COLLECTIVE AGREEMENT

Between

THE UNIVERSITY OF WESTERN ONTARIO

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2692

For the Period

1 JULY 2023
to
30 JUNE 2026

COLLECTIVE AGREEMENT entered into the 1st day of July 2023

BETWEEN:

THE UNIVERSITY OF WESTERN ONTARIO
(hereinafter called the “Employer”)

OF THE FIRST PART

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2692
(hereinafter called the “Union”)

OF THE SECOND PART

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PREAMBLE

.01 Whereas it is the desire of both parties to this Agreement:

- to show each to the other a spirit of mutual trust and understanding and to willingly cooperate with each other in the fullest sense,

- to maintain and improve the existing harmonious relations and settled conditions of employment,

- to promote the morale, wellbeing and security of all members in the bargaining unit,

- to encourage efficiency in operation, and

- to secure prompt and equitable disposition of grievances arising out of the administration of this Agreement.

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

.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, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline members, provided that if a member claims they have been discharged or disciplined without just 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.

.02 The Employer's right to exercise the management function in this Article is subject to the provisions of this Agreement.

.**03** The Employer and the Union agree that in accordance with the Ontario Human Rights Code, there shall be no discrimination or harassment in the application of the provisions of this Agreement because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap or any other prohibited grounds that may be established in the Code.

.04 The Employer and the Union agree that there shall be no discrimination in the application of the provisions of this Agreement by reason of membership, non-membership or activity/non-activity in the Union, or by the member's exercise of any provision or right under this Agreement.

ARTICLE 2 – RECOGNITION

.01 The Employer recognizes the Union as the sole collective bargaining agency with respect to those matters covered by this Agreement for all employees in the Hospitality Services Department of the University of Western Ontario in the City of London, save and except Head Chef, those above the ranks of Head Chef, Managers and persons above the rank of Manager, office and clerical staff and those persons already represented by a trade union.

.02 The classifications listed in Appendix A are the only job classifications covered by this Agreement. Any new job classifications within the bargaining unit which shall be created in the future will be added to Appendix A.

.03 Employees covered by this Agreement fall into the following types:

(a) Continuing Employee:

Employed by the Hospitality Services Department for an average of more than 24 hours a week for a total of four consecutive months or more and for whom a termination date or summer layoff date within the next four months has not been stipulated.

(b) Sessional Employee:

Employed by the Hospitality Services Department for an average of more than 24 hours per week for a period of 90 calendar days and for whom a termination date or summer layoff date has been stipulated.

(c) Part Time Employee:

Employed by the Hospitality Services Department persons regularly employed for not more than twenty-four (24) hours per week.

Clarity Note: Those in a work study bursary program are not employees of Hospitality Services Department and are not included in the bargaining unit.

.04 An employee shall be considered a probationary employee until they have completed 600 hours of work in any of the classifications found in Appendix A, after which the employee's name shall be placed on the seniority list mentioned in Article 11.04 and the employee's seniority shall date back to the date of the employee's last hiring. It is expressly understood by both parties that during the probationary period, an employee shall be considered as being employed on a trial basis, and may be discharged at the sole discretion of the employer, provided that such termination shall not be exercised in a manner which is arbitrary, discriminatory or in bad faith.

(a) All Continuing Employees will be covered by all terms of this Agreement except those articles which only apply to Sessional or Part Time Employees.

(b) Sessional Employees will be covered by all terms of this Agreement except:

All of Article 25 - Guaranteed Housing Loan
All of Article 33 - Staff Benefits, except section .04, and the Employee Assistance Plan

(c) Part Time Employees will be covered by all terms of this Agreement except:

Article 14 – Hours of Work, except section .01, .02, .03, .04, .06, .07
Article 17 – Termination Notice
Article 22 – Educational Assistance
Article 23 – Bereavement Leave, except section .04
Article 25 – Guaranteed Housing Loan
Article 26 – Health Care Appointments

Article 27 – Holidays, except .01, .03, .09,.10
Article 28 – Jury or Witness Duty Pay
Article 29 – Leave of Absence
Article 30 – Sick Leave
Article 33 – Staff Benefits, except Employee Assistance Plan
Article 36 – Christmas Designated Days

05. Whenever the total number of members employed in the classification of Chef, Assistant Chef or Supervisor is permanently reduced the employer will fully discuss the rationale for the change with the Union.

ARTICLE 3 – DISCRIMINATION AND HARASSMENT

.**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.

.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 Ontario 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

.03 Except as permitted by law, there shall be no discrimination, interference, restriction or coercion exercised against or by any Employee regarding any term or condition of employment, nor shall any discrimination be exercised against or by Employees in the course of carrying out their duties, by reason of:

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

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

Harassment

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

.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 3.03. 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.

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

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

such conduct creates an intimidating, hostile or offensive working or learning environment.

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

.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 3.03.

.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.

.10 Harassment may not include:
interpersonal conflict or disagreement; or
the proper exercise of management's rights and/or performance evaluation.

.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 15 – Grievance Procedure.

.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 of their right to Union Representation prior to any meeting with the Employer.

.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.

.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 15 – Grievance Procedure.

ARTICLE 4 – STRIKE OR LOCK-OUT

.01 The Union agrees that there will be no strike and the Employer agrees that there will be no lockout during the term of this agreement.

.02 Members have the right to decline to perform the normal duties of striking or locked out employees of the employer during a legal strike by another bargaining unit of employees of the employer or during any lockout of any other bargaining unit by the employer.

.03 Where persons in a labour dispute, other than those in the bargaining unit, engage in a strike and maintain picket lines, and where members of the bargaining unit could suffer personal harm, the Employer will endeavour to safeguard such members.

.04 Strike and lockout bear the meanings used in the Ontario Labour Relations Act.

ARTICLE 5 – REPRESENTATION

.01 The Employer agrees to recognize an Executive Committee consisting of not more than six (6) elected members of the members 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.

.02 Either Committee may be enlarged at any time by the addition of a non-university representative of the Union when dealing with the Employer.

.03 The Employer agrees to recognize fourteen (14) stewards and the Lead Steward for the purpose of assisting members in presenting grievances to the Employer as set forth in this Agreement. These stewards, who will be elected or appointed from amongst the members in the bargaining unit, will each represent a segment of the bargaining unit.

.04 It is understood and agreed that a steward has their 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 their work without first obtaining the permission of their Supervisor which shall not be unreasonably withheld. The steward shall report again to their Supervisor at the time of their return to work.

.05 The Union shall notify the Employer in writing of the names of the stewards, and elected officers of the Union and the effective dates of their elections or appointments.

.06 Terms of Reference for Union-Management Relations Committee

(a) The Union-Management Relations Committee will serve to:

- administer the terms of the Agreement between CUPE Local 2692 and the University
- address matters outside the Agreement which are of mutual concern.

(b) Membership will consist of:

<u>For the University</u>

Director, Human Resources (Staff Relations) or designate
Associate Vice-President, Housing & Ancillary Services
Director, Hospitality Services
Associate Director - Hospitality Services, Campus Eateries & Catering
Associate Director - Hospitality Services, Residence Dining

<u>Executive Committee Members For the Union</u>

President
Vice-President
Recording Secretary or designate
Financial Officer or designate Membership Officer Lead Steward

(c) The Employer will inform the Union/Management Committee of major amendments to the rules and regulations in Article 1 .01(d), whenever possible, prior to their implementation.

(d) It may be desirable to request persons other than those listed under 2 above to attend for specific discussions. Provided the University agrees to the attendance of a member of the bargaining unit, that member will not suffer a loss of pay.

(e) The Committee will meet once per month unless changed by mutual agreement.

(f) Agendas of matters for discussion will be exchanged by the Union and Management at least five (5) working days prior to the meeting.

(g) The University will provide secretarial service and minutes will be produced and distributed to all members within two weeks of each meeting.

.07 (a) The President of the Local or their designate will be allowed eight (8) hours per week to perform union business during working hours. This should be scheduled in advance with their Supervisor, whenever possible, and always recorded daily.

(b) The Financial Officer shall be allowed eight (8) hours per month to perform Union business during working hours. This should be scheduled in advance with their supervisor, and always recorded daily.

(c) The Recording Secretary shall be allowed six (6) hours per month to perform Union business during working hours. This should be scheduled in advance with their supervisor, and always recorded daily.

.08 The Lead Steward of the Local or their designate will be allowed eight (8) hours per week to perform union business during working hours. This will cover such areas as looking after complaints and grievances, attending to the safety duties of their stewards etc. This should be scheduled in advance with their Supervisor, whenever possible and always recorded daily.

.09 The President and Lead Steward of the Local will be scheduled Monday through Friday on a day shift, to enable them to perform Union duties more efficiently.

ARTICLE 6 – BULLETIN BOARDS

.**01** The Employer will provide bulletin boards in mutually agreed locations which will be used by the Union for posting notices.

.02 The posting, removal and policing of Union boards, will be done by the Steward provided such postings have been approved in advance by the President of the Union or designate.

ARTICLE 7 – GENERAL CONDITIONS

.01 It shall be the obligation of each member covered under the terms of this Agreement to inform the Supervisor of their current residential address and telephone number.

.02 The Employer agrees to provide the Financial Officer of the Local with a list, semi-annually, of the names of the members in the unit, their job classifications, and the name of their immediate supervisor.

The Union shall be notified of the full name, position, and employment status.

All new employees will be provided an opportunity to be introduced to the Lead Steward or Unit Steward.

