

# Collective Agreement

---

between

**Ontario Public Service Employees Union  
on behalf of its Local 102**

- and -

**The University of Western Ontario**

---

**Duration: July 1, 2015 to June 30, 2020**



Sector 9  
1-102-10314-20200630-9



TABLE OF CONTENTS

ARTICLE 1 – PROVISION OF POLICE SERVICES..... 1

ARTICLE 2 - DEFINITIONS ..... 1

ARTICLE 3 – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS..... 2

ARTICLE 4 - RECOGNITION ..... 2

ARTICLE 5 - DISCRIMINATION AND HARASSMENT..... 3

ARTICLE 6 – STRIKE OR LOCK-OUT..... 5

ARTICLE 7 - REPRESENTATION ..... 5

ARTICLE 8 – GENERAL CONDITIONS ..... 6

ARTICLE 9 – DUES DEDUCTION ..... 7

ARTICLE 10 - SAFETY ..... 7

ARTICLE 11 - SENIORITY ..... 8

ARTICLE 12 - PAYMENT OF SALARY.....11

ARTICLE 13 - HOURS OF WORK.....11

ARTICLE 14 - GRIEVANCE PROCEDURE .....13

ARTICLE 15 – ARBITRATION PROCEDURE.....15

ARTICLE 16 - TERMINATION NOTICE .....16

ARTICLE 17 – PROFESSIONAL DEVELOPMENT .....17

ARTICLE 18 - CLOTHING AND EQUIPMENT.....17

ARTICLE 19 – VACATIONS .....17

ARTICLE 20 - LONG TERM RECOGNITION.....18

ARTICLE 21 - PREGNANCY LEAVE .....18

ARTICLE 22 - PARENTAL LEAVE.....20

ARTICLE 23 - EDUCATIONAL ASSISTANCE .....20

ARTICLE 24 – LEAVES OF ABSENCE .....22

**ARTICLE 25 - BULLETIN BOARD .....25**

**ARTICLE 26 – TECHNOLOGICAL CHANGE.....25**

**ARTICLE 27 - HOLIDAYS.....25**

**ARTICLE 28 - SICK LEAVE AND SALARY CONTINUANCE .....26**

**ARTICLE 29 - STAFF BENEFITS .....27**

**ARTICLE 30 – CONTRACTING OUT .....30**

**ARTICLE 31 – WAGES .....30**

**ARTICLE 32 - DURATION .....31**

**SALARY SCHEDULE A .....32**

**APPENDIX A .....33**

**APPENDIX B .....37**

**APPENDIX C .....38**

**APPENDIX D .....39**

**APPENDIX E .....40**

## ARTICLE 1 – PROVISION OF POLICE SERVICES

1.01 The parties to this agreement agree and affirm that Campus police services at the University of Western Ontario will be provided based on the needs of the university community. In support of this objective it will be the responsibility of every member to:

- (a) be accountable for their actions to their superiors, subordinates, co-workers and the community,
- (b) carry out their duties in a responsible, professional and efficient manner while fostering positive relationships with the entire university community as well as external groups,
- (c) maintain frequent contact with the community to obtain feedback on department operations and services as well as providing advice and assistance to members of the community in creatively responding to problems,
- (d) identify and take action to rectify conditions which pose a safety or security risk to the community while respecting policies and procedures of the University,
- (e) provide leadership, assistance and support members of the community as well as other members of the department by providing constructive advice and training.

1.02 The members of the Campus Community Police Service will deliver services to the community in accordance with community policing principles including:

- (a) The need to ensure the safety and security of all persons and property at the University,
- (b) the importance of safeguarding the fundamental rights guaranteed by the Canadian Charter of Rights and Freedoms and the Human Rights Code,
- (c) The need for co-operation between the providers of police services and the university community,
- (d) the importance of respect for the victims of crime and understanding of their needs,
- (e) The need for sensitivity to the pluralistic, multiracial and multi-cultural character of the University.

## ARTICLE 2 - DEFINITIONS

2.01 In this agreement, the following terms shall be defined as set out in this Article, unless the contrary intention is expressly provided for elsewhere in this Agreement:

- (a) **Board of Governors or Board** means the Board of Governors of The University of Western Ontario as provided for in The University of Western Ontario Act;
- (b) **The University or UWO** shall refer to The University of Western Ontario;
- (c) **OPSEU** shall refer to the Ontario Public Service Employees Union;

- (d) **Employer** shall mean The University of Western Ontario;
- (e) **Employee** means only a person covered by this Agreement unless specifically indicated otherwise by the tenets of this Agreement.
- (f) **Day** means a working day.
- (g) **Seniority** – Date of last hire into the bargaining unit.
- (h) **Union representative** means an individual or an employee who has been duly authorized to represent the Union with respect to matters which relate to this agreement and shall include employees elected to hold office within the Union.
- (i) **Steward** – An employee elected by the Union to handle any grievances arising out of the interpretation, application, administration or alleged violation of the specific terms of the articles in this Agreement.

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

### **ARTICLE 3 – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS**

3.01 The Union recognizes that the management and direction of the working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that if an employee claims he has been discharged or disciplined without cause, or improperly laid off or recalled, a grievance may be filed and dealt with in accordance with the Grievance Procedure;
- (c) determine the machinery and equipment to be used, the methods and techniques of work, the standards of performance, the schedules of work and number of personnel to be employed;
- (d) establish, enforce and alter from time to time rules and regulations to be observed by the employees.
- (e) The employer will endeavour to discuss with the Union when changes of a major nature are contemplated.

