it still exists, with full salary and benefits.

24.04.7

Subject to the above conditions, it is understood that leave of absence for other reasons, including an extension of vacation leave, may be granted to an employee at the discretion of the manager.

24.05 Compassionate Care

24.05.1

Employees who care for a terminally ill family member under the terms of the Employment Insurance Act and who apply and are approved for EI benefits are eligible for a supplementary employment benefit as follows: an employee shall receive 100% of their Reference Salary for two

weeks, and for the period up to a maximum of 6 additional weeks, the employee shall receive an amount equal to the difference between the Employment Insurance benefits received and 95% of the employee's reference salary.

24.05.2

To receive the supplementary employment benefit in 23.08.1, the employee shall supply the University with proof of application to the Employment Insurance Commission, and the payment of the supplementary employment benefit shall be in accordance with 25.04.2.

24.06 Educational Leave

24.06.1

The University recognizes the importance of human resource development and therefore may authorize Educational Leaves to improve the effectiveness and efficiency of its employees and to provide opportunities for personal growth.

24.06.2

All employees having five (5) or more years of service with the University are eligible for an Educational Leave of up to two (2) years in length.

24.06.3

Eligible employees may request, in writing to their manager, an Educational Leave for the purpose of completing a college or university education. Application must be made three (3) months prior to the commencement of the leave.

24.06.4

The request must set out the objectives for the leave, the start date, proof of acceptance to or eligibility for continuance in an academic program, the proposed length of absence, and the expected benefits to both the employee and the University. The manager will forward the request to the appropriate Vice-President with a copy to the Assistant Vice-President: Human Resources.

24.06.5

The employee will be notified of the granting, denial or deferral of an Educational Leave within two (2) months of submitting the application to their manager. Granting of permission will not be unreasonably withheld provided that the leave can be reasonably accommodated. The withholding of such permission may become the subject of a grievance.

24.06.6

Throughout the Educational Leave period, employees will receive twenty-five percent (25%) of their current salary on their regular pay cycle.

24.06.7

During an Educational Leave, the employee will be required to make both the employee and University contributions toward the cost of the available benefits that the employee wishes to continue and will advise the University in writing of their intention to do so.

24.06.8

An employee who elects to return from an Educational Leave prior to the original date of return will notify their manager in writing at least four (4) weeks in advance, giving the revised date of return. In the event that there is a replacement employee, the employee seeking an early return to work will provide notice equal to the amount of notice required to displace the incumbent.

24.06.9

Upon completion of the leave, employees are required to return to the University for a minimum of one (1) year or, failing this, they will be required to reimburse the University for any salary received during the Leave.

24.06.10

Upon return to work from an Educational Leave, an employee will resume their former position, provided that it still exists, with full salary and benefits. If their former position no longer exists, Article 6.04 (Seniority) shall apply.

ARTICLE 25 PREGNANCY AND PARENTAL LEAVE

25.01 Pregnancy Leave

25.01.1

An employee who is pregnant will be entitled, upon their application to their manager, to a leave of absence of seventeen (17) weeks, or such shorter leave as they may request, commencing during the seventeen (17) weeks immediately preceding the estimated birth date, provided that the employee has been employed by the University for at least thirteen (13) weeks before the expected birth date.

25.01.2

An employee will give their manager two (2) weeks notice, in writing, of the day on which they intend to commence their pregnancy leave, and the intended duration of such leave. Should their manager require a certificate, signed by a legally qualified medical practitioner, stating the estimated birth date, the University will reimburse the Member for the full cost of the certificate.

The University will make reasonable effort to accommodate a pregnant employee to perform the essential duties of their position.

25.01.3

An employee who returns to work on the expiration of their Pregnancy Leave will be reinstated in their former position and shift with full Reference Salary and benefits. If their former position no longer exists, the reinstatement provisions as stated in the Employment Standards Act, 2000 and as amended from time to time will apply. Seniority will accrue during the leave.

An employee wishing to return prior to the original date of return will notify their manager in writing of their intentions, at least four (4) weeks in advance, giving the revised date of return.

25.02 Post-Natal Leave

25.02.1

On the occasion of the birth of a child, the child's parent who is not taking a Pregnancy Leave will be entitled to a leave with no loss of compensation and benefits of up to five (5) days, to be taken within four (4) weeks of the birth. An employee will apply in writing to their manager four (4) weeks prior to the approximate commencement of the leave.

25.03 Parental Leave

25.03.1

An employee who is a parent and who has been employed by the University for a period of at least thirteen (13) consecutive weeks prior to the birth of the child or thirteen (13) weeks before a child comes into the parent's custody, care and control for the first time will be entitled to a leave of absence without pay of up to thirty-five (35) weeks.

25.03.2

The Parental Leave of an employee who has taken Pregnancy Leave will commence immediately upon the completion of their Pregnancy Leave or when the baby first comes into the custody, care and control of the parent. For other parents, including adoptive parents, Parental Leave will commence within fifty-two (52) weeks of the birth or after the child first comes into the custody, care and control of a parent. The provisions of the Parental Leave will be in accordance with the Employment Standards Act, 2000 and as amended from time to time.

25.03.3

An employee will give written notice to their manager at least two (2) weeks prior to the commencement of a Parental Leave. This notice will include the intended duration of the leave.

25.03.4

An employee wishing to return from Parental Leave prior to the original date of return will notify their manager, in writing, at least four (4) weeks in advance, giving the revised date of return.