.03 All performance records that may be used for disciplinary purposes will be considered void after a period of two years has lapsed, provided no further disciplinary action of any nature occurs during that period.

.04 The Employer will provide the Union, upon request with the work schedules, time sheets and daily on-call sheets for all bargaining unit employees.

ARTICLE 8 – UNION SECURITY

.01 The Employer shall deduct from the pay of each member covered under the terms of this Agreement an amount equivalent to the regular monthly dues and remit same to the Union.

.02 The amount of such dues and/or assessment shall be certified to the Employer by the Secretary/Treasurer of the Union. In the event of a change therein, not less than thirty (30) days' notice thereof shall be given to the Employer. The Union agrees to indemnify and save the Employer harmless from any claims or any liability in any way related to the deductions of said dues.

.03 The dues and/or assessments deducted from the pay of members shall be forwarded by the Employer to the Union not later than the 20th day of the following month.

.04 Notices required to be served hereunder upon either the Union or the Employer shall be deemed to be served sufficiently if electronically provided to the Recording Secretary and President of the Union and the Director, Human Resources (Staff Relations) of the Employer, respectively.

ARTICLE 9 – MEETINGS

.01 Members of the negotiating committee or the Union-Management Relations Committee, the elected representative on the Occupational Health and Safety Committee, and stewards when meeting with the Employer for the purpose of discussing scheduled matters or grievances during working hours will not suffer a loss in pay.

.02 Other representatives, as authorized by the Associated Vice-President, Housing & Ancillary Services in writing to the Recording Secretary and President of the Local , and as subsequently appointed by the Union, will fall under the provisions of .01 above.

.03 Any member of the Bargaining Unit required by the Employer to attend meetings/training sessions will be paid at the appropriate rate for all hours in attendance.

ARTICLE 10 – SAFETY

.01 The parties hereto agree that the safety of the members, students and visitors to the campus of the Employer and the protection of the Employer's plant and equipment are matters of prime concern. The obligation of the members to report safety hazards to the appropriate Supervisor is acknowledged.

.02 The Employer agrees to grant membership on the Occupational Health and Safety Committee to one (l) elected member of the bargaining unit. The Employer recognizes an alternate should the elected member be unavailable.

.03 Programs for the safety education of members will be developed by the Safety Subcommittee of the Occupational Health and Safety Committee.

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

.05 The Union will select Health and Safety Representatives required by the Occupational Health and Safety Act.

ARTICLE 11 - SENIORITY

.01 The Employer will maintain a seniority list by unit which will record, by job classification as expressed in Appendix A, the Member Name, Employee Type, Date of Last Hire, and Seniority Date. Part Time employees will be listed on the seniority list, based on their date of hire. The Seniority list will be posted annually on Union bulletin boards at the beginning of July each year. Any employees with the same date of hire will be subject to a lottery, conducted jointly by the Union and Employer, to determine ranking on the seniority list in the year that they are hired. The lottery ranking will take place in June of each year. Following thirty (30) days posting, the list shall become final except as to any member who has disputed the accuracy of his/her seniority during that thirty (30) days 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.

.02 Service shall accrue from Date of Last Hire which is the last date that the person entered into an employment contract with the University where just prior to that date, there was an interruption in employment (due to termination, severance or resignation) of at least 7 calendar days.

.03 Seniority shall accrue from the Last Date the person became eligible for the bargaining unit. Part Time Employees who certified to be part of the bargaining unit on March 21, 2011 will accrue Seniority from the Date of Last Hire.

.04 A Member will be placed on the Seniority list once the member completes the probationary period of 600 hours of work.

.05 Seniority and Service shall be accrued for the first twenty-four (24) months of any absence due to disability, work related or otherwise, and shall continue to accrue beyond the first twenty-four (24) months

of any disability provided the employee returns to work, in either a full or partial capacity. Whether or not the employee returns to work, accrued Seniority and Service shall be maintained after twenty-four (24) months of disability.

.06 Notwithstanding 11.05, Seniority and Service shall continue to accrue, and deemed to have accrued, during the course of any parental or pregnancy leave, apprenticeship leave, suspensions, union leave, bereavement leave, compassionate leave, jury duty, public office leave and/or vacation.

.07 In the case of temporary lay-offs, the Department is divided into three (3) units - Campus Eateries, Residence Dining and Catering.

Within each of the units the following lay-off procedure will be utilized.

(a) Lay-offs will be identified by employee type (Continuing, Sessional, Part Time) and then by classification. The person with the same employee type and classification with the least Seniority in the unit shall receive lay-off notice first.

(b) Subject to the work requirements of the unit, Part Time employees shall be the first to be laid off.

(c) If a member is displaced as a result of the action of .07(a), they may displace another member provided they have qualifications and capability to perform all of the work required as follows:

(1) the other member is in the same unit and

(i) the other member is the same or another employee type with the same classification or

(ii) the other member is in a lower classification in the same employee type and

(2) the displaced member has less Seniority

(d) All persons displaced in the above process will be informed in writing (the posted schedule). The seniority list will be posted on the union bulletin board and/or on the staff website.

(e) Members under the above process who intend to replace another must indicate their intention to do so in writing within two working days after being informed of their impending layoff. The letter of intention must state the name and job classification of the member to be replaced.

(f) Where a displaced member replaces another member in another classification and is subsequently determined to be unable to meet all job requirements, they will be laid-off without further rights to replace another member and will be subject to recall only within the job classification and unit from which they were originally displaced.

(g) For the purposes of recall, the above process is reversed.

(h) Members who displace into another classification under this section, will be paid the rate applicable to the new job classification, at the same step as the previous classification.

.08 A person shall be deemed to have terminated their employment with the Employer and shall lose all accrued Service and Seniority if they:

(a) voluntarily quit the employ of the Employer;

(b) are discharged and not reinstated through the process of the Grievance Procedure pursuant to this Agreement;

(c) following a lay-off, fail to report for work within five (5) working days after being recalled or fail to notify the Employer within three (3) working days after recall that they will report for work, unless such period is extended for reasons satisfactory to the Employer. Such recall notice shall be satisfactorily given if sent by registered mail to member's address on record with the Employer;

(d) is absent without permission for three (3) consecutive working days;

(e) is absent due to lay-off, for more than one year;

(f) utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

.09 In order that the operation of the Union will not become disorganized when layoffs are being made, the President or their designate from the Union Executive shall be the last person laid off during the term of office, so long as work which they are qualified to perform is available in their classification.

.10 Layoff schedules will be posted on Union bulletin boards a minimum of two (2) weeks prior to the traditional October, December, February, and April shut downs. Whenever possible a minimum of one (1) week's notice of lay-off will be provided at all other times.

.11 Benefits provided under this agreement will not be continued by the University or accrue during a lay-off or during a period for which employees or individuals would normally be laid off.

ARTICLE 12 – PAYMENT OF SALARY AND DEDUCTIONS

.01 The pay of a member will be paid by deposit to institutions on electronic deposit. Pay cycles may change subject to review and discussion but will be at least monthly. Members will be informed at least ninety (90) days prior to a change in the pay cycle being implemented. Effective January 1, 2015, all members will be paid on the University's weekly pay cycle. Pay deductions, including pension, benefits and voluntary deductions, will be deducted on pay periods as determined by the University.

.02 An earnings statement will be made available to members electronically each pay period.

.03 On the death of employee member, an amount equal to 20 regular shifts in addition to any salary that may pertain to the month of the death, will be paid to the employee's estate in accordance with the University's Administrative Policies.

.04 Whenever possible, payment of overtime worked shall be paid as soon as possible but in any case no later than 3 weeks following the time worked.

.05 The Employer agrees that payroll deductions shall be made for United Way Campaign, Parking, and premiums for voluntary benefit plans, when written request is made therefore by the member.

ARTICLE 13 – JOB POSTINGS & PROMOTIONS

.01 To encourage motivation, promote morale and create incentive, employees will be given first opportunity of a new or a vacant continuing or sessional position of sixty (60) days or longer.

(a) Such an employee, including an employee on layoff, may apply in confidence, for positions posted in accordance with Article 13 by applying during the seven (7) day posting period.

(b) Skill, ability and qualifications to perform the requirements of the position shall be the determining factor in job postings, except where the skill, ability and qualifications of employee applicants are relatively equal, in which case Seniority shall determine the successful employee applicant.

(c) A Sessional employee who is applying to a Continuing position in the same classification must successfully complete the interview and testing process and then the position will be awarded to the Sessional employee who has the most seniority. The disciplinary record of an employee will be considered by the Employer when awarding the position.

(d) If there is no employee applicant with the skill, ability and qualifications to perform the requirements of the position, UWO may fill the position from any source.

(e) It is understood that should a temporary vacancy become permanent it will be posted again as a permanent position.

.02 For members who are successful in promotion to a higher job classification, their new compensation rate shall be a minimum of 5% increase. The member's new compensation rate will be that rate next above this 5% calculation in the salary grid for the new job classification. In no case will the new compensation rate be greater than the maximum rate for the Member's new job classification.

.03 The Employer may return a member promoted under .02 above, or to a position in management, office or other classification, to their former classification at any time after a minimum of 30 days to a maximum of 90 days if the employer considers that the member is unable to perform the work. Seniority of the returning member, for the purposes of lay-off, recall and posting will be adjusted by the time spent out of the bargaining unit. Any other appointment made as a result of the promotion will be reversed.