3.02 The Employer's right to exercise the management function in this Article is subject to the provisions of this Agreement. The management functions shall not be used to direct the work force in violation of the Ontario Human Rights Code.

### **ARTICLE 4 - RECOGNITION**

4.01 The Employer recognizes OPSEU as the sole collective bargaining agent with respect to those matters covered by this Agreement for those employees of the Employer of the Campus Community Police Service employed as University Police

Special Constables, save and except Sergeant, those above the rank of Sergeant, office staff, students employed during the school or university vacation period and persons regularly employed for not more than twenty-four (24) hours per week.

- 4.02 The classification listed in Schedule A is the only job classification covered by this Agreement. Any new job classifications within the bargaining unit which may be created in the future may be added to Schedule A by mutual agreement.
- 4.03 The word employee whenever used in this Agreement will apply only to Regular Full-time employees who are defined as employees employed for an average of more than 24 hours a week for a total of six consecutive months or more and for whom a termination date within the next six months has not been defined.
- 4.04 Only employees as defined in section .03 above are covered by the terms of this Agreement.
- 4.05 Any member may be in an acting position outside of the bargaining unit for a maximum of 12 consecutive months.

#### **ARTICLE 5 - DISCRIMINATION AND HARASSMENT**

- 5.01 The Employer and the Union are committed to a working and learning environment that allows for full and free participation of all members of the institutional community. Discrimination against and harassment of individuals, whether as members of any recognizable group or otherwise, undermine these objectives and violate the fundamental rights, personal dignity and integrity of individuals or groups of individuals.
- 5.02 This article is in accordance with all applicable federal and provincial legislation related to discrimination and harassment such as the Ontario Human Rights Code. It also applies to those situations defined as Workplace Harassment under the Occupational Health and Safety Act. The Safe Campus Policy (M.A.P.P. 1.46) should be consulted whenever there are concerns about violence in the workplace including domestic.

#### **Discrimination**

- 5.03 Except as permitted by law, there shall be no discrimination, interference, restriction or coercion exercised against or by any Employee regarding any term or condition of employment, nor shall any discrimination be exercised against or by Employees in the course of carrying out their duties, by reason of:
- (a) race, colour, ancestry, place of birth, ethnic or national origin, citizenship; or
  - (b) creed, religious or political affiliation or belief or practice; or
  - (c) sex, sexual orientation, gender identity or expression, physical attributes, marital status, or family status; or
  - (d) age; or

- (e) physical or mental illness or disability; or
- (f) place of residence; or
- (g) record of offences for which a pardon has been granted; or
- (h) membership or participation in the Union.

5.04 This Article shall not infringe upon the implementation of special programs designed to relieve hardship or economic disadvantage or to assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity.

### **Harassment**

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

5.06 Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment may be related to one or more of the prohibited grounds of discrimination under Article 5.03. Harassment includes sexual harassment, personal harassment, and workplace harassment. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal.

5.07 Sexual Harassment includes comment or conduct of a sexual nature such as, but not limited to, sexual assault, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours or unwelcome innuendo or taunting about a person's body, physical appearance, sexual orientation or gender expression, and includes situations where:

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

This definition of sexual harassment is not intended to inhibit interactions or relationships based on mutual free consent or normal social conduct between Employees.

5.08 Personal Harassment includes conduct and/or behaviours which create an intimidating, demeaning or hostile working or learning environment whether or not it is based on the prohibited grounds defined in the Ontario *Human Rights Code* and listed in Article 5.03.

5.09 Workplace Harassment is defined under the *Occupational Health and Safety Act* as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.



- 5.10 Harassment may not include:
- (a) interpersonal conflict or disagreement; or
  - (b) the proper exercise of management's rights and/or performance evaluation.
- 5.11 An Employee alleging a violation of this Article may seek resolution through the Employer's policy on Discrimination and Harassment and/or may file a grievance in accordance with Article 14 – Grievance Procedure.
- 5.12 Nothing in this Article precludes the Employer from conducting an investigation into an allegation of Discrimination or Harassment. The Employer shall notify the Union of any investigation into an allegation of Discrimination or Harassment made against an Employee. In all other such investigations involving Employees, they shall be notified, in writing, of their right to Union Representation prior to any meeting with and initiated by the Employer.
- 5.13 No Employee against whom an allegation of Discrimination or Harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.
- 5.14 An Employee who is disciplined as the result of any investigation into alleged Harassment or Discrimination shall have the right to grieve such discipline under Article 14 – Grievance Procedure.

#### **ARTICLE 6 – STRIKE OR LOCK-OUT**

- 6.01 There shall be no strikes or lock-outs for the term of this agreement as provided in the Ontario Labour Relations Act.

#### **ARTICLE 7 - REPRESENTATION**

- 7.01 The Employer agrees to recognize a Committee consisting of not more than three (3) elected members of the employees covered by this Agreement for the purposes of the negotiation and administration of this Agreement. The aforementioned Committee shall not suffer any loss of pay or benefits during any and all negotiating meetings up to and including conciliation, but not beyond.
- 7.02 The Employer agrees to recognize a steward or a Committee member for the purpose of assisting employees in presenting grievances to the Employer as set forth in this Agreement.
- 7.03 It is understood and agreed that the steward or a Committee member has his regular duties as an employee to perform and that if it is necessary to investigate a grievance or attend a grievance hearing during working hours, the steward will not leave his work without first obtaining the permission of his Sergeant which shall not be unreasonably withheld. The steward shall report again to his Sergeant at the time of his return to work.