25.03.5

An employee who returns to work on the expiration of their Parental Leave will be reinstated in their former position and shift with the full salary that they would have been entitled to had they not taken the leave. If their former position and shift no longer exists, the reinstatement provisions as stated in the Employment Standards Act, 2000 and as amended from time to time will apply. Seniority will accrue during the leave.

25.04 Supplementary Benefits for Pregnancy and Parental Leave

25.04.1

Supplementary benefits are not available to employees who have been hired externally into a temporary position.

25.04.2

During the period of Pregnancy Leave, an employee shall be entitled to supplementary benefits as follows:

- (a) for the first two (2) weeks, the employee will receive one hundred percent (100%) of their full Reference Salary;
- (b) for a maximum of fifteen (15) additional weeks, the employee will receive an amount equal to the difference between the Employment Insurance benefits received and ninety-five (95) percent of their full reference salary.

25.04.3

An employee who has not received supplementary benefits for a pregnancy leave under 25.04.2 shall be eligible to receive:

- (a) 100% of their reference salary for the first two (2) weeks of Parental leave, and
- (b) an amount equal to the difference between the Employment Insurance benefits received and 95% of the employee's Reference Salary for the next ten (10) weeks of Parental Leave.

25.04.4

An employee who becomes the primary caretaker of their spouse's child because of the death or total disablement of the birth mother at the time of birth will, in addition to 25.04.2, be entitled to an amount equal to the difference between the Employment Insurance benefits received and 95% of the employee's Reference Salary for an additional seventeen (17) weeks.

25.04.5

An employee who has received supplementary benefits for a pregnancy leave and who has been employed by the University for at least twelve (12) months immediately preceding the birth of a child shall be entitled to supplementary benefits for a Parental Leave, equal to the difference between the Employment Insurance benefits received and 95% of the employee's Reference Salary for up to twelve (12) weeks.

25.04.6

To receive the supplementary employment benefit defined in Article 25.04.2, the employee will provide the University with proof of application to Human Resources Development Canada. The payment of the supplementary employment benefit will be as follows:

- (a) the University will estimate the amount of the Employment Insurance payment and provide a supplementary payment to the employee on the usual salary payment schedule and this supplementary payment will be regarded as an advance;
- (b) upon receipt of that information, the employee will provide evidence of the actual payments received from Human Resources Development Canada;
- (c) the subsequent payments to the employee will be adjusted up or down to reflect the actual Employment Insurance payment.

25.04.7

Should an employee fail to return to work for a minimum period of six (6) months or on a reduced workload for an equal number of hours, pro-rated over a longer period of time not to exceed twelve (12) months, following the expiration of the Pregnancy and/or Parental Leave, they will be required to repay the Supplementary Benefit they have received, except when the employee provides satisfactory evidence of the illness of the employee or the child or when the employee is laid off.

25.04.8

An employee on Parental Leave who is the primary caretaker for a newly adopted child will be entitled to supplementary benefits as follows:

- (a) for the first two (2) weeks, the employee will receive one hundred (100) percent of their current salary;
- (b) for a period of up to ten (10) additional weeks, the employee will receive an amount equal to the difference the Employment Insurance Benefit received and ninety-five (95) percent of the employee's current salary.

25.05 Extended Parental Leave

25.05.1

An Extended Parental Leave without compensation, up to a maximum of fifty-two (52) weeks, will be given to any employee who has been employed by the University for at least fourteen (14) months immediately preceding the commencement of a Parental Leave. Extended Leave will commence immediately upon the completion of a Parental Leave. The employee will give written notice to their manager at least three (3) months prior to the commencement of the Extended Parental Leave.

25.05.2

During a Pregnancy or Parental Leave, the University will continue to make employer contributions to pension and benefit plans unless the employee has advised the University, in writing, that the employee does not wish to continue to make the employee contributions to such plans.

25.05.3

During an Extended Parental Leave the University will permit and facilitate continuance of any available coverage under the pension and benefit plans. The employee will be required to pay the full applicable premiums. The University will continue to make employer contributions to the Pension Plan unless the employee has advised the University in writing that the employee does not wish to continue to make the employee contributions.

25.05.4

Upon return to work from an Extended Parental Leave, an employee will resume their former position and shift provided that it still exists, with full Reference salary and benefits. An employee wishing to return from Extended Parental Leave prior to the original date of return will notify the University, in writing, at least four (4) weeks in advance, giving the revised date of return.

25.05.5

A temporary employee may be appointed for a term not to exceed fourteen (14) months, for the purposes of covering a maternity/parental leave.

ARTICLE 26 HARASSMENT AND DISCRIMINATION

26.01

The parties to this agreement are committed to creating and maintaining a working and learning environment that is supportive of scholarship and founded on the fair treatment of all members of the University community. Consequently, the parties do not condone behaviour that is contrary to the Human Rights Code, Ontario Occupational Health and Safety Act, or Wilfrid Laurier Policy 6.1 and 7.18, and which may undermine work relationships or academic achievement of any employee, staff member, student, or University administrator.

Each member of the campus community is responsible for helping to create an environment which is harassment and/or discrimination free as both work and learning can best be accomplished in an environment of understanding and mutual respect for the dignity and rights of each individual.

26.02

Harassment is defined as one of a series of vexatious comments or conduct related to one or more of the prohibited grounds (Human Rights Code sections 5.1, 5.2, 7.2, 7.3.a and 7.3.b) that is known or might reasonably be known to be unwelcome/unwanted, offensive, intimidating, hostile or inappropriate. Examples include but are not limited to gestures, remarks, jokes, taunting, innuendo, display of offensive materials, offensive graffiti, threats, verbal or physical assault, imposition of academic penalties, hazing, stalking, shunning or exclusion related to the prohibited grounds.