.04 All unsuccessful members who have applied for a position will be notified of the following:

(a) the status of their application and,

(b) that a meeting may be arranged to discuss and receive feedback regarding their status in the competition and any general career or personal development information that may assist them when applying for future posting.

ARTICLE 14 – HOURS OF WORK

.01 The standard work week shall be forty (40) hours per week and the standard work day shall be eight (8) consecutive hours, exclusive of the ½ hour lunch period. For the purpose of establishing shift

schedules, work weeks shall commence on Sunday and terminate on Saturdays.

.02 During any work day of 7 hours or more, two ten (l0) minute rest periods will be permitted.

.03 It is hereby expressly understood that the provisions of this Article are to provide a basis for calculating time worked and shall not be, or construed to be a guarantee of the hours of work per day nor as to the days of work per week.

.04 Overtime will be defined as the time worked, as approved in advance by the Supervisor, in excess of eight (8) hours work per day or in excess of forty hours per week. Authorized overtime will be paid at one and one-half times (l l/2x) the hourly earning rate or subject to the work requirements of the section, equivalent time off at the appropriate rate, as agreed to by the member and the Supervisor.

.05 All time worked, or credited, in excess of the assigned work schedule will be used up in time off, or pay in lieu thereof, during that same or following eight (8) months.

.06 Whenever possible, weekly work schedules will be posted at least one week in advance of the time worked.

.07 All hours worked in an acting capacity will be paid at the higher of the member's current rate of pay plus 5% or the minimum of the salary range of the job classification so replaced, provided the acting appointment is for a full regularly scheduled shift.

.08 A premium of $ .75 per hour will be paid for all hours worked during the period 12:00 a.m. to 6:00 a.m.

.09 There will be no duplication or compounding of premium or overtime pay. If such payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay. a) During the summer layoff period all hours of work required will be assigned to the classification, which normally performs the work if available. b) Hours will be assigned in accordance with Article 11.07(g).

ARTICLE 15 – GRIEVANCE PROCEDURE

.01 A grievance is defined as an alleged violation of the specific terms of this Agreement. It is agreed that only one grievance concerning an alleged violation will be recognized.

.02 A group grievance may be initiated should more than one member be grieving the same alleged violation. All members affected may sign the grievance but only two grievors may be present at each step of the grievance process. Any agreement under the Grievance Procedure would be applied to all affected members who signed the grievance.

.03 It is the mutual desire of the parties hereto that problems experienced by members shall be addressed as quickly as possible, and it is understood that a member has no grievance until they have given the Unit Manager the first opportunity to address the problem. Following this, should a member wish to discuss the problem with their Steward, they will request the Unit Manager to arrange a meeting between the member and their Steward. Such meeting will take place within three (3) working days. If a written grievance is filed with the Assistant Director, it must be filed within seven days after the circumstances giving rise to the grievance have occurred and shall proceed in the following manner and sequence.

Step No. l

The member may submit a written grievance to the Assistant Director on the form provided by the Union. It will be signed and dated by the member involved and in all cases by their Steward. It will be identified by a number issued by the Lead Steward. The Assistant Director will acknowledge the receipt of the grievance with their signature and the date received. Within three working days a tentative hearing date should be set. At the grievance hearing a Steward will be present. The nature of the grievance, the remedy sought and the sections of the Agreement which are alleged to have

been violated shall be set out in the grievance. The Assistant Director will deliver their decision in writing within three working days of the hearing to the grievor and the Lead Steward.

Step No. 2

Within three (3) working days of the Assistant Director's decision under Step No. l, the grievance may be submitted to the Director, Hospitality Services, and within five (5) working days a tentative hearing date should be set. At the grievance hearing the Lead Steward, Steward and the grievor will be present. The Director, Hospitality Services will deliver their decision in writing within three (3) working days of the hearing.

Step No. 3

Within four (4) working days of the Director's, Hospitality Services, decision under Step No. 2, the grievance may be submitted to the Director, Human Resources (Staff Relations) or their designate, and within five (5) working days a tentative hearing date should be set. At this grievance hearing the CUPE Representative and/or the Lead Steward, the Steward and the grievor will be present. The Director, Human Resources (Staff Relations) will deliver their decision in writing within four (4) working days of the hearing.

.04 Where no answer is given within the time limits specified in the Grievance Procedure the member 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, or as mutually extended, shall be deemed to have been abandoned.

.05 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union

will be final and binding upon the Employer and Union and the member(s).

.06 A grievance as defined herein arising directly between the Employer and the Union shall be originated under Step. No. 3. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting a member or members which such member or members could themselves institute and the regular grievance procedure shall not be thereby by-passed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within seven working days after the circumstances giving rise to the grievance have occurred.

(a) An Employer grievance entered under .06 above will be submitted to the CUPE Representative. The CUPE Representative will deliver their decision in writing within four working days of the hearing provided for in Step No. 3.

.07 Failing settlement under the Grievance Procedure, such grievance may be submitted to Arbitration as set forth in Article 16. If no written request for Arbitration is received within twenty (20) working days after the decision under Step No. 3 is given, it shall be deemed to have been settled and not eligible for Arbitration.

.08 All grievances initiated at Step No. 2 or Step No. 3 require all information contained on the Step 1 grievance form be completed with the exception of the Supervisor's decision and signature.

.09 Wherever “working days” are referred to in Article 15, 16, and 18, such days shall not include Saturdays, Sundays, or Holidays.

ARTICLE 16 – ARBITRATION PROCEDURE

.01 The Parties may mutually agree to mediation prior to proceeding to Arbitration. If the Employer or the Union requests that a grievance as provided in Article 15 be submitted to Arbitration, it shall make such

request in writing addressed to the other party. Grievances shall be heard by a single arbitrator. The party applying for arbitration shall provide the responding party with a list of up to five (5) Arbitrators for considerations. Within five (5) working days thereafter the other party shall either accept one (1) Arbitrator from the list, or submit a list of up to five (5) Arbitrators to the aggrieved party for consideration. If no sole Arbitrator can be agreed on from this list within a further ten (10) days, either party may then request the Minister of Labour for the Province of Ontario appoint an Arbitrator.

.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

.03 The Arbitrator shall not have jurisdiction to alter, modify, amend, add or delete any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

.04 No matter may be submitted to Arbitration which has not been properly carried through the Complaint and Grievance Procedures, except that the parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.

.05 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive beyond seven (7) days before the complaint was discussed with the Supervisor or as lodged by the Employer or Union under Section .06 of Article 15.

.06 The written decision of the Arbitrator will be final and binding upon the parties hereto, and the members.

.07 The parties will jointly bear the fees and expenses of the Arbitrator.

.08 Notwithstanding Article 16.01, either party may request a Board of Arbitration.

ARTICLE 17 – TERMINATION NOTICE

.01 Should the employer terminate a member for redundancy reasons or for cause, other than in extreme cases such as willful misconduct, disobedience or willful neglect of duty, the member will be entitled to a combination of termination notice, and severance pay in accordance with the following schedule:

Period of Employment	Termination Notice	Severance Pay
Under 3 months' service	None	None
3 months to less than 2 years' 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 or 2080 hours of service to a maximum of eight weeks or 320 hours.	One week for each year of service to a maximum of 26 weeks

.02 In extreme cases such as willful misconduct, disobedience or willful neglect of duty, the member will be interviewed and may be suspended from work, with or without pay, the case considered, and then employment may be terminated without prior notice or warning.

ARTICLE 18 – DISCIPLINE, SUSPENSION OR DISCHARGE

.01 In the event that a member is suspended without pay for any reason, the Employer agrees to confirm such suspension in writing to the member and to the Lead Steward of the Union within two (2) working days.

.02 The Union recognizes that it may on occasion be necessary to suspend a member from the work place without a Steward present. If such action is taken the Employer agrees to notify the Union as soon as possible and review this action with the member and the Lead Steward within two (2) working days. Under no circumstances shall a member be disciplined under this Article without the presence of a Steward or Lead Steward.

.03 Should a member feel that they have been unjustly suspended or discharged, they shall by the end of the fifth (5th) working day following receipt of the written notice of suspension or discharge file a grievance at Step No. 2 of the grievance procedure under Article 15.

.04 If the Employer's suspension or dismissal action is found to be unjust and the member is to be reinstated, in no case is the monetary compensation to exceed the amount which the suspended or discharged member would have earned during normal working hours through the period that they were unable to work because of the suspension or discharge action. Furthermore, if the member was otherwise employed during their period of suspension or discharge, such earnings from the other employer are to be deducted from the monetary compensation outlined in the previous sentence.

ARTICLE 19 – VACATIONS

.01 Part Time Employees will receive vacation pay in each pay period, in accordance with minimum requirements of the Employment Standards Act of Ontario.

.02 Subject to .05 below Continuing and Sessional joining the bargaining unit on or after September 1, 1982 earn vacation pay based on the length of continuous service from the date of last hire as set out below:

(a) A member earns vacation at the rate of 6% of salary* for each year of the first six (6) completed years of continuous service.

(b) Upon completion of six (6) full years of continuous service vacation is earned at the rate of 8% of salary* per year.

(c) Upon completion of nineteen (19) full years an additional 2% of salary* will be provided, and thereafter, vacation is earned at a rate of l0% of salary* per year.

.03 Employees may take their accrued vacation entitlement or a portion thereof, subject in all cases to the prior approval of the Manager and the functional requirements of the Employer.

.04 Vacation entitlement will not be permitted to accrue beyond the equivalent of thirty (30) days salary* without the prior approval of the Manager.