- 7.04 The Union shall notify the Employer in writing of the names of the steward and elected officers of the Union and the effective dates of their elections or appointments.
- 7.05 When discipline is to be imposed, an employee is entitled to be represented by a Union steward.
- 7.06 Employees may request the assistance of an OPSEU Staff Representative for purposes of grievances. The Union agrees that the exercise of this provision shall not interfere with the Employer's operation or the timely processing of grievances.

#### **Employer/ Employee Relations Committee**

- 7.07 It is agreed that Employer /Employee Relations Committee be established for the purpose of discussing matters related to the administration of this Collective Agreement. The Committee shall not have the power to alter, amend or modify the specific terms of the Agreement.
- 7.08 It is agreed that membership shall consist of the three (3) representatives from the Union Committee and three (3) representatives of the Employer.
- 7.09 The Employer /Employee Relations Committee shall meet three (3) times per year. By mutual agreement the parties may schedule additional meetings. Each party shall notify the other party of the proposed agenda items fifteen (15) days in advance of the meeting.
- 7.10 An Employer representative and a Union representative shall act as Co-Chairs. Minutes of each meeting shall be prepared by the Co-Chairs and a copy shall be forwarded to all members of the committee for review.
- 7.11 Union Committee members will not suffer any loss of wages, benefits or credits for time spent at these meetings.

#### **Copies of the Agreement**

- 7.12 The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties shall share equally the cost of printing sufficient copies of the Collective Agreement to all parties. Copies of the Collective Agreement will be available for employees on the University's web site.

#### **ARTICLE 8 – GENERAL CONDITIONS**

- 8.01 It shall be the obligation of each employee covered under the terms of this Agreement to inform the Sergeant of his current residential address and telephone number. This information will not be posted without the employee's consent.
- 8.02 The Employer agrees that payroll deductions shall be made for Government Savings Bonds, United Way and, Parking when written request is made therefore

by the employee.

- 8.03 All performance records that may be used for disciplinary purposes will be considered void after a period of two years has elapsed, provided no further disciplinary action of a similar nature occurs during that period.
- 8.04 All employees under this Agreement can review their complete personnel file maintained in Human Resources and in Campus Community Police Services with reasonable notice given to the holder of those files. The file cannot be removed from the office where it is kept and must be examined in the presence of a member of Human Resources and/or the Director or designate of Campus Community Police Services.

#### **ARTICLE 9 – DUES DEDUCTION**

- 9.01 The Employer shall deduct union dues commencing from the first day of employment, from each pay of each employee, starting with the pay period nearest to the effective date of this agreement, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments. The Employer agrees that it will remit the total amount of such deductions to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario, not later than the 20th day of each month following the month that deductions were made. The remittance shall be accompanied by a list of names of those employees for whom deductions have been made.
- 9.02 The Employer agrees to give each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return.
- 9.03 The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.
- 9.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of union dues as herein provided.

#### **ARTICLE 10 - SAFETY**

- 10.01 The Employer agrees to establish and maintain one joint Health and Safety Committee in accordance with the provisions of *The Occupational Health and Safety Act (OHSA)* and regulations as amended from time to time.
- 10.02 The parties hereto agree that the safety of the employees, students and visitors on the campus of the Employer and the protection of the Employer's property and equipment are matters of prime concern. The obligation of the employees to report safety hazards to the appropriate Sergeant is acknowledged.

10.03 The Employer and employees agree to abide by the Occupational Health and Safety Act as it applies to the Employer.

10.04 The Health and Safety Representative required by the Occupational Health and Safety Act will be appointed by OPSEU.

### **ARTICLE 11 - SENIORITY**

11.01 Seniority as referred to in this agreement shall mean length of continuous service in the bargaining unit upon completion of the contract probationary period and shall be backdated to the date of hire in the employ of the employer as an employee and shall be on a bargaining unit-wide basis.

#### **Contract Probationary Employee**

11.02 All new employees shall be hired on a contract probationary basis for a period of twelve (12) calendar months.

#### **Accumulation of Seniority**

11.03 Seniority shall continue to accumulate during any paid leave, and for the first thirty (30) days of any unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority s/he had when s/he left. Seniority shall continue to accumulate during the entire period of a pregnancy and parental leave or Union leave.

#### **Loss of Seniority and Termination of Employment**

11.04 Continuity of service shall be considered broken, seniority lost and employment terminated if the employee:

- (a) resigns or retires;
- (b) is discharged (and the discharge is not reversed through the grievance arbitration procedure);
- (c) fails to report to work at the expiration of a leave of absence unless a reason satisfactory to the Employer is given;
- (d) fails to notify in writing the Employer of the employee's intentions within seven calendar days and fails to report for work within fourteen calendar days after issuance of notice of recall by registered mail to the employee's last address on record with the Employer;
- (e) is absent from work for three days without providing a reason satisfactory to the Employer;
- (f) is laid off for a period in excess of 24 months
- (g) uses a leave of absence for a purpose other than that for which it was granted;
- (h) It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. If any employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

### Seniority List

11.05 The Employer will maintain a seniority list which will record, by job classification as expressed in Schedule A, the names and dates of last hire of members of the bargaining unit. This list will be posted annually on Union bulletin boards within one month after the execution date of this Agreement. Following one week's posting, the list shall become final except as to any employee who has disputed the accuracy of his seniority date during that week because of new or amended information contained in the posted list. In such case the list will be subject to adjustment if established to be inaccurate.