Under the Occupational Health and Safety Act "workplace harassment" means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome. If it occurs within the course of the employment relationship, workplace harassment may involve conduct that is verbal or non-verbal, a single incident or a series of incidents that may be directed at a co-worker, subordinate or manager. All acts of workplace harassment are strictly prohibited.

Discrimination is defined as action(s) or behaviour(s) that result in the unfavourable or adverse treatment or preferential treatment related to the prohibited grounds.

The prohibited grounds under the Human Rights Code are: race, sex, colour, ancestry, place of origin, ethnic origin, marital status, same sex partner status, sexual orientation, age, disability, citizenship, family status or religion.

26.03

Sexual Harassment is defined as one or a series of comments or conduct of a gender-related or sexual nature that is known or might reasonably be known to be unwelcome/unwanted, offensive, intimidating, hostile or inappropriate. This includes but is not limited to sexual assault, verbal

abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours, or unwelcome and repeated innuendos or taunting about a person's body, appearance or sexual orientation, when:

- (a) submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an individual's employment, academic status or academic accreditation; or
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment, or for academic performance, status or accreditation decisions affecting such individual; or
- (c) such conduct interferes with an individual's work or academic performance; or
- (d) such conduct creates an intimidating, hostile or offensive working or academic environment.

26.04

Employees wishing to file a complaint relating to Human Rights Code sections 5.1, 5.2, 7.2, 7.3.a and 7.3.b shall follow the procedures as outlined in Wilfrid Laurier University Policy 6.1 and 7.18.

Employees may seek the advice and support of the Senior Advisor Dispute Resolution & Support or a representative of the Union in order to clarify or discuss possible situations, which may or may not constitute harassment or discrimination.

An employee who is a participant in these procedures may consult with and/or have a representative from the Union accompany them.

Complaints of harassment, discrimination, workplace violence, et cetera, shall be eligible to be processed as grievances only in the following circumstances:

- (a) Once the steps and procedures under Wilfrid Laurier University Policy 6.1 and 7.18 have been exhausted;
- (b) If the employee alleges that there has been non-compliance with the procedures set out in the University Policy 6.1 and 7.18;
- (c) If the respondent being grieved is the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.

The complainant also has the right to contact the Ontario Human Rights Commission at any time during the process. However, a complaint filed with the Commission will result in proceedings under this Article being suspended until those proceedings are concluded.

Employees found to have violated any of the terms as set out in the Article or under Wilfrid Laurier University policies 6.1 and 7.18 could face disciplinary action ranging from verbal reprimand up to, and including termination.

26.05 Personal Harassment

The University Policy 6 defines harassment/discrimination according to the prohibited grounds of the Ontario Human Rights Code and therefore, the processes and procedures for handling of complaints do not relate to complaints of personal harassment/work place violence.

The Parties agree to the following procedure:

- (a) If an employee feels that they have been subjected to personal harassment/workplace violence, such employee may see recourse under the procedures established under Article 26;
- (b) In assessing whether personal harassment/workplace violence has occurred, the standard of the 'reasonable person' shall apply;
- (c) Personal harassment/workplace violence shall not include the bona fide exercise of management rights in accordance with standards in Article 2;
- (d) Should the Senior Advisor Dispute Resolution & Support decline to handle the complaint then Article 26.04 shall apply; and, With respect to complaints arising from student conduct, the employee, within five (5) days, advise their manager who shall intervene and try to resolve the employee's complaint. If the employee's complaint is not resolved to the employee's satisfaction, the employee, with the assistance of the union, shall submit their complaint in writing to their manager. The manager shall investigate the complaint and attempt to resolve the complaint. If the manager fails to provide a resolution satisfactory to the employee, the manager, with the consent of the employee, shall file the complaint under the procedures outlines within the student Code of Conduct. A failure by the manager to comply with the obligation in this section (e) shall be grievable.

26.06 Education and Awareness

The University recognizes, and takes seriously, its responsibility to maintain a harassment and discrimination free workplace. The Parties agree that the information and training regarding harassment and discrimination is essential.

In July of each year, the University will provide each employee with a copy of the University Policy 6 - Harassment/Discrimination. Furthermore, the policy will be given to each new employee and made available on the university webpage. Hard copies are available at the Harassment/Discrimination Office and the Human Resources Office.

ARTICLE 27 HEALTH AND SAFETY

27.01.1

The University is committed to the occupational health and safety of employees and in providing a safe work environment at all times. The University will comply with the Ontario Occupational Health and Safety Act (OHSA), Environmental Protection Act, their regulations and other statutes and will make every reasonable effort to prevent personal injury, to maintain safe working conditions, and to ensure that all employees comply with the legislation and with the occupational health and safety practices and procedures established by the University.

27.01.2

The University will provide safety training appropriate to protect the health and safety of employees in their workplace and the employees will participate in such training. All training deemed necessary by the Director, Safety, Health, Environment & Risk Management (SHERM) will be made available to all workers and be paid for by the University.

27.01.3

The University agrees to provide protective equipment and clothing when required by the OHSA and/or University policies, and to ensure that safety equipment, materials and protective devices are maintained in good condition.

27.01.4

In accordance with the OHSA, a worker may refuse to work or do particular work where they have a reason to believe that the work is likely to endanger them. In this case the worker shall immediately notify their supervisor. No employee will be disciplined for exercising their right to refuse unsafe work in accordance with OHSA.