.05 There will be no vacation earned during layoffs, unpaid leaves of absence, or during periods of Long-Term Disability or Worker's Compensation benefits beyond the initial sick leave period.

.06 Employees vacation time-off will be provided in accordance with the following schedule:

Employees Earned Vacation Pay Rate	Vacation Time Off
6%	3 weeks
8%	4 weeks
10%	5 weeks

.07 Sessional employees defined in Article 2, Section .03(b) will not be eligible for vacation time-off as outlined in section .06 above.

* Salary - for the purposes of this Article "salary" will be defined as current earnings.

.08 When an employee's type converts from Sessional to Continuing their vacation pay rate and time off will be converted and to a maximum carryover of 10 days (remainder will be paid out) and the employee will be able to use their vacation as outlined in Section .03.

.09 The Employer shall provide written confirmation of having received a vacation request and shall provide written approval of said vacation requests within fifteen (15) working days of submission.

ARTICLE 20 – LONG TERM RECOGNITION

.01 Members covered by this Agreement will be eligible for the benefits provided for under the current University policy - Service Recognition Policy 3.5 in the Manual of Administrative Policies and Procedures. For further information contact the Department of Pensions & Benefits.

.02 For purposes of this Article, service shall accrue from the date of last hire with the University.

ARTICLE 21A – PREGNANCY LEAVE

.01 The employer provides a pregnancy leave policy for employees to assist them in the continuance of their service at the University.

.02 Should an employee not wish to continue their employment relationship with the University following their pregnancy, theymay either resign or reapply 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.

.03 Employees are encouraged to discuss the nature of their ongoing commitment to the University with their Supervisor prior to the initiation of the leave.

.04 Upon return to work, the employee is to return to the same position and salary.

.05 (a) The Employer provides for an unpaid pregnancy leave for employees who have worked for the University for at least 13 weeks of continuous service at the time the leave commences, or as otherwise required by the Employment Standards Act.

(b) The University provides a Supplemental Employment Insurance Benefits (S.E.I.B.) plan for Continuing employees who have worked for the University for at least (1) year as of the probable date of delivery.

.06 A Continuing employee is expected to work for the University for at least six months following the date of their return from their pregnancy leave. Should an employee not satisfy this condition, they will be indebted to the Employer for the sum of the monies paid to them by the Employer during their Pregnancy leave.

.07 Pregnancy leave is a flexible leave for up to seventeen weeks with pay and benefits for Continuing Employees as specified in Section .08 and .09 below.

.08 A Continuing employee who qualifies for S.E.I.B. under clause .05(b) 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 waiting period prior to the commencement of Employment Insurance Benefits, if any; and

(b) Upon commencement of Employment Insurance Benefits, the difference between 55% of the employee's salary up to the maximum insurable earnings for Employment Insurance and 95%

of the employee's salary at the time of the initiation of the leave, not to exceed sixteen weeks, paid by the Employer, provided the employee makes application for and qualifies for S.E.I.B.

(c) A Continuing Employee who qualifies for S.E.I.B. without a waiting period described in clause (a) is entitled, upon commencement of Employment Insurance Benefits, to the difference between 55% of the employee's salary up to the maximum insurable earnings for Employment Insurance and 95% of the employee's salary at the time of the initiation of the leave, not to exceed seventeen weeks, paid by the Employer, provided the employee makes application for and qualifies for S.E.I.B.

(d) In no Case will the Total amount of the S.E.I.B., Employment Insurance gross benefits and any other earnings received by the employee exceed 95% of the employee's salary at the time of the initiation of the leave.

(e) Continuing Employees do not have a right to this payment except for supplementation of Employment Insurance benefits during the unemployment period as specified in this article.

.09 During the period of paid pregnancy leave, the Employer will continue the Continuing Employee on full benefits through regular payroll deductions.

.10 Pregnancy leave may be initiated by that employee at any time within seventeen weeks prior to the expected delivery date or such other time as may be required by the Employment Standards Act.

.11 Pregnancy leave ends no later than seventeen weeks from the beginning of the leave, or as otherwise required by the Employment Standards Act.

.12 Leave in excess of seventeen weeks required for medical reason relating directly to an employee's pregnancy and/or delivery of an infant may be treated in accordance with Article 30 Sick Leave. In such case, the employee should immediately contact the Supervisor.

.13 Leave 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 29 Leave of Absence.

.14 Vacation entitlement and seniority will continue to accumulate during this leave.

.15 The Employee should make application through their Supervisor for pregnancy leave at least three months in advance of the expected date of delivery (as confirmed by a doctor's certificate).

.16 Sessional and Part Time employees defined in Article 2 will be eligible for Pregnancy Leave in accordance with the provisions of the Employment Standards Act.

ARTICLE 21B – PARENTAL LEAVE

.01 Subject to any requirements for a greater number of weeks by the Employment Standards Act, an employee with thirteen weeks of continuous service is eligible for a flexible sixty-one weeks leave period if the member has also taken a Pregnancy Leave or up to sixty-three weeks otherwise, extended to the parents of a newborn or newly adopted child, as outlined in this article.

(a) The birth mother of a newborn child is eligible for such leave 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) A parent who is not the birth mother of a newborn child is eligible for the leave within seventy-eight weeks after the child is born or comes into the full custody, care and control of the parent for the first time, or such greater number as may be required by the Employment Standards Act.

.02 Employees shall provide their Supervisor 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.

.03 Employment Insurance benefits may be claimed by one parent or shared between both parents.

.04 A Continuing employee who has not received S.E.I.B. as outlined in the Pregnancy or Adoption Leave, may qualify for S.E.I.B. for up to seventeen weeks of their Parental Leave on the same terms and conditions as the S.E.I.B. are provided to employees for Pregnancy or Adoption Leaves. In the case where both parents are employees of The University of Western Ontario, S.E.I.B. related to the birth or adoption of a child may be taken by one parent or shared between the two parents.

.05 Vacation entitlement and seniority will continue to accumulate during this leave.

.06 During the period of paid parental leave, the Employer will continue the Continuing Employee on the benefits normally fully paid by the Employer.

.07 Sessional and Part Time employees defined in Article 2 will be eligible for Parental Leave in accordance with the provisions of the Employment Standards Act.

ARTICLE 21C – ADOPTION LEAVE

.01 The Employer provides an adoption leave policy for employees to assist them in the continuance of their service at the University.

.02 Employees are encouraged to discuss the nature of their ongoing commitment to the University with the Supervisor prior to the initiation of the leave.

.03 Upon return to work, the employee is to return to the same position and salary.

.04 The Employer provides benefits for adoption leave for Continuing employees who have worked for the University for at least one year as of the probable date of the receipt of a child into an adopting parent's care and custody.

.05 The adopting parent who applies for leave under these provisions must show conclusive evidence that they are the parent who will have the primary care of the adoptive child as established on The Employment Insurance Commission's files. In the case where both parents are employees, only one employee may take leave under sections .07 and .08 below.

.06 A Continuing Employee is expected to work for the Employer for at least six months following the date of return from adoption leave. Should a Continuing Employee not satisfy this condition, they will be indebted to the Employer for the sum of the monies paid to them by the Employer during their adoption leave.

.07 Adoption leave is a flexible leave for up to seventeen weeks with pay and benefits as specified in .08 and.09 below.

.08 A Continuing employee who qualifies for adoption leave under the provisions of this Article 21C is eligible for Supplemental Employment Insurance Benefits (S.E.I.B.) as set out below:

(a) 95% of the salary at the time of the initiation of the leave paid by the University for the initial waiting period prior to the commencement of Employment Insurance Benefits, if any; and

(b) Upon commencement of Employment Insurance Benefits, the difference between 55% of the employee's salary up to the maximum insurable earnings for Employment Insurance and 95% of the employee's salary at the time of the initiation of the leave, not to exceed sixteen weeks, paid by the Employer, provided the employee or sessional makes application for and qualifies for S.E.I.B.

(c) A Continuing employee who qualifies for S.E.I.B. without a waiting period described in clause (a) is entitled, upon commencement of Employment Insurance Benefits, to the difference between 55% of the employee's salary up to the maximum insurable earnings for Employment Insurance and 95% of the employee's salary at the time of the initiation of the leave, not to exceed seventeen weeks, paid by the Employer, provided the employee makes application for and qualifies for S.E.I.B.(d) In no case will the total amount of the S.E.I.B., Employment Insurance gross benefits and any other earnings received by the employee exceed 95% of the employee's salary at the time of the initiation of the leave.

.09 During the period of paid adoption leave, the Employer will continue the employee on full benefits through regular payroll deductions.

.10 Adoption leave for an employee who is adopting a child may be initiated as of the date on which the child comes into the employee's care and custody and will end no more than seventeen weeks from that date.

.11 Vacation entitlement and seniority will continue to accumulate during this leave.

.12 An employee shall provide the Supervisor as much advance notice as possible of the employee's intention to adopt and discuss future plans with regards to employment with the University.

.13 Sessional and Part Time employees defined in Article 2 will be eligible for Parental Leave in accordance with the provisions of the Employment Standards Act.

ARTICLE 22 – EDUCATIONAL ASSISTANCE

.01 The Educational Assistance plan is established for the purpose of encouraging members to obtain additional education to assist in their career development on their own time and to provide financial assistance to those who do so.

.02 The assistance is available to those members who are on payroll at the beginning and the completion of the course(s) involved. (Course completion date is the last day classes are held or the exam date, whichever is later.)