### Lay-Off

11.06 In cases of lay-offs, the employee with the least seniority will be laid off first.

11.07 For the purposes of recall, the above process is reversed.

11.08 Seniority will not accumulate beyond the first thirty calendar days of layoff or authorized unpaid leaves of absence, except where required by the Employment Standards Act 2000 ("ESA").

11.09 A copy of any notice of lay off to an employee will be provided to the Union at the same time.

### 11.10 Benefits Continuation

- (a) In the event of a permanent layoff of an employee, the Employer shall pay its share of the insured benefits premiums for the supplementary health insurance plan, the dental plan and the life insurance plan up to the end of the month following the third month (3<sup>rd</sup>) in which the layoff occurs, or the statutory notice period, whichever is later.
- (b) The employee may continue to pay the full premium cost of the benefits noted above for up to a further nine (9) months. Such payment can be made through the Payroll office of the Employer provided that the employee informs the Employer of his intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.

### 11.11 Attrition

It is understood that attrition can be used effectively as a redeployment strategy. The Employer will endeavour to utilize attrition as an alternative to layoffs.

### 11.12 Temporary Work

Employees on layoff shall be given preference for temporary work for which they are qualified, if such work is expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept the recall and may instead remain on layoff.

### 11.13 Recall

Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for 24 months.

- 11.14 No new employee shall be hired until those laid off and placed on the recall list have had the opportunity to be recalled.
- 11.15 In the event of a layoff of a permanent or long term nature, the Employer will meet with the Union to discuss with the Union measures, if any, of avoiding the lay-offs.
- 11.16 In the event of a layoff of a permanent or long term nature, an employee who has not received a notice of layoff may offer to be laid off in lieu of the employee designated for layoff. At its discretion and subject to its operational needs and requirements, the Employer may consider whether to accept such offer.

11.17 Restructuring

In the event of reorganization or restructuring of the Employer, which may have potential adverse effects upon employees in the bargaining unit, the employer shall notify the Union of such plans as far as practicable in advance so that the parties can meet to discuss possible ways and means of minimizing the impact, including identifying and proposing alternatives to any action that the Employer may be considering.

During any restructuring or reorganization, employees shall not be required to reapply for positions which are substantially the same in nature.

Job Posting

- 11.18 (a) When a new classification is created or when a permanent vacancy occurs within the bargaining unit, the Employer will, if it decides to fill the vacancy, post a notice of vacancy. The posting shall be made for a period of seven (7) calendar days. Such postings are for the purpose of permitting any member of the bargaining unit to make application.
- (b) The job posting shall contain the following information:
- i) The job title and description of the job
  - ii) The skills, ability and qualifications required
  - iii) The deadline date for application.
- 11.19 (a) When filling any posted vacancy under this Article, the Employer will consider the skills, ability and qualifications of the individual to perform the normal required work and where these are relatively equal, seniority shall govern. Immediately following selection, successful candidate(s) shall be informed in writing of his/her appointment to the new position.
- (b) If the job is not filled as a result of the internal posting or if no suitable applications are received, the Employer reserves the right to hire from external applicants.
- 11.20 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay of such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new classification and rate. Any

change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rate for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be effective the date of the Arbitrator's award.

#### **ARTICLE 12 - PAYMENT OF SALARY**

12.01 The regular monthly salary of an employee will be paid by bank deposit. Monthly salaries will normally be deposited on or before the second last working day of the month.

12.02 An earning statement will be sent to the employee each pay period.

12.03 On the death of an employee, one month's salary in addition to the salary pertaining to the month of death will be paid to the spouse, or failing such, to the estate of the deceased.

#### **ARTICLE 13 - HOURS OF WORK**

The following provision designating regular hours on a standard work shift over the schedule determined by the University shall not be construed to be a guarantee of the hours of work to be performed on each shift nor as to the shifts of work per week:

13.01 The standard work shift shall be either twelve (12) or eight (8) (if mutually agreeable), consecutive hours, inclusive of a paid one-half hour meal period and the standard work week will average 40 hours per week but will vary according to the assigned work schedule. If a change is required in current schedules, the parties will discuss and endeavour to come to an agreement. If agreement is not possible, the University will determine scheduling to maintain service.

13.02 Staff shall be entitled, subject to the exigencies of service requirements, to a twenty (20) minute rest period.

13.03 The parties may agree to a schedule that allows for adjusting the standard work shift.

13.04 Overtime will be defined as the time worked, as approved in advance by the Sergeant, in excess of the employee's assigned work schedule. Authorized overtime will be paid at one and one-half times (1½X) the hourly earning rate or equivalent time off will be arranged by the Sergeant.

13.05 The Employer will discuss with the Union any major structural work schedule change that affects all employees, at least six weeks prior to any change taking place.