27.02 Joint Health & Safety Committee (JHSC)

27.02.1

To assist in this process, the Joint Health and Safety Committee will function as mandated in the OHSA. With the assistance of the Director, Safety, Health, Environment & Risk Management (SHERM), the JHSC will help to stimulate awareness of safety issues, recognize workplace risks, and make recommendations to deal with these risks.

27.02.2

The University acknowledges that the Union has the right to appoint and be represented by two (2) workers on the JHSC. The union representative will be provided with time off with full compensation and benefits to attend all meetings of the Committee, to fulfill all responsibilities to the Committee, sub-committees, or working groups formed by the Committee. If additional time off is warranted and recommended by the Committee, it will be granted subject to the approval of the employee's manager and the Director, Safety, Health, Environment & Risk Management (SHERM).

27.03 CUPE Health & Safety Officer

27.03.1

The University and the Union agree to provide a secondment to the position of CUPE Health and Safety Officer. It is agreed that the functions of this position require it to be a full time position. This position continues to be a CUPE member in the Physical Resources department. However, they will report to the Director EOHS, and will attend to the responsibilities related to the Physical Resources Operations portion of the University's Health and Safety program. The conditions of this agreement are as outlined below:

- (a) The Union shall appoint two (2) worker representatives, at the beginning of each Collective Agreement, or as the positions fall vacant, to represent them on the University JHSC as per Article 27.02.2.

- (b) One of the above worker representatives shall be appointed by the Union, subject to approval of the University, for a renewable limited term secondment, to the CUPE Health and Safety Officer position. This approval will not be unreasonably denied. The appointment shall only be made if the candidate possesses the necessary skills and experience, in accordance with the applicable job description, which shall be jointly developed by the Union and the University.
- (c) The parties reserve the right to review the mandate of this position and the performance of the incumbent on an annual basis.
- (d) Any improvements, amendments, changes, or alterations to the CUPE Health and Safety Officer position job description must be approved by both parties.
- (e) The appointee shall receive a pay rate equivalent to that of a lead hand for their regularly held position.
- (f) The appointee will return to their previous position and the associated rate at the end of their term or appointment.
- (g) The appointee may terminate the secondment at any time.
- (h) If at any point the University or the Union has concerns with regards to the position, or the incumbent not meeting the terms and conditions of the job description or this agreement, a meeting shall be held between the parties to discuss and attempt to resolve. If both parties agree, the secondment may be terminated at any time.
- (i) The University may temporarily backfill the vacated original position through an internal job posting.
- (j) The appointee shall continue to have the full rights and privileges under the Collective Agreement while in this position.

ARTICLE 28 EMPLOYMENT EQUITY

The University and Union agrees to remain committed to providing equal employment opportunity to all individuals and a workplace environment that is free of discrimination as stated in Article 4.03 and to provide equity in employment for women, aboriginals, persons with disabilities, persons in a visible minority and persons in a sexual and/or gender minority; herein after referred to as the “designated groups”.

The University agrees to continue to staff the position of Employment Equity & AODA Officer, reporting to the President or designate, to assist the University in fulfilling its commitment as stated in this Article.

The Union will have the right to appoint one (1) representative to the University’s Employment Equity Advisory Committee. The Parties agree to work together, through the Committee to:

- (a) Advise the President and the Union concerning the realization of the commitment to non-discrimination and equity in employment of members of the designated groups;

- (b) Identify any artificial or systemic barriers in recruitment, employment, and promotion policies and procedures that discriminate against members of the designated groups;
- (c) Identify and recommend measures to increase the representation of members of the designated groups where such are found to be under-represented;
- (d) Receive and review reports on matters pertaining to equity issues at the University and the reports of the Employment Equity & AODA Officer;
- (e) Review on an on-going basis, employment equity plans at other universities in Canada;
- (f) Provide copies of all Committee reports and recommendations to the Union.

The Union appointees will be provided with the following:

- (a) Time off with no loss of compensation and benefits to attend all meetings of the Committee, subcommittees, or working groups formed by the Committee; if additional time is warranted and recommended by the Employment Equity & AODA Officer, it will be granted subject to the approval of the Assistant Vice-President: Human Resources.
- (b) Support of the Employment Equity & AODA Officer in the discharge of their responsibility.

Annually the University will provide the Union with the employment equity report.

ARTICLE 29 LEADHANDS

29.01

The University and the Union agree that it is necessary to utilize leadhands for efficient coordination of workload, and where such leadhand positions are required, the University's posting procedures shall apply.

29.02

The rate of pay for employees classified as leadhands shall be in accordance with Schedule A - Wage Rates. This leadhand rate shall be added to the job rate for their normal classification.

29.03

The University agrees to provide mandatory training through an accredited program or programs, to leadhands to assist in their efficient functioning in the position. The University may temporarily appoint an interested employee, who meets the qualifications and skills required in the leadhand job description, to a leadhand position during vacations and lengthy illnesses as a means of providing experience, as well as an opportunity for the employee to demonstrate their abilities.

ARTICLE 30 MERGERS AND AMALGAMATIONS

30.01

In the event that the University merges or amalgamates facilities or services with any other body, the University agrees to the following:

- (a) immediately contact the Union;
- (b) the formation of an internal redeployment committee to discuss possible alternatives and concerns associated with the merger or amalgamation;
- (c) to complete the merger or amalgamation in accordance with the terms and conditions of this Collective Agreement. Bargaining unit members shall continue to be covered by this Agreement
- (d) the University shall attempt to ensure that no employee is laid off as a result of the merger or amalgamation;
- (e) the provisions of Section 69 of the Ontario Labour Relations Act, as amended from time to time, shall apply.