.03 The course(s) must be related to the present work duties or anticipated career plan for the member within the Employer. A course is defined as a series of academic lectures which culminates in an examination and/or grade being awarded.

(a) For courses taken for credit at The University of Western Ontario, the member will be reimbursed l00% of the equivalent undergraduate tuition fee per course. Tuition fees eligible for payment do not include any supplementary expenses such as books, lab fees or activity fees.

(b) For other courses, reimbursement will be on the basis of the tuition fee and materials fees (except books) of each course to a maximum of the tuition cost of two full undergraduate course in the Faculty of Arts and Humanities at The University of Western Ontario per year (the year being June 1 to May 31). A maximum of $100.00 will be reimbursed on submission of receipt upon the successful completion of a course for the purchase of textbooks.

(c) The course completion date will be the date used to determine the year to which the policy will apply.

.04 If the Assistant Director agrees to a course being taken during a regularly scheduled shift, the Manager will establish alternate working arrangements.

.05 The Employer may request members to take certain courses of study or seminars which will be advantageous to both the member and to the University itself. In such instances, the Hospitality Services division of the Department of Housing & Ancillary Services will bear the full cost and will grant the employee sufficient time away from normal duties to pursue the course of study.

.06 Provided a member has completed a course for credit at The University of Western Ontario under the Educational Assistance Policy, the tuition fee (excluding activity fee) for all future credit courses at the University of Western Ontario will be paid in advance by the Employer, subject in all cases to all other requirements of the Educational Assistance Policy being met.

Member's Procedures

.07 Applications for Educational Assistance are available in Human Resources, Room 5100 Support Services Building.

.08 Completed applications, with the required documentation attached, are to be forwarded to Human Resources for authorization prior to commencement of the course(s).

.09 Applicants will be advised as soon as possible whether their application has not been approved.

.10 Once the course has been completed, proof that the course was passed and the tuition fee paid (fee receipt) must be submitted to Human Resources.

.11 Reimbursement shall be by direct payment to the member or paid in advance as per provision .06 above.

.12 Effective 2006, a tuition scholarship program for dependent children of employees enrolled in full time studies at Western or affiliated university colleges is provided. The scholarship is $2,500 effective September 1, 2021 per annum with the following criteria/conditions:

- The employee must be a Continuing or Sessional Employee.

• The student must be under the age of 26 years and enrolled as a full-time student in a degree program at the University of Western Ontario (main campus; affiliated colleges are included).
• Accessibility to the tuition scholarship is limited to four years, though not necessarily consecutive years.
• Progression requirements (currently 70% average in previous academic year or last year of formal education) must be satisfied to maintain eligibility. If the dependent does not progress, they must pay the cost required to re-establish the program.

ARTICLE 23 – BEREAVEMENT LEAVE

.01 A member grieving the loss of an immediate family member as defined as spouse, parent, step parent, grandparent, grandparent in-law, grandchild, stepchild, mother in-law, father in-law, daughter, daughter in-law, son, son in-law, brother, brother in-law, sister, or sister in-law will be granted three days leave of absence without loss of pay as may be necessary to make arrangements for and/or to attend the funeral or memorial service or to provide required associated services.

.02 Upon request, a member will be granted one day without loss of pay as may be necessary to make arrangements for and/or attend the funeral or memorial service or to provide required associated services for non-immediate family members.

.03 Upon request such additional time off with or without pay may be granted at the discretion of the Director or their designate as is necessary to make arrangements or for long distance traveling.

Note: the definition of spouse and extended family members is deemed to include common-law spouse and/or same sex partner.

.04 Notwithstanding 2.04(c) Part Time Employees grieving the loss of an immediate family member as defined in article 23.01 will be granted one scheduled shift without loss of pay to make arrangements for and/or attend the funeral or memorial services or to provide required associated services.

ARTICLE 24 – COMPASSIONATE LEAVE

.01 When members require time off because of extra-ordinary or compassionate circumstances (e.g. to attend funerals of friends and non-immediate family, to attend to urgent health needs of their family, to obtain legal counsel) the Employer may give time off to the member provided the member uses accrued vacation or overtime to offset the loss in time or by agreement with the Supervisor makes up the time.

.02 Members will be required to explain the need for such absence and any time off will be limited to those needs which cannot be attended to outside working hours.

.03 An employee may take a Family Medical Leave of absence, without pay, to provide care or support to a seriously ill family member. Such leave shall be taken in accordance with the provisions of the Employment Standards Act, 2000 and arranged with the Unit Manager.

Where an employee requests a leave for the care of sick family members, or for the medical appointment of a family dependent who is unable to travel alone, the employee is eligible to use a floating holiday if eligible, or accrued vacation, or may make mutually agreeable arrangements with the supervisor to make up the time. The employee must make all reasonable efforts to keep such absences from work to a minimum.

ARTICLE 25 – GUARANTEED HOUSING LOAN

.01 Employees covered by this Agreement will be eligible to apply for assistance as delineated in the current University policy - Guaranteed Housing Loan Plan, Policy 2.7. For further information and application forms contact the office of the Comptroller in the Department of Finance.

.02 Sessional and Part Time employees will **not** be covered under this Article.

ARTICLE 26 – HEALTH CARE APPOINTMENTS

.01 Whenever possible, members will arrange medical, dental, and Employee Assistance Program appointments at times other than working hours.

.02 When it is not possible to make health care appointments outside working hours, members will arrange their appointments as near as possible to the beginning or end of the work day.

.03 If health care appointments must be made during working hours, the member's immediate supervisor should be notified several days in advance of the appointment if possible.

.04 Appointments for health care will normally be considered leave of absence with pay.

ARTICLE 27 – HOLIDAYS

.01 All members, subject to the provisions of this Article, shall receive pay at their earning rate for the following statutory holidays provided the Employer, at its discretion, may determine the precise date on which the holidays are honoured:

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

.02 In addition, each member is entitled to two floating holidays to be taken, subject to the work requirements of the section, at the member's request. Such request should be made by the employee at least one week in advance of the specific holiday.

.03 A member is eligible for holiday pay as described above if present on their regular scheduled shift immediately preceding and immediately

following the holiday unless any absence is for reason satisfactory to the Employer.

.04 When the President's Day falls on a day which is not normally a working day, an alternate day will be specified by the Employer.

.05 When one of the above holidays falls on the regular day off or during vacation of any member, another day off shall be arranged by the agreement of the individual and the Supervisor.

.06 When one of the above holidays falls during sick leave or an approved leave of absence, no entitlement will accrue to the member.

.07 Members who are required to work on a holiday under .01, shall receive their regular pay plus overtime as defined in Article 14 section .04, for all hours worked on that statutory holiday.

.08 For all cases, the method of reimbursement should be agreed to by the member and the Supervisor prior to the work being undertaken on a holiday. If time off is the agreed-upon method of reimbursement, such entitlement must be used during that same or following five months.

.09 Members will not be paid for any of the above holidays should they fall during an unpaid leave of absence or layoff.

.10 The rate of pay for the purpose of this Article will be calculated in accordance with the Employment Standards Act, except that a day in which an employee only works overtime (and the wages earned on such day) shall be excluded when calculating the number of days an employee worked in the relevant period. Members will receive their regular daily scheduled shift for each of the following holidays: New Years Day, Christmas Day, Boxing Day, President's Day and two (2) Floating Holidays. To determine regular daily scheduled shift for each member, the University will use the established work schedule during the preceding academic term (September to December).

.11 For the purpose of calculating overtime Article 14.04, hours paid on the holidays listed in 27.01 and 27.02 will be considered hours worked.

ARTICLE 28 – JURY OR WITNESS DUTY PAY

.01 A member who is subpoenaed for jury or crown witness duty will receive for each day of absence thereof the difference between the member's regular pay computed at the member's base hourly rate and the amount of jury or witness fee received, provided that the member furnishes the Employer with a certificate of service signed by the Clerk of the Court showing the amount of jury or witness fee received.

ARTICLE 29 – LEAVE OF ABSENCE

.01 Subject to the work requirements, the employer may in its discretion, continue to grant leaves of absence without pay to members for legitimate personal reasons.

.02 Vacation is not earned during unpaid leaves of absence longer than 2 weeks.

.03 Subject to the work requirements, the Employer may in its discretion grant a leave of absence with pay for up to two (2) members who are elected or appointed to represent the Union at Divisional and National Conventions of the Canadian Union of Public Employees. The Union agrees to reimburse the Employer for the full cost of wages paid to those members granted leaves under this Section. It is further understood that the total of such leave requests will not exceed twenty (20) working days per member within any twenty-four (24) month period.

.04 A member who is elected or selected for a full-time position with the Union of any body with which the Union is affiliated or is elected to Public Office, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of one (l) year; such leave may be renewed in successive years provided that the leave of absence shall not exceed four (4) years in total.

.05 Subject to the work requirements, the Employer may in its discretion grant a leave of absence with pay in accordance with the following:-

(a) As a matter of convenience to those persons who are elected to the Executive Committee of the Union, the University agrees to continue payment of wages at the normal rate of pay for the period of time members of the Union Executive Committee are in attendance at regular Union meetings. In consideration of the Employer's action in this regard, the Union agrees to reimburse the Employer for the full cost of the wages paid to members of the Union Executive Committee while in attendance at regular Union meetings upon the receipt of an invoice to be provided to the Treasurer of the Union by the Employer. Nothing in the within clause shall be so interpreted or construed as to require the Employer to pay wages for attendance at regular meetings of the Union held outside the scheduled working hours of a member. If mutually agreeable between the Employer and the member, the member may make up the time.