- 13.06 All time worked, or credited, in excess of the assigned work schedule for the year will be used up in time off, or pay in lieu thereof, during that same fiscal year. If scheduling within current year is not operationally viable, the Director may authorize the outstanding balance to be scheduled in the next fiscal year by April 30<sup>th</sup>.
- 13.07 Monthly work schedules will be posted not less than fifteen (15) working days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee seven (7) days in advance of the starting time of any change in the work schedule. If the employee concerned is not notified seven (7) days in advance he shall be paid time and one-half (1½x) for all hours worked on the first shift of the changed work schedule.
- 13.08 The work schedule may be changed without any premium or penalty if agreed upon between the employee and the Employer.
- 13.09 (a) For all hours worked in an Acting Sergeant capacity by a University Police Special Constable or Cadet with less than twelve (12) months of continuous service, or when the Sergeant is replaced during a shift, the rate of pay will be at the University Police Special Constable's rate.
- (b) For all hours worked after completion of 192 hours in an Acting Sergeant capacity, other than in 13.09(a) above, the rate of pay for the acting Sergeant will be at the University Police Special Constable's rate plus 10%.
- (c) For all prearranged and agreed to training hours worked as a Training Officer, the Special Constable will be provided a 10% training premium while training a new employee
- (d) **Communications Centre Premium** – For all authorized hours worked a Special Constable will be provided a 10% fill in premium while doing the Communications Centre essential duties on the board. This premium will only commence after 2 hours are worked on a shift and then will be paid for all hours-worked on that shift.
- 13.10 Call In  
Except as in 13.11 below, an employee who is required to report to work more than two hours before his scheduled hours of work will receive a minimum of four (4) hours' pay at one and one-half times (1½X) his earning rate.
- 13.11 Employees called in for training sessions conducted in non-working hours will be paid overtime rates for the period of the sessions only.
- 13.12 Employees required to work a scheduled shift of more than five (5) hours starting after 2:00 p.m. will include a paid thirty (30) minute lunch period during their shift.
- 13.13 The pay duties rate (non-scheduled, outside paid) will be 1.5 times for the first class Special Constable rate.
- 13.14 Effective July 1, 2012 the Premium is \$0.50 per hour for all hours worked between



10 p.m. and 6 a.m.

13.15 Mutual Shift Relief

With the consent of the supervisor, a special constable may have another special constable relieve him/her of his/her regular shift. In such cases, however, overtime will not be paid to the relieving employee. Any approved exchanges of full shifts must include: the shift being relieved, and the corresponding traded shift occurring during the posted shift schedule.

13.16 Call Back

An employee who has completed his/her regular shift and is called back to work on the same day shall receive a minimum of four (4) hours pay at the appropriate overtime rate.

13.17 Court Appearance

When an employee is required to attend court on his/her day off he will receive a minimum of four (4) hours pay at the appropriate overtime rate. Upon completion of court proceedings of less than four (4) hours, he/she may be discharged from duty for that day upon approval of the Supervisor.

**ARTICLE 14 - GRIEVANCE PROCEDURE**

14.01 It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible. It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust his/her complaint. Any complaint, disagreement or difference of opinion between the parties concerning the interpretation, application or any alleged violation of this agreement or concerning the discharge or discipline of an employee which may be alleged to be unjust, shall be treated as a grievance. Any employee is entitled, upon request, to have a Union Steward present with them when meeting with his/her immediate supervisor to attempt to adjust their complaint starting at Step 1.

14.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss his/her complaint with his/her immediate supervisor. Such a complaint shall be brought to the attention of the supervisor, ***in writing*** within ten (10) calendar days of the incident giving rise to the complaint. The supervisor shall state his/her decision ***in writing*** within three (3) calendar days of receiving the complaint.

Step One

Should the employee be dissatisfied with the supervisor's disposition of the complaint she may, with the assistance of a Union Steward, refer such matter, on a written grievance form, to his/her supervisor. The written complaint shall constitute a formal grievance at Step One and shall be filed within five (5) calendar days of the decision at the complaint stage noted above. The grievance shall specify the Article or Articles and subsections of the Agreement of which a violation is alleged, contain a statement of the nature of the grievance, and indicate the

relief sought and shall be signed by the employee. The supervisor shall answer the grievance in writing within five (5) calendar days.

#### Step Two

Should the response of the supervisor at Step One be unsatisfactory, the grievance may be referred to the Director or designate. The grievance must be filed with the Director within five (5) calendar days of the receipt of the supervisor's reply at Step One. The Director shall answer the grievance in writing within five (5) calendar days.

#### Step Three

If no settlement is reached at Step Two or if Step Two is by-passed, the grievor, the Union Steward and staff representative, and the Director or designate and the Director of Human Resources for the Employer or designate shall meet within ten (10) calendar days, or a time mutually agreed upon, to discuss the grievance. If the grievance is not settled at the meeting, it may be referred to Arbitration under Article 15 herein, within twenty (20) calendar days of the meeting.

#### 14.03 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing, identifying each employee who is grieving, to the Employer within twenty (20) calendar days of the incident giving rise to the complaint. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

#### 14.04 Dismissal Grievance

A complaint by an employee who has been discharged or suspended from employment, that the discharge or suspension was without just cause, shall be treated as a grievance if the written grievance is filed with the Employer within ten (10) calendar days of the discharge or suspension. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

#### 14.05 Policy Grievance

The Union or the Employer may initiate a policy grievance beginning at Step Three of the grievance procedure. Such grievance shall be filed within seven (7) calendar days of the incident giving rise to the complaint and shall be in the form prescribed in Step One. Any such grievance may be referred to arbitration under Article 14 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance. The provisions of this Article 14.05 shall not be used by the Union to file a grievance directly affecting an employee or employees which such employee or employees could themselves file and the provisions of Article 14 hereof shall not be by-passed.

14.06 No matter may be submitted to arbitration which has not been properly carried out through the grievance procedure within the mandatory time specified.