ARTICLE 31 DURATION AND MODIFICATION OF AGREEMENT

31.01

This agreement shall be in full force and effect from July 1, 2018 until June 30, 2021 and thereafter from year to year unless either party gives notice in writing to the other Party during the last 90 days of the term of the Agreement of that Party's intention to terminate or to negotiate revisions thereof.

IN WITNESS WHEREOF the Parties have executed this Agreement.

This Collective Agreement signed at Waterloo, Ontario this _____, 2018.

FOR THE EMPLOYER:

Wilfrid Laurier University

Dr. Deborah MacLatchy
President and Vice-Chancellor

Deborah Dubenofsky
Vice-President: Finance & Administration

Ulrike Gross

Ron McKenzie

Dan Graham

Lisa Keys

Allison Arnold

Joanne Roberts

Erin Klassen

FOR THE UNION:

CUPE Local 926

Bev Newman
CUPE National Representative

Sandra Walters

Lynette Brubacher

Donny Krall

Ben Frey

Roger Collison

SCHEDULE A - WAGE RATES

Expiry Date: June 30, 2021

<u>Classification</u>	<u>Job Rates Effective July 1, 2018</u>	<u>Job Rates Effective July 1, 2019</u>	<u>Job Rates Effective July 1, 2020</u>
Custodian	\$22.88	\$23.17	\$23.46
Custodian/Groundsperson	\$23.26	\$23.55	\$23.84
Groundsperson	\$23.63	\$23.93	\$24.23
Mechanic/Tradesperson	\$24.18	\$24.48	\$24.79
Mechanic/Groundsperson	\$24.18	\$24.48	\$24.79
Mechanic III	\$27.29	\$27.63	\$27.98
Mechanic II	\$33.40	\$33.82	\$34.24
Painter	\$29.99	\$30.36	\$30.74
Locksmith	\$33.40	\$33.82	\$34.24
Carpenter	\$33.40	\$33.82	\$34.24
Electrician	\$34.68	\$35.11	\$35.55
Plumber	\$34.68	\$35.11	\$35.55
Mechanic I	\$34.68	\$35.11	\$35.55
3 rd Class Operating Engineers	\$34.68	\$35.11	\$35.55
Operating Engineer I	\$35.21	\$35.65	\$36.10
HVACR Technician I	\$35.21	\$35.65	\$36.10
Horticulturist	\$28.11	\$28.46	\$28.82

Leadhand Premium 10% or \$3.00 per hour, whichever is higher

A probationary employee may be paid \$.50 per hour below the job rate.

MEMORANDUM OF UNDERSTANDING

CU-07-002: BENEFIT CHANGES RELATED TO BILL 211

LETTER OF UNDERSTANDING

Between

WILFRID LAURIER UNIVERSITY (the University)

And

Canadian Union of Public Employees, Local 926 (CUPE)

Re: benefit changes related to Bill 211: Elimination of Mandatory Retirement in Ontario

WHEREAS, legislation ending mandatory retirement in the Province of Ontario came into effect on December 12, 2006; and

WHEREAS, the parties met to discuss the implications of Bill 211 and have agreed to the following changes to benefits and pension as it applies to employees who continue working past normal retirement age of 65.

Normal Retirement age under the WLU Pension Plan is defined as the first day of the month coincident with or next following the member's 65th birthday.

Employees who continue employment beyond the Normal Retirement age shall be eligible for the following plans:

- (i) Extended Health Care Plan;
- (ii) Dental Care Plan;
- (iii) Basic Group Life Insurance Plan with coverage of an amount equal to 1.0 times the employee's reference salary;
- (iv) Optional Accidental Death, Dismemberment and Loss of Sight Plan.

Under the Basic and Optional Group Life Insurance Plans, employees who continue in employment beyond the Normal Retirement age shall have the option of converting coverage to an individual insurance policy within 31 days from the date insurance reduces and/or terminates, with the employee paying the premiums.

Employees who continue employment beyond the Normal Retirement age shall be required to choose either pension option below and will be required to commence receiving pension payments no later than the end date of the calendar year in which the employee attains the age 69 at which time both the employee and the University will cease contributions to the WLU

Pension Plan and the period of continued service will not be counted as pensionable service for the calculation of pension benefits.

- (i) Commence receiving pension payments at the Normal Retirement date, in which event, both the employee and the University will cease contributions to the WLU Pension Plan and the period of service will not be counted as pensionable service for the calculation of pension benefits; or
- (ii) Continue to make contributions to the WLU Pension and, by doing so, for the purposes of pension benefit calculations receive matching University contributions and additional pensionable service for the period worked.

Employees shall not be required but shall be entitled to retire at the Normal Retirement age. Employees shall give written notice of their intention to retire to their manager at least three (3) months prior to the proposed retirement date.

For the University

For CUPE Local 926

Dated: _____

LETTER OF UNDERSTANDING

Between

WILFRID LAURIER UNIVERSITY (the University)

And

Canadian Union of Public Employees, Local 926 (CUPE)

WHEREAS, the University does not condone nor endorse nepotism in the workplace, and further believes that nepotism is a violation of University policy 8.1 as approved May 2, 1994.

FURTHER, the University believes it is inappropriate for a member of the University to knowingly participate in any decision that directly or preferentially benefits themselves or any individual with whom the member has an immediate familial, marital, sexual or financial relationship.