(b) Further, the University agrees to continue payment of wages at the normal rate of pay for the period of time Stewards are in attendance at regular membership meetings if held during their scheduled working hours and provided the University has received written notification of intent three (3) working days prior to the date of the said meeting. In consideration of the Employer's action in this regard, the Union agrees to reimburse the Employer for the full cost of the wages paid to Stewards while in attendance at regular membership meetings upon the receipt of an invoice to be provided to the Treasurer of the Union by the Employer. Nothing in the within clause shall be so interpreted or construed as to require the Employer to pay wages for attendance at regular membership meetings of the Union held outside the scheduled working hours of a member. If mutually agreeable between the Employer and the member, the member may make up the time.

ARTICLE 30 – SICK LEAVE

.01 Subject to .06 below, members are eligible to receive full salary while absent from work due to illness or injury to a maximum of 15 consecutive weeks, except as described in .01(a) and (b) below**.**

(a) A member is entitled to the unused portion of the original 15 week period of sick leave if there is a recurrence of the same or related illness or injury during the first 3 weeks following an employee's return work on a full-time basis. Return to work on a full-time basis means the employee is able to work their normal weekly schedule and perform the essential duties of their classification.

(b) A member is entitled to the unused portion of the original 15 week period of sick leave if any illness or injury occurs while the member is participating in a Rehabilitation and Accommodation program.

.**02** Subject to .01 above, members who return to work on a full-time basis from any sick leave regardless of duration are again eligible for the full 15 weeks of sick leave. Return to work on a full-time basis means the member is able to work their normal weekly schedule and perform the essential duties of their classification.

.03 (a) The Employer and the Union support the application of the Rehabilitation and Accommodation Program which applies a collaborative and proactive approach to supporting ill or injured members in remaining at or returning to work regardless if the illness or injury was work related. Employees will participate in such a program, if possible, in light of their medical condition. The Program is focused on the coordinated efforts of the member, their physician, their Unit Manager and the Rehabilitation Coordinator.

(b) The Joint Rehabilitation and Accommodation Committee shall be structured with equal management and union members, to facilitate the rehabilitation and accommodation process. To enhance the effectiveness of the Committee, the Employer will endeavour to support the Committee through appropriate education and resources.

.04 The Employer reserves the right to require medical certification of illness or injury and/or a medical examination by a qualified physician. The Employer may request an additional medical certification of the injury and/or a medical examination by a second qualified physician of the Employer's choice. Any costs associated with the second certification will not be at the member's expense.

(a) In any event, at the beginning of an absence and at regular intervals thereafter (e.g. every two weeks), the member will keep their Supervisor informed of their medical status and tentative return to work date.

(b) At the time of their return to work after each sick leave absence of two weeks or more the member must provide their Supervisor with a physician's note certifying that the member has been in the care of a physician and:

1) that the member is able to return to work on a full time basis without restrictions,

or

2) that the member is able to return to work, with the nature and duration of any work restrictions described.

.05 All WSIB allowances will be received directly by the Employer for the first l5 weeks of sick leave during which time full pay will be given to the member. If the disability continues, WSIB will pay the employee directly.

.06 Vacation is not earned during periods of Long-Term Disability or WSIB benefits beyond the initial sick leave period.

.07 Sessional employees will become eligible for Sick Leave Benefits under this Article in August of each year only if these individuals have returned to work and completed two consecutive weeks of regular scheduled work. Regular scheduled work will include a person on a modified work schedule.

.08 Neither the sick leave benefits nor other components of this Article are available to Sessional employees while on lay-off or during a period for which they would normally be on lay-off.

ARTICLE 31 – CLOTHING

.01 Each member shall be entitled to:

(a) Hospitality Services uniforms shirts when required for replacement (maximum of 3 per year), purchased and supplied by the Employer for a member and laundered by a member; in the years where uniform styles change, the Employer will issue a maximum of 4 per year.

(b) Pants when required for replacement (maximum of 2 per year), purchased and supplied by the Employer for the member and laundered by the member. Members may purchase their own pants or skirts and can be reimbursed by the employer up to the cost of the pants supplied by the employer;

(c) Uniforms for Cooks and Chefs will be supplied and laundered by the Employer.

.02 On special occasions, members may be required to wear banquet uniforms.

.03 Parkas and mittens will be made available for use by members entering freezers and working out-of-doors.

.04 Shoes will be provided where required in accordance with the following:

(a) Where safety-toe and non-skid soles are required, the Employer agrees to pay up to $120 annually for the purchase of such shoe and will be paid once a year on or about December 1st.

(b) Where non-skid soles are required, the Employer agrees to pay up to $110 annually for the purchase of such shoe and will be paid once a year on or about December 1st.

(c) Sessional as defined in Article 2.03 (b) will be paid up to $50 annually for insoles.

ARTICLE 32 – EMERGENCY CLOSING POLICY

.01 Members will suffer no loss in pay when the University is officially closed for emergency reasons on their regular scheduled day.

.02 In addition to any entitlement under .01 above, members reporting for work when requested under this Article shall receive overtime as defined in Article 14, Section .04

ARTICLE 33 – STAFF BENEFITS

.01 Except as noted below, Employees under this Agreement will be provided with Staff Benefits funded as outlined in Appendix B, and in accordance with the terms in effect at the expiry of the previous contract of the Group Insurance Benefits Contract (Manulife Policy 087220), the Pension Plan for Administrative Staff and the Benefits Booklet as outlined on the Human Resource website.

(i) Effective July 1, 2012, the definition of eligible dependent children will change to

Child* means the natural, legally adopted, step or foster child of the Employee or Spouse, who is unmarried, not engaged in full-time employment, dependent on the Employee or Spouse for financial support and under age 21. However, a child age 21 and older who meets all other requirements of this definition will continue to be eligible for coverage under this Contract provided the Child is:

- under age 25- and enrolled and in full-time attendance at an accredited educational institution which provides a recognized certificate of accreditation on completion, or
- incapable of self-support due to mental or physical infirmity which began while the Child was covered as the Employee's Dependent.

.02 When a Continuing Employee is on layoff or unpaid leave and the salary is not sufficient to pay the required employee contributions to the benefits programs, the contributions of the employer towards the benefits programs are discontinued. Employees may continue these benefits at full cost to themselves by making appropriate arrangements with the Human Resources Department at the time of layoff or leave.

.03 During periods of Long-Term Disability or WSIB where no salary is being paid by the Employer, all compulsory group insurance and pension benefits in force at the commencement of the sick leave will be continued by the Employer. Employees may continue any voluntary group insurance benefits by making arrangements with the Human Resources Department for payment of those voluntary benefits they wish to continue.

.04 Unless specifically provided for under the Pension Plan for Administrative Staff, Sessional and Part Time Employees will not be covered under this Article. However, Sessional Employees will receive an additional payment of $1.00 per hour for each straight time hour worked in order to cover the benefit differential. This additional payment will not be included for the purpose of computing any premium or overtime payment.

Sessional and Part Time employees may participate in the Pension Plan for Administrative Staff provided they satisfy the eligibility requirements of the Plan.

(a) **Effective January 1, 2023,** Sessional and part time employees who meet the qualifications for the Pension Plan for Administrative staff as an other than a Full-Time Administrative Staff Employee, will be automatically enrolled

in the pension plan and begin contributing to the plan in accordance with the official Pension Plan documents unless the Sessional or Part Time employee informs the University in writing of their irrevocable election to not participate, within 30 days of beingenrolled.

(b) **Effective January 1, 2023,** Full-time Employees are required to become a Member of the Plan no later than the first day of any month coinciding with or following the date of employment as a Full-Time Administrative Staff Employee, as a condition of employment.

(c) Contributions to the Pension Plan shall be made for Full-time employees and eligible Sessional and part time employees in accordance with the current official plan documents, namely as follows:

University contributions:

7.5% of Pensionable Earnings if service under 10 years; or

8.0% of Pensionable Earnings if service more than 10 years, but less than 20 years; or

8.5% of Pensionable Earnings if service more than 20 years.

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

Employee Required contributions:

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

Employee Voluntary contributions:

An Employee may elect to make additional voluntary contributions to the Pension Fund provided that such contributions shall be limited to the money purchase limit as defined by the Income Tax Act.

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

.05 For the purpose of establishing an annual salary for benefit levels and deductions the following method will be utilized:

(a) Current Employees - the "salary" will be equivalent to the previous fiscal year's (May l - April 30) base earnings (exclusive of overtime) incremented by the base percentage increase negotiated in the following year's agreement. This "salary" amount will become effective on July 1st of each year and remain in effect until the following year effective date.

(b) New Employees - the "salary" will be estimated based upon management's projection of the employee's income until sufficient time has elapsed to determine the salary based upon the Current Employee's criteria above.