- 14.07 Where no answer is given within the mandatory time limits specified in the Grievance Procedure the employee (s) concerned, the Union, or the Employer shall be entitled to submit the grievance to the next step of the Grievance procedure. Any grievance that is not commenced or processed to the next step in the Grievance Procedure within the aforesaid time limits shall be deemed to have been abandoned. Time limits may be extended only by mutual agreement of the parties.
- 14.08 Settlement in any step of the grievance procedure shall be final and binding upon both parties to this Agreement and upon any employee affected by it. The mandatory provisions of this Article 7 shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing.
- 14.09 The discipline, discharge, or lay-off of a contract probationary employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this Agreement unless the probationary employee is discharged or released for reasons which are discriminatory under the *Human Rights Code*.
- 14.10 Whenever the term supervisor is used in this Article it shall relate to the Sergeant appropriate to the incident being grieved.

#### **ARTICLE 15 – ARBITRATION PROCEDURE**

- 15.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in this Agreement, and which has not been settled, will be referred to a single Arbitrator.
- 15.02 The parties agree to a process whereby a list of five (5) mutually agreeable arbitrators is established and an arbitrator is selected from the list on a rotational basis as required for grievances.
- 15.03 Nothing in this Agreement shall preclude the Union and the Employee from agreeing to substitute an Arbitration Board for the Sole Arbitrator.
- 15.04 No person who has assisted in the negotiation of this Collective Agreement, or any renewal thereof, may be appointed as Arbitrator or to such Board of Arbitration.
- 15.05 The Arbitrator or the Arbitration Board shall give full opportunity to the Union and the Employer to present evidence and make representations and shall exercise those powers set forth in Section 48 of the *Labour Relations Act*. The Arbitrator or the Arbitration Board shall hear and determine the grievance in question and shall issue a decision and, subject only to the provisions of this Agreement, such decision shall be final and binding upon the Parties and upon any employee affected by it.
- 15.06 Each party shall pay:

- (a) The fees and expenses of their appointee (if applicable)
- (b) One-half of the fees and expenses of the Arbitrator.

15.07 The parties reserve the right to make application for Arbitration using Section 49 of the Ontario Labour Relations Act and should such right be exercised, agrees to inform the other Party in accordance with the time limits specified above.

15.08 The Arbitration/Arbitration Board shall not have the authority to alter or change any of the provisions of this Collective Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms or conditions of this Collective Agreement, or in any way modify, add or detract from any of the provisions of this Collective Agreement.

15.09 Mediation/Dispute Resolution

The parties may mutually agree to refer a grievance to a mediator before proceeding to arbitration. The selection of a mediator will be agreed to and costs shall be shared equally by the parties. The mediation shall be conducted on a without prejudice basis and shall not otherwise affect any timelines or provisions of the grievance / arbitration process.

#### **ARTICLE 16 - TERMINATION NOTICE**

16.01 Should the employer terminate an employee for redundancy reasons or for cause (and provided that no grievance has been filed related to the termination for cause) the employee will be entitled to a combination of termination notice, and severance pay in accordance with the following schedule:

<b>Period of Employment</b>	<b>Termination Notice</b>	<b>Severance Pay</b>
Under 3 months' service	None	None
3 months' to 2 years of service	Two weeks or 80 hours	None
2 years to less than 5 years' service	Five weeks or 200 hours	None
5 years or more	One week or 40 hours for each year of service to a maximum of eight weeks or 320 hours	<i>One week or 40 hours for each year of service to a maximum of 26 weeks or 1040 hours</i>

16.02 In extreme cases such as willful misconduct, disobedience or willful neglect of duty, the employee will be interviewed and suspended from work, the case

considered, and then employment may be terminated without prior notice or warning.

#### **ARTICLE 17 – PROFESSIONAL DEVELOPMENT**

17.01 The parties recognize the importance of continuing professional development opportunities that will enable staff to keep abreast of current trends and issues.

17.02 The Employer will therefore endeavour to budget funds to enable each employee in the bargaining unit to participate in professional development as deemed necessary and appropriate by the Employer.

#### **ARTICLE 18 - CLOTHING AND EQUIPMENT**

18.01 The Employer agrees to provide the following clothing and equipment:

- (a) Initial issue by the sixth month of employment
  - i) One (1) uniform consisting of 1 jacket, 2 pairs of summer trousers, 2 pairs of winter trousers, 1 cap and badge, 1 winter cap, 3 long sleeve shirts, 3 short sleeve shirts, 1 tie, 1 duty belt, 1 pair of winter gloves, 1 raincoat, 1 pair of "police style" footwear with specifications defined by the Director of Campus Community Police Services.
- (b) Annual issue - to be provided one year after (a) above each year thereafter
  - i) Two (2) pair of trousers - employee's choice as to summer or winter issue
  - ii) Three (3) shirts - employees choice as to long or short sleeves
- (c) Jackets, summer cap, winter cap, winter gloves, ties, sweaters, dickies, raincoat and footwear will be replaced when required as determined by the Director of Campus Community Police Services. Any requests for replacement will be made by June 1<sup>st</sup> in each calendar year, with the determination and communication by the Director by July 1<sup>st</sup> with the intent that the clothing will be available by September 1st.
- (d) Flashlights, safety vests (traffic) are available for use when on duty.
- (e) Notebooks, leather notebook holders, flashlight batteries, pens (black ink) will be replaced as required.