BOTH PARTIES, agree, without prejudice, that as dictated by the overtime rotation, it shall be appropriate for employees to be exempt from the nepotism policy for that occasion only.

For the University

For CUPE Local 926

Dated: _____

NEG-09-006: PAY EQUITY

MEMORANDUM OF UNDERSTANDING

Between

WILFRID LAURIER UNIVERSITY (the University)

And

Canadian Union of Public Employees, Local 926 (CUPE)

Pay Equity

The Pay Equity Act requires that female jobs be paid at least as much as male jobs of equal or lesser value. To determine male and female job classes by considering the following:

The current percentage of men or women doing the job:

- If 60% or more are female – these are female job class, or
- If 70% or more are male, these are male job classes
- If less than 60% are female then the job class is neutral

The CUPE bargaining unit continues to have no female job classes, and therefore requirements under the Pay Equity do not apply.

For the University

For CUPE Local 926

Dated: _____

NEG-09-007: IMPACT OF HIRING SUPERVISORS AND MANAGERS

MEMORANDUM OF UNDERSTANDING

Between

WILFRID LAURIER UNIVERSITY (the University)

And

Canadian Union of Public Employees, Local 926 (CUPE)

The parties agree that there shall be no loss of bargaining unit positions as a direct result of hiring of supervisors and managers.

For the University

For CUPE Local 926

Dated: _____

NEG-09-011: LONG TERM DISABILITY EMPLOYEE RETURN TO WORK

MEMORANDUM OF UNDERSTANDING

Between

WILFRID LAURIER UNIVERSITY (the University)

And

Canadian Union of Public Employees, Local 926 (CUPE)

During the initial twenty-four (24) months of Long Term Disability, an employee who is assessed as able to return to work and fulfill the essential duties of the position they held at the time the leave commenced, shall be entitled to:

- (i) Resume their former position and shift provided it still exists, or
- (ii) Resume a substantially equal position, compensable at the job rate for the position

During the sick leave period, the position may be posted as a temporary vacancy with no known end date until an end date is determined (the date the employee is deemed able to return to work).

Notwithstanding Article 1.03 (c), the parties agree that the University may fill the vacancy created from the sick leave with a temporary employee for the same duration as the sick leave.

Employees who have completed a limited term or temporary position shall return to their previous classification, shift and wage rate, providing a position exists. The affected employee will be notified of any intent to change the shift schedule of the position prior to the transfer. Temporary employees shall be provided with at least four (4) weeks notice when the end date has been determined.

For the University

For CUPE Local 926

Dated: _____

NEG-12-001: PENSION PLAN CONTRIBUTIONS AND OFFSETS

MEMORANDUM OF UNDERSTANDING

Between

WILFRID LAURIER UNIVERSITY (the University)

And

Canadian Union of Public Employees, Local 926 (CUPE)

Prior to January 1, 2017, Members shall make contributions of seven and a half (7.5) percent for earnings below the YMPE and nine (9) percent for earnings above the YMPE of a Member's Reference Salary to the Member's Money Purchase Account. The University shall make contributions of seven (7) percent of a Member's Reference Salary to the Member's Money Purchase Account and in addition, shall contribute such amount as is certified by the plan Actuary as appropriate to make provision for the funding of the benefits to be provided from the Minimum Guarantee Pension.

Effective January 1, 2017, Members shall make contributions of eight (8) percent for earnings below the YMPE and nine and a half (9.5) percent for earnings above the YMPE of a Member's Reference Salary to the Member's Money Purchase Account. The University shall make contributions of seven (7) percent of a Member's Reference Salary to the Member's Money Purchase Account and in addition, shall contribute such amount as is certified by the plan Actuary as appropriate to make provision for the funding of the benefits to be provided from the Minimum Guarantee Pension.

Effective July 1, 2017, Members shall make contributions of eight (8) percent for earnings below the YMPE and ten (10) percent for earnings above the YMPE of a Member's Reference Salary to the Member's Money Purchase Account. The University shall make contributions of seven (7) percent of a Member's Reference Salary to the Member's Money Purchase Account and in addition, shall contribute such amount as is certified by the plan Actuary as appropriate to make provision for the funding of the benefits to be provided from the Minimum Guarantee Pension.

The University will make both the Member and University contributions to the Member's Money Purchase Account for any Member, who by reason of disability, is in receipt of Long Term Disability Benefits from the University's insurance provider.

Subject to legislative limitations, the Minimum Guaranteed Pension Benefit will be adjusted annually by an amount equal to the increase in the Consumer Price Index for the previous year, to a maximum of four percent (4%) per year, cumulative from retirement for service accrued up to December 31, 2012. For service accrued under the Minimum Guarantee Pension Benefit on or after January 1, 2013 the Minimum Guaranteed Pension Benefit will be adjusted annually by an

amount equal to fifty (50) percent of the increase in the Consumer Price Index (CPI) for the previous year, to a maximum adjustment of four percent (4%) per year, but no accumulation from retirement will apply.

For members who take early retirement from active service with the University, the current early retirement reductions will apply to the portion of the member's Minimum Guaranteed Pension Benefit for service accrued up to December 31, 2012. For the Minimum Guaranteed Pension Benefit based on service accrued on or after January 1, 2013 the reduction will be 3% per year if retirement is between age 60 and age 65 and an additional reduction of 5% per year for each year prior to age 60.