.06 Post Normal Retirement Age (65) Benefits

After attaining Normal Retirement Age a Continuing employee will be eligible for the following benefits programs, provided they remain actively employed on a full time basis:

- Pension Plan for Administrative Staff (contributions will continue up until the earlier of your retirement date, age plus service is 95, or the end of the year you attain age 69)
- Dental Plan, Extended Health, Vision Care and Out of Country coverage Plan. Employees who have reached Normal Retirement Date will use the Ontario Drug Benefit(ODB) as first payer, if eligible. Any drugs not covered by ODB that are covered by the University Plan may be submitted for reimbursement.
- a $15,000 Life Insurance Benefit while continuing to work on a full time basis past age 65.
- Parental Leave
- Compassionate Leave
- Bereavement Leave
- Educational Assistance
- Vacation
- Long Service Awards
- Employee Assistance

After achieving Normal Retirement Age the following benefits programs for active Continuing employees will cease:

- Long Term Disability
- Basic Life Insurance, Optional Life Insurance, Dependent Life Insurance
- Voluntary Personal Accident Insurance

Employees may elect to convert the amount of life insurance in force as at Normal Retirement Date, up to a maximum of $200,000, to a private policy within 31 days. Premiums for this private policy are 100% paid by the employee. Voluntary Personal Accident Insurance in force may also be converted to a private policy.

.07 Post Retirement Benefits

Continuing Employees who have 10 years of Seniority at their retirement date will be entitled to Extended Health, Dental, Vision Care and Life Insurance Plans in their retirement. The Extended Health, Dental and Vision Care Plans will be the same as is in effect for Retirees as of June 30, 2011. The Life Insurance Plan will be a $15,000 benefit. Out of Country Emergency Travel is provided to retired employees for the first 60 days of each trip and up to a maximum of $200,000 per person per trip.

.08 Effective January 1, 2024, a Health Care Spending Account (HCSA) will be provided for active Continuing employees for the purposes of reimbursement of medical expenses not otherwise covered by the Benefit Plans. Eligible expenses include expenses that qualify for the medical expense tax credit, as defined by the Income Tax Act (Canada) and its Regulations. Each Continuing active employee will be allocated $525 per calendar year (for family coverage) or $300 per calendar year (for single coverage) for their HCSA. Unused funds from the HCSA may be carried forward one calendar year, but not beyond. HCSA allocations remaining unused at the end of the second calendar year will be forfeited.

ARTICLE 34 – CONTRACTING OUT

.01 Should there be "contracting out" of any job covered by the scope of this Agreement in whole or in part during the course of this Agreement, the Employer shall make every effort, consistent with its obligation to operate in an efficient and economical manner, to retain members displaced thereby, by granting such members an opportunity for on-the-job retraining, (as provided for in 04 (i) below if necessary, for available jobs within the bargaining unit and no member will be laid off as an immediate result thereof.)

.02 Ninety (90) days prior to the "contracting out" of any job (in whole or in part) which would result in the lay-off of a member during the course of the agreement, the Employer shall:

(a) provide the union with the economic data related to the "contracting out" and discuss with the union the nature and rationale of the action,

(b) discuss any alternate means of achieving the necessary level of efficiency and economies, and

(c) where possible use attrition to minimize the impact on the employees.

.03 In the event a member is to be laid-off as a direct result of contracting out by the Employer they will receive notice or pay in lieu of notice or combination thereof equivalent to one week for each half year of completed service. This notice would be in addition to that provided in Article 17 - Termination Notice Section .01.

.04 Should a member be placed on a permanent lay off (i.e. leading to termination) the Employer will also provide the following assistance:

(a) if a position is open elsewhere in the bargaining unit at the permanently laid-off member's classification level or lower, the most qualified such member affected, who has the minimum

required qualifications, will be offered the position and provided a maximum of four (4) months job-related training.

(b) if a position is open outside the bargaining unit within the Employer, the permanently laid-off member will be given consideration provided the member is qualified to perform duties and responsibilities of that position. Human Resources (Planning and Recruitment) and the hiring Department will be responsible for assessing the qualifications and suitability of the candidate, and

(c) in the event the preceding options are not available, relocation counseling will be provided through Human Resources (Staff Relations) of the University.

ARTICLE 35 - WAGES

.01 The University agrees to pay the wages outlined in Appendix A.

ARTICLE 36 – CHRISTMAS DESIGNATED DAYS

.01 The University will designate between one and three days off during the Christmas period.

.02 Members who are scheduled to work on these designated days will be provided equivalent straight time off for all hours worked.

.03 Members will receive their regular daily scheduled shift for each of the Designated Days as defined in this Article. To determine regular daily scheduled shift for each member, the University will use the established work schedule during the preceding academic term (September to December).

.04 A member is eligible for pay under this clause if present on their regular shift immediately preceding and immediately following the

designated day unless any absence is for a reason satisfactory to the Employer.

ARTICLE 37 – DURATION

.01 This Agreement covers the period from July 1, 2023 until June 30, 2026 and shall continue automatically thereafter for periods of one year unless either party informs the other in writing not less than 30 days prior to the expiration day that it desires to amend or terminate this Agreement.

In witness whereof, the Parties have executed this Agreement as of the 9th day of June, 2023.

APPENDIX A – SALARY SCHEDULE

Rates Per Hour

Worked Hours required to progress to next level:

1,000 hours for Continuing, Sessional and Part Time Employees

As of July 1, 2023 - Continuing and Part-time *						
	1	2	3	4	5	6
Chef	26.59	27.39	28.21	29.06	29.93	30.83
Assistant Chef	19.95	20.55	21.16	21.80	22.45	23.13
Supervisor	21.53	22.18	22.84	23.53	24.23	24.96
Culinary Lead	19.24	19.82	20.41	21.02	21.65	22.30
Cook	18.12	18.66	19.22	19.80	20.39	21.01
Culinary Support	18.12	18.66	19.22	19.80	20.39	21.01

As of July 1, 2023 with $1.00 in lieu of benefits for Sessional Employees *						
	1	2	3	4	5	6
Chef	27.59	28.39	29.21	30.06	30.93	31.83
Assistant Chef	20.95	21.55	22.16	22.80	23.45	24.13
Supervisor	22.53	23.18	23.84	24.53	25.23	25.96
Culinary Lead	20.24	20.82	21.41	22.02	22.65	23.30
Cook	19.12	19.66	20.22	20.80	21.39	22.01
Culinary Support	19.12	19.66	20.22	20.80	21.39	22.01

*Note: Upward salary step placement on the new grid as at July 1, 2023 will be based on hours accrued as at May 1, 2023. Hours will reset to zero (0) and commence accruing effective July 1, 2023.

As of July 1, 2024 - Continuing and Part-time						
	1	2	3	4	5	6
Chef	27.39	28.21	29.06	29.93	30.83	31.75
Assistant Chef	20.55	21.16	21.80	22.45	23.13	23.82
Supervisor	22.18	22.84	23.53	24.23	24.96	25.71
Culinary Lead	19.82	20.41	21.02	21.65	22.30	22.97
Cook	18.66	19.22	19.80	20.39	21.01	21.64
Culinary Support	18.66	19.22	19.80	20.39	21.01	21.64

As of July 1, 2024 with $1.00 in lieu of benefits for Sessional Employees						
	1	2	3	4	5	6
Chef	28.39	29.21	30.06	30.93	31.83	32.75
Assistant Chef	21.55	22.16	22.80	23.45	24.13	24.82
Supervisor	23.18	23.84	24.53	25.23	25.96	26.71
Culinary Lead	20.82	21.41	22.02	22.65	23.30	23.97
Cook	19.66	20.22	20.80	21.39	22.01	22.64
Culinary Support	19.66	20.22	20.80	21.39	22.01	22.64

As of July 1, 2025 - Continuing and Part-time						
	1	2	3	4	5	6
Chef	28.21	29.06	29.93	30.83	31.75	32.70
Assistant Chef	21.17	21.79	22.45	23.12	23.82	24.53
Supervisor	22.85	23.53	24.24	24.96	25.71	26.48
Culinary Lead	20.41	21.02	21.65	22.30	22.97	23.66
Cook	19.22	19.80	20.39	21.00	21.64	22.29
Culinary Support	19.22	19.80	20.39	21.00	21.64	22.29

As of July 1, 2025 with $1.00 in lieu of benefits for Sessional Employees						
	1	2	3	4	5	6
Chef	29.21	30.06	30.93	31.83	32.75	33.70
Assistant Chef	22.17	22.79	23.45	24.12	24.82	25.53
Supervisor	23.85	24.53	25.24	25.96	26.71	27.48
Culinary Lead	21.41	22.02	22.65	23.30	23.97	24.66
Cook	20.22	20.80	21.39	22.00	22.64	23.29
Culinary Support	20.22	20.80	21.39	22.00	22.64	23.29

APPENDIX B –BENEFITS AND PENSION

BENEFITS FOR CONTINUING EMPLOYEE		
PLAN	**EMPLOYER SHARE**	**EMPLOYEE SHARE**
Basic Life Insurance	Full cost of first $25,000 of insurance + additional amounts to rebate for reduced Employer Employment Insurance premiums (currently $25,000 of insurance)	Full cost of insurance in excess of that paid by the employer
Optional Life Insurance	NIL	Full premium according to age and amount of insurance selected
Dependent Life Insurance	NIL	Full premium according to amount of insurance selected
Accidental Death and Dismemberment	NIL	Full premium according to amount of insurance selected
Extended Health Plan	85% of eligible expenses, 100% of eligible expenses with annual or per visit maximums;	15% of eligible expenses; maximum calendar year out of pocket for eligible expenses (combined with dental) is $450 for employees with single coverage or $900 for employees with family coverage

Vision Care (including Laser Eye Surgery)	Max $300 every 24 months $25 reimbursement for eye exams every 24 months	as required
Dental Plan	85% of basic eligible expenses, 80% of major eligible expenses	15% of basic eligible expenses, 20% of major eligible expenses; maximum calendar year out of pocket for eligible expenses (combined with Extended Health) is $450 for employees with single coverage or $900 for employees with family coverage

BENEFITS FOR CONTINUING EMPLOYEE		
PLAN	**EMPLOYER SHARE**	**EMPLOYEE SHARE**
Group Long Term Disability Insurance*	l00% of premiums. The benefit protects 70% of salary at date of disability after a 15 week sick leave	0% of premiums

* Effective May 1, 1992: the Long Term Disability Plan will have claim payments indexed by CPI to a maximum of 6%, as calculated annually effective January 1st of each year.