#### **ARTICLE 19 – VACATIONS**

19.01 Employees will be entitled to vacation with pay based on the length of continuous service from the date of last hire as set out below:

- (a) An employee earns vacation entitlement at a rate of 120 hours for each of the first two (2) completed years of continuous service.
- (b) Upon completion of two (2) full years of continuous service, vacation entitlement is earned at a rate of 160 hours per year.
- (c) Upon completion of nineteen (19) full years of continuous service forty (40) additional hours will be provided, and thereafter, vacation entitlement is earned at a rate of 200 hours per year.

- 19.02 Employees may take their accrued vacation entitlement or a portion thereof, subject in all cases to the prior approval of the Sergeant and the functional requirements of the Employer.
- 19.03 Vacation entitlement will not be permitted to accrue beyond thirty (30) days without the prior approval of the Sergeant.
- 19.04 There will be no accumulation of vacation entitlement during layoffs, unpaid leaves of absence, or during periods of Long-Term Disability or Workmen's Compensation benefits beyond the initial sick leave period.
- 19.05 For the purpose of determining the length of continuous service, all periods of absence as defined in .04 above in excess of one month's duration will be added to the date of last hire.

#### **ARTICLE 20 - LONG TERM RECOGNITION**

- 20.01 Employees covered by this Agreement will be eligible for the benefits provided for under the current University's policy - Service Recognition Policy 3-5.

#### **ARTICLE 21 - PREGNANCY LEAVE**

- 21.01 The Employer provides pregnancy leave for employees to assist them in the continuance of their service at the University.
- 21.02 Should an employee not wish to continue her employment relationship with the University following her pregnancy, she may either resign or apply for unpaid pregnancy leave under the Employment Standards Act. These latter provisions are available to those employees who have not satisfied the service requirements in .05 below.
- 21.03 Employees are encouraged to discuss the nature of their ongoing commitment to the University with their Sergeant prior to the initiation of the leave.
- 21.04 Upon return to work, the employee is to return to the same position and salary.
- 21.05 The Employer provides for pregnancy leave under the ESA for employees who have worked for the University for at least 13 weeks of continuous service. The Employer provides an additional University S.E.B. plan for employees who have worked for the University for at least one (1) year as of the probable date of delivery.
- 21.06 An employee is expected to work for the University for at least six months following the date of her return from her pregnancy leave. Should an employee not satisfy this condition, she will be indebted to the Employer for the sum of the monies paid to her by the Employer during her pregnancy leave.

- 21.07 Pregnancy leave is a flexible leave for up to seventeen weeks with pay and benefits as specified in Section .08 and .09 below.
- 21.08 An employee who qualifies for pregnancy leave under the provisions of this article is eligible for:
- (a) 95% of the salary at the time of the initiation of the leave paid by the Employer for the initial two-week waiting period prior to the commencement of Employment Insurance benefits; and
  - (b) the difference between Employment Insurance benefits and 95% of the salary at the time of the initiation of the leave, not to exceed fifteen weeks, paid by the Employer, provided the employee has applied for and is in receipt of Supplemental Employment Insurance Benefits.
- In no case will the total amount of the Supplemental Employment Benefits, unemployment gross benefits and any other earnings received by the employee exceed 95% of the employee's salary at the time of the initiation of the leave.
- (c) Employees do not have a right to this payment except for supplementation of Employment Insurance Benefits during the pregnancy leave period as specified above.
- 21.09 During the period of paid pregnancy leave, the Employer will continue the employee on full benefits through regular payroll deductions.
- 21.10 Pregnancy leave may be initiated by that employee at any time within seventeen weeks of the expected delivery date.
- 21.11 Pregnancy leave ends no later than seventeen weeks from the beginning of the leave.
- 21.12 Leave in excess of seventeen weeks required for medical reasons relating directly to an employee's pregnancy and/or delivery of an infant may be treated in accordance with Article 28, Sick Leave and Salary Continuance. In such case, the employee should immediately contact the Sergeant.
- 21.13 Leave of absence in excess of the seventeen week period, except for medical reasons (see .12 above) may be taken without salary in accordance with the Parental Leave policy for up to an additional thirty-five (35) weeks and for additional time under Article 27 Leave of Absence.
- 21.14 Vacation entitlement and seniority continue to accumulate during this leave.
- 21.15 An employee shall provide her Sergeant with as much advance notice as possible of the anticipated date of birth and discuss her future plans with regard to her employment at the University.
- 21.16 The Employee should make application through her Sergeant for pregnancy leave at least three months in advance of the expected date of delivery.

- 21.17 A counseling session may be arranged with Pensions & Benefits to provide information and assistance with the completion of the necessary documentation under this Policy.
- 21.18 An expectant mother will be placed on restricted duties commencing six (6) months prior to the expected date of delivery of the newborn child and such restricted duties will continue until the child is born or the pregnancy leave is initiated, whichever occurs first.

## **ARTICLE 22 - PARENTAL LEAVE**

22.01 In accordance with the provision of the current ESA, an employee who has been employed for at least thirteen weeks of continuous service and is eligible for a parental leave period extended to the parents of a newborn or newly adopted child coming into the employee's custody, care and control, as outlined in this article.