A Member who is eligible to transfer funds from a previous employer's pension plan directly to the WLU Pension Plan may choose to have such funds placed as additional voluntary contributions or placed in the Money Purchase Plan with service credit for the funds transferred. In the case of service credit, the Member shall receive from the University the actuary's report which will include a statement of the years of service credit and an estimate of the pension income resulting from the proposed transfer.

The University acknowledges that the first priority should the Plan return to a fully funded position would be to bring the member contributions and the University contributions to the money purchase accounts back to one to one, either through an increase to the University contributions to the money purchase accounts or a reduction to the member contributions or a combination thereof. Further, in any plan year, if the combination of the University contributions to the money purchase accounts and the University contributions in respect of the minimum guarantee pension for active members, which shall include both current service cost and special payments, is less than the member contributions to the money purchase accounts, then the University's combined contributions in that plan year shall be made equal to the member contributions, either by increasing the University contributions to the money purchase accounts or decreasing the member contributions, or a combination thereof, at the discretion of the University.

In the event surplus in the Plan exceeds the level at which contribution holidays are permitted under the Pension Benefits Act and its regulations, the University will meet with the Union to discuss a surplus management plan.

For the University

For CUPE Local 926

Dated: _____

MEMORANDUM OF UNDERSTANDING

Between

Wilfrid Laurier University (the University)

And

Canadian Union of Public Employees, Local 926 (CUPE)

Performance Appraisal

- 1/ The Performance Development System, which shall developed and administered through Human Resources, provides a framework for ongoing communication between employees and their managers regarding the employees' job performance and satisfaction. Performance appraisals will be used for employee development purposes only. Performance appraisals shall not be used by the University to adversely affect the employees promotional opportunities or as the basis of discipline.
- 2/ Performance appraisals will be conducted on a regular predetermined schedule. The performance appraisal interview is a two-way dialogue that will include an opportunity for the employee to provide feedback to their manager on a voluntary basis. An employee shall be given at least five (5) working days notice of the performance appraisal meeting.
- 3/ The criteria used to evaluate an employee's performance in the performance appraisal must reflect the job the employee performs as it relates to the departmental goals and values. Where an employee indicates satisfaction with their current position and does not express an interest in future promotion or advancement, these statements or views shall not be construed against the employee in any respect. Such opinions or views of the employee may be subject to change at a future date. An employee's comments on their performance appraisal shall not be the **primary** factor considered in determining which employees shall be given training opportunities.
- 4/ The employee shall be given a copy of any performance appraisal before it is placed in their file. The employee shall have the right to respond in writing to the performance appraisal, and such response shall form part of the employee's file.

For the University

For CUPE Local 926

Dated: _____

NEG-12-005: FLEXIBLE WORK ARRANGEMENTS

MEMORANDUM OF UNDERSTANDING

Between

Wilfrid Laurier University (the University)

And

Canadian Union of Public Employees, Local 926 (CUPE)

Notwithstanding Article 1.04, the university and the union recognize the importance of flexibility for both work life balance and optimal departmental operational efficiency.

Both parties acknowledge that the department has an obligation to provide the highest level of service possible to the broader university community and that minor adjustments to the working schedule, that are mutually agreed to by both parties, may result in a situation that benefits both the University and the employee.

Furthermore, both parties recognize the importance of personal and family life. It is further acknowledged that employees are experiencing increasing external pressures in trying to compete with the demands of work and personal responsibilities. In order to provide support and assistance in meeting these obligations, the parties agree that, minor adjustments to the working schedule, which are mutually agreed to by both parties, and do not negatively impact the department operations, may assist and be beneficial to both parties.

Such arrangements may be initiated by either the university or the employee and will be clearly documented with a copy to the union.

It is agreed that premium pay and overtime will not apply to flexible work arrangements.

Requests for approval of Flexible Work Arrangements shall be submitted in writing to the manager or designate. Their decision shall be based on department and operational requirements. Such approval shall not be unreasonably denied. Appeals arising from refusal of flexible work arrangements will be heard by the Director, Labour Relations in Human Resources.

A flexible work arrangement shall not be considered to be a commitment on the part of either party and can be terminated with adequate notice. Such notice period will be agreed upon at the time the flexible work arrangement is approved and documented.

Flexible work arrangements must be contained within the applicable work week and may not include the shortening of lunch breaks.

To accommodate a personal request, remove the requirement for overtime after 8 hours in a day or address a seasonal or peak operational need, flexible work arrangement may include, but are not limited to;

- i. Altering the start and end time of the work day;
- ii. Altering the hours worked in a day to take straight time off on another day in the same pay period;
- iii. Lengthening the duration of a work day to allow for a compressed work week.

For the University

For CUPE Local 926

Dated: _____

CU-12-002: OPERATING ENGINEER

MEMORANDUM OF UNDERSTANDING

Between

Wilfrid Laurier University (the University)

And

Canadian Union of Public Employees, Local 926 (CUPE)

WHEREAS, per Article 9, the Operating Engineer normal hours of work consists of a five (5) week, two hundred (200) hour rotational shift schedule, consisting of rotating twelve (12) and eight (8) hour shifts;

AND WHEREAS, the regular hours of work equals out to two hundred (200) hours over a five week schedule;

AND WHEREAS, the current schedule results in some weeks with more than forty (40) hours of regular pay and some with less than forty (40) hours of regular pay;

AND WHEREAS, the parties wish to equal out the regular pay to forty (40) hours per week, over the five week schedule;

THE PARTIES AGREE AS FOLLOWS:

- Operating Engineers shall receive forty (40) hours of pay per week, each pay period, inclusive of any paid holiday or floater days.
- The time sheet shall reflect any paid holidays, floater days, absences, shift premiums, and overtime.
- In the event that an Operating Engineer's employment with the University ceases, the regular hours owing and paid shall be the difference between actual hours worked and actual hours already paid for the current five (5) week shift schedule.

For the University

For CUPE Local 926

Dated: _____

NEG-15-01: MULTI-LATERAL PENSION COMMITTEE

MEMORANDUM OF UNDERSTANDING

Between

Wilfrid Laurier University (the University)

And

Canadian Union of Public Employees, Local 926 (CUPE)

The parties agree to the formation of a Multi-lateral Pension Committee, comprised of members from each of the applicable employee groups and University Administration. The committee mandate will be to solicit expertise and information from our external pension consultants to gain a better understanding of the costs and future liabilities associated with the University's current pension plan design and to enter into discussions on the creation of a multi-employer jointly sponsored pension plan option for the university sector. It is understood that this committee has been established for the purpose of gaining and sharing information and will not have unilateral authority to make changes to the University's pension plan.

For the University

For CUPE Local 926

Dated: _____

NEG-15-02: PENSION PORTABILITY

MEMORANDUM OF UNDERSTANDING

Between

Wilfrid Laurier University (the University)

And

Canadian Union of Public Employees, Local 926 (CUPE)

Re: Wilfrid Laurier University Pension Plan (“the Plan”) Commuted Value Transfer Option On and After Normal Retirement Date

WHEREAS, the university was formally notified in February 2016 by the Plan Actuary, Aon Hewitt, that the Pension Benefits Act no longer permits the portability option (i.e. to transfer the commuted value out of the Plan) for members who retire on or after Normal Retirement Date (NRD) which, under the Laurier Plan, is the 1st day of the month coincident with, or following a members 65th birthday; and

WHEREAS, the Board of Governors has the authority to amend the Plan pursuant to Section 15.01 of the Plan; and

WHEREAS, the Board of Governors wishes to amend the Plan to permit portability only prior to a member’s normal retirement date in compliance with the Pension Benefits Act (Ontario); and

WHEREAS, Article 16.05.1 states that any amendment to the Plan during the term of the Agreement shall be subject to the agreement of the Union.

The parties agree to amend the Plan text as follows:

1. Effective January 1,2017, section 7.07 shall be deleted in its entirety and replaced as follows:

“7.07 Portability

In lieu of receiving a monthly retirement pension pursuant to the foregoing provisions of Section 7, a Member who retires prior to their Normal Retirement Date may elect that the commuted value of the retirement pension be transferred, on a locked-in basis, to:

- a) A prescribed registered retirement saving arrangement, or
- b) The pension fund related to another pension plan if the administrator agrees to accept the payment, or
- c) Purchase a life annuity from an insurance company licensed in Canada”

The parties further agree that plan changes will be communicated to all pension plan members in a letter from the assistant Vice President Human Resources.

For the University

For CUPE Local 926

Dated: _____

NEG-15-03: EI PREMIUM REDUCTION PROGRAM

MEMORANDUM OF UNDERSTANDING

Between

Wilfrid Laurier University (the University)

And

Canadian Union of Public Employees, Local 926 (CUPE)

The EI Premium Reduction Program allows employers and employees to pay Employment Insurance premiums at a reduced rate if the employees are covered by a short-term disability plan that meets certain requirements set by Service Canada. Employers are required to return 5/12 of the savings from the premium reduction to all employees to whom the reduced rate applies.

The parties agree that the portion of the 5/12 of the savings that is allocated to employees represented the CUPE Local 926 Bargaining Unit shall be used to fund the Employee Assistance Program (EAP), employee development through learning events such as Staff Development Day, and wellness programming the life of this Collective Agreement. Annually, the University shall provide a report to CUPE Local 926 detailing these expenditures.

For the University

For CUPE Local 926

Dated: _____

CU-17-006: COMPUTER LOAN

LETTER OF UNDERSTANDING

Between

Wilfrid Laurier University (the University)

And

Canadian Union of Public Employees, Local 926 (CUPE)

WHEREAS, Article 16.02.1 provides financial assistance to full-time employees who have passed their probation for any computer and/or computer peripherals purchase, and software available at the University's Bookstore, within the price range of \$500-\$5000

AND WHEREAS, this financial assistance will be limited to one purchase per employee every twenty-four (24) months while employed at the University.

AND WHEREAS, the current collective agreement language indicates that the employee will repay the university in equal, interest-free, bi-weekly instalments over a maximum period of twenty-four (24) months,

THE PARTIES AGREE, on a without prejudice or precedent basis, effective November 1, 2017, the University will apply an interest rate no greater than the prescribed interest rates as defined by the Canada Revenue Agency.

For the University

For CUPE Local 926

Dated: _____

LETTER OF UNDERSTANDING

Between

Wilfrid Laurier University (the University)

And

Canadian Union of Public Employees, Local 926 (CUPE)

WHEREAS, the Pension Plan text was restated effective January 1, 2017; and

WHEREAS, the restatement included a general housekeeping change related to Plan administration which states in section 2.03 and 4.01 “The University shall have the sole discretion to determine whether an Employee is employed in an applicable class of employment”.

The parties agree that this general housekeeping amendment is not intended to and will not be used to prevent/limit or exclude any eligible Members of CUPE Local 926, as defined in Article 16.05.2, from participation in the Wilfrid Laurier University Pension Plan.

For the University

For CUPE Local 926

Dated: _____