- (a) If the employee took a pregnancy leave, the employee is eligible for an unpaid leave of 35 weeks immediately following the pregnancy leave unless the child has not come into the full custody, care and control of a parent for the first time due to hospitalization.
- (b) If the employee did not take a pregnancy leave, the employee is eligible for an unpaid leave up to 37 weeks within fifty-two (52) weeks after the child comes into the full custody, care and control of a parent for the first time.
- (c) An employee who becomes the parent of newly adopted child(ren) is entitled to an unpaid leave of up to 37 weeks within fifty-two (52) weeks after the child comes into the full custody, care and control of a parent for the first time. The employee who utilizes parental leave solely in respect of adoption of a child and has worked for the University for at least one year and is eligible for and in receipt of Employment Insurance benefits shall be granted Supplementary Insurance Benefits (S.E.B.) for seventeen weeks of the adoption related parental leave.

22.02 Employees shall provide their Sergeant with as much advance notice as possible of the anticipated date on which the leave is to commence, but in any case a minimum of two weeks' notice is required, unless the child arrives earlier than expected.

22.03 Vacation entitlement and seniority continue to accumulate during this leave.

22.04 During the period of parental leave, the Employer will continue the employee on the benefits normally fully paid by the Employer.

## **ARTICLE 23 - EDUCATIONAL ASSISTANCE**

23.01 An Educational Assistance Plan is established, and will be maintained, for the purpose of encouraging members to obtain additional education to assist in their career development and to provide financial assistance to those who do so in accordance with this Article.



- 23.02 This Article applies to those members who are actively employed at the beginning of the course(s) involved and members who are on an unpaid education leave of absence in accordance with Article 29 at the beginning of such eligible courses. If a member voluntarily terminates her employment or is terminated for just cause prior to the completion of the course, that individual shall be indebted to the University for the full amount of tuition advanced.
- 23.03 For each full or half course taken for credit at the University, the employee will be reimbursed the equivalent of the tuition fee for a basic undergraduate full or half course, whichever is applicable, in the University's Faculty of Arts and Humanities. Provided a member has completed a course for credit at The University of Western Ontario under this Educational Assistance Article, the tuition fee for all future credit courses at the University of Western Ontario will be paid in advance by the University, subject in all cases to all other requirements of this article being met.

A maximum of \$100 will be reimbursed on submission of receipt upon the successful completion of a course for the purchase of textbooks. Supplementary expenses such as activity fees, and lab fees shall not be reimbursed. All taxes form part of the full tuition and textbook cost for the purposes of this Article.

Members who are accepted into a part-time graduate Masters program at the University or any graduate degree program offered by any Canadian higher education institution, will be eligible for financial assistance in advance for tuition up to \$4,000 per academic year, provided the member maintains their active employment relationship while completing this education.

Should the member not successfully complete their education, the advance funding is payable back to the University in the defined timeframe as agreed between the member and the University.

- 23.04 Members shall be eligible for assistance for courses taken at institutions other than the University and/or non-credit courses at the University in accordance with this Article. The course(s) must be related to the present work duties or anticipated career plan for the individual within the University. A course is defined as a series of academic lectures which culminates in an examination and/or grade being awarded. Reimbursement will be on the basis of the tuition fee (not supplementary expenses, such as activity fees or lab fees) of each course to a maximum of the basic undergraduate tuition cost of two (2) full Faculty of Arts and Humanities courses at UWO per year, with the year running from June 1 to May 31. A maximum of \$100 will be reimbursed on submission of receipts upon the successful completion of a course for the purchase of textbooks. The end of the course (the last day of classes or exam date whichever is later) shall determine the year to which the course is credited. The University shall determine whether an application under this sub-article will be approved. All taxes form part of the full tuition and textbook cost for the purposes of this Article.
- 23.05 The University will sponsor a tuition scholarship program for dependent children of Union members. The scholarship will be \$1,200 per annum per dependent child

who meets the following criteria/conditions:

- The student must be under the age of 26 years and enrolled as a full-time student in a degree program at The University of Western Ontario (Affiliated colleges are included).
- Accessibility to the tuition scholarship is limited to four years, although not necessarily consecutive years.
- Minimum Academic Average and Progression requirements must be satisfied in the academic year prior to awarding the scholarship in order to maintain eligibility.

## **ARTICLE 24 – LEAVES OF ABSENCE**

### **24.01 Personal Leave of Absence**

Subject to the operational needs and requirements of the Employer, employees may be granted a Leave of Absence without pay provided the Employer is given at least four (4) weeks' notice of such request, unless there are extenuating circumstances. Vacation, sick or personal days will not accrue or accumulate during the period of a personal leave of absence.

There will be no accumulation of vacation entitlement during unpaid leaves of absence or during periods of Long-Term Disability or Worker's Compensation benefits beyond the initial 15 week sick leave period.

### **24.02 Union Leaves**

#### **(a) Union Leave**

Subject to the operational needs and requirements of the Employer, the Employer agrees to grant leaves of absence, without pay, to not more than one (1) employee at any one time, selected by the Union to attend Union business including conferences, conventions. Granting of such leave shall not be unreasonably withheld. In requesting such leave-of-absence for an employee(s), the Union must give at least twenty (20) working days' notice in writing to the Employer. During such leave of absence, an Employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of the employee's wages and benefits. The Employer will bill the Union and the Union will remit payment.

#### **(b) Leave for Executive Board Member: Full Time Position**

Subject to the operational needs and requirements of the Employer, one employee, who is elected or appointed to a full time position with OPSEU, may be granted leave of absence without pay for a period of twenty-four (24) months. Requests for such leave will not be unreasonably denied. There shall be no loss of seniority or credits for the purposes of salary advancement or vacation entitlements or other benefits during such leave of absence. During such leave of absence, an employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer the amount of the full cost of the employee's wages and benefits. The Employer will bill the Union and the Union will remit payment.