BENEFITS FOR CONTINUING AND SESSIONAL EMPLOYEES		
PLAN	**EMPLOYER SHARE**	**EMPLOYEE SHARE**
Dependent Tuition Scholarship: up to $2,500 per child per year for 4 years	100%	0%
Educational Assistance Plan: Western credit courses and equivalent of two credit courses per year when non-Western credit courses	100%	Amount in excess of the equivalent of two undergraduate credit course in the Faculty of Arts and Humanities.

GROUP INSURANCE BENEFIT PLAN AMENDMENTS

1. GENERIC SUBSTITUTIONS:

Where the drug dispensed is interchangeable with any other drug, the charges for such drug will not exceed the cost of the lowest priced interchangeable drug, unless the written prescription prohibits the dispensing of any substitute for the drug prescribed.

2. PRESCRIPTION DRUGS:

In the treatment of an injury or illness, the following drugs will be considered eligible expenses if dispensed by a licensed physician or dentist, or by a licensed pharmacist on the written prescription of a licensed physician or dentist;

a) drugs legally requiring a prescription in accordance with the Food and Drug Act, Canada or similar provincial legislation;

b) drugs not legally requiring a prescription, but which are in an injectable format, or are life-sustaining and identified under the following headings in the Therapeutic Guide section of the then current Compendium of Pharmaceutical and Specialties;

anti-anginal agents	anti cholinergic preparations	anti parkinsonism agents	anti-arrhythmic agents
bronchodilators	glaucoma therapy	anti hyperlipidemic agents	insulin preparations
hyperthyroidism therapy	oral fibrinolytic agents	parasympathomimetic agents	potassium replacement therapy
tuberculosis therapy	topical enzymatic debriding agents	anti-inflammatories	anti-histamines

3. FORMULARY:

CUPE 2692 agrees to participate equally with the administration and other employee groups in the establishment of a drug formulary.

4. DENTAL PLAN:

Regular Dental Examinations;

No benefit will be paid for more than one routine dental examination and cleaning for a covered person during any period a nine consecutive months.

5. LONG TERM DISABILITY:

During the first 24 months of absence, staff members will be considered to be disabled and eligible for benefits if they are unable to perform their "own occupation". Beyond 24 months individuals who are not able to perform the duties of their own or any other occupation for which they are reasonably fitted by education, training or experience and which have salary rates equal to at least 70% of their Indexed Pre-Disability Monthly Earnings, will continue to be considered disabled.

BENEFITS FOR CONTINUNING SESSIONAL AND PART TIME EMPLOYEES		
PLAN	**EMPLOYER SHARE**	**EMPLOYEE SHARE**
Pension Plan for Administrative Staff	7.5% Regular monthly salary for members with less than 10 years service; 8.0% Regular monthly salary for members with greater than 10 years service; 8.5% Regular monthly salary for members with greater than 20 years service.	2.5% Regular monthly salary
Voluntary Pension Account	NIL	% of salary up to maximum allowed under the provisions of the Income Tax Act (Canada)
Canada Pension Plan	as required – current employer contribution is 4.95% of Pensionable Earnings to the Year's Maximum Pensionable Earnings (YMPE)	As required - current employee contribution is 4.95% of Pensionable Earnings to the Year's Maximum Pensionable Earnings (YMPE)
Ontario Hospital Insurance Plan	as required- current Employer Health Tax is 1.95% of earnings	0%
Employment Insurance	as required- current employer contribution is 2.10% of Insurable Earnings to a annual maximum	as required- current employee contribution is 1.78% of Insurable Earnings to a annual maximum
Employee Assistance Program	100% of eligible services	NIL

APPENDIX C – JOB POSTING

Letter of Understanding
between
The University of Western Ontario
and
Canadian Union of Public Employees, Local 2692

Re: Job Posting

If, when schedules are prepared there is a position of more than 24 **regularly scheduled** hours per week for the duration of the academic term (September to December or January to April) identified, and there is no Sessional member to fill the position, the position will be posted as per Article 13 of the Collective Agreement.

This Letter of Understanding will be effective upon ratification of the Collective Agreement.

APPENDIX D – UNIT MERGER

Letter of Understanding
between
The University of Western Ontario
And
Canadian Union of Public Employees, Local 2692

Re: Department Unit Merger

The Parties agree and understand that the Department is currently divided into three (3) units - Campus Eateries, Residence Dining and Catering.

In the event the Employer partially, or fully merges any of the units, the parties will meet in good faith to discuss any concerns identified by the union.

APPENDIX E – SCHEDULING

Letter of Understanding
between
The University of Western Ontario
And
Canadian Union of Public Employees, Local 2692

Re: Scheduling and/or Re-Aligning of Schedules

The Parties agreed and understood that the scheduling of hours will be as follows:

Continuing Employees will be placed on the schedule by Seniority.
Next, Sessional Employees will be placed on the schedule by Seniority.

Those Part Time Employees who declare their availability is unrestricted shall be placed on the schedule first by Seniority, to a maximum of 24 hours per week. Those Part Time Employees who declare restrictions on their availability (in times of day or days per week) will be scheduled by availability.

Any remaining unscheduled shifts and unforeseen call-ins will be filled in based on availability.

APPENDIX F – BARGAINING UNIT MEMBERSHIP

Letter of Understanding
between
The University of Western Ontario
and
Canadian Union of Public Employees, Local 2692

Re: Bargaining Unit Membership

The number of positions and employee types is based on Hospitality Services sales, business outcomes and the changing academic priorities of the University. The schedule of hours will be allocated based on the definition of employee types.

Any change in employee positions will be subject to discussion, including scheduling patterns, at Labour/Management meetings.

This Letter of Understanding will be effective upon ratification of the Collective Agreement and unless renewed by the parties, will become null and void at the end of the duration of the Collective Agreement.

APPENDIX G – JOB POSTINGS FOR AUGUST/SEPTEMBER VACANCIES

Letter of Understanding
between
The University of Western Ontario
and
Canadian Union of Public Employees, Local 2692

Re: Job Postings for August/September

The University of Western Ontario agrees to inform members of CUPE, Local 2692 each April prior to summer layoffs as to the specific date that job postings will be posted electronically on Working at Western. The University further agrees that for these postings, the closing date will be seven (7) days following posting to allow members to indicate interest in the position(s).

This Letter of Understanding will be effective upon ratification of the Collective Agreement and unless renewed by the parties, will become null and void at the end of the duration of the Collective Agreement.

APPENDIX H – OVERTIME PROCEDURE FOR CATERING STAFF

Letter of Understanding
Between
The University of Western Ontario
And
Canadian Union of Public Employees, Local 2692

Overtime will be paid in excess of 10 hours per day or 40 hours per week for catering shifts only.

APPENDIX I

Letter of Understanding
Between
The University of Western Ontario
And
Canadian Union of Public Employees, Local 2692

Two grandfathered members, identified in a Letter of Understanding dated May 15, 2018 will be reclassified to Culinary Support, and receive negotiated general wage increases.

APPENDIX J – UNIFORM COMMITTEE

Letter of Understanding
Between
The University of Western Ontario
And
Canadian Union of Public Employees, Local 2692

The parties agree to form a committee jointly made up of a maximum of three (3) Union and three (3) Hospitality management representatives to review and provide recommendations specific to uniforms to be worn by designated staff within Hospitality Services. The committee will be expected to provide recommendations and options to the Union President and Senior HR advisor or designate before finalizing the recommendations and submitting to the Director of Hospitality Services.

APPENDIX K – OVERTIME

Letter of Understanding
between
The University of Western Ontario
And
Canadian Union of Public Employees, Local 2692

Re: Overtime distribution

1. The Employer will create and maintain a list of Employees that would like to be offered Overtime.
2. Members reserve the right to withdraw from the Overtime list at any time and must do so in writing with an effective withdrawal date stated.
3. Overtime will be offered to the employee type according to seniority, First to Continuing Employees in order of Seniority, then Sessional in order of Seniority.

Separately, the Parties agree that the Overtime procedure for Special events, ie., Football Games, Open Houses, etc. will continue, via sign up sheets.

APPENDIX L – PARTIAL RETIREMENT

Letter of Understanding
between
The University of Western Ontario
And
Canadian Union of Public Employees, Local 2692

Re: Partial Retirement

The Parties recognize this is a limited time opportunity from January 1, 2024 to March 31, 2024 for Active Continuing Employees to indicate in writing their intent to transfer into a Part Time vacancy by December 31, 2024.

The Parties agree and understand that as Continuing Employees approach retirement, they may desire a schedule that has reduced hours.

The Parties agree that Continuing Employees who meet the requirements for post retirement benefits under Article 33.07 may choose to move into a Part Time position and exercise their entitlement to Healthcare benefits as per Article 33.07.

The Parties agree that to access this benefit, Continuing Employees must apply to a vacant Part Time position and make their intention to transition to Post retirement benefits known to the Employer upon accepting the position.

Continuing employees that move into Part Time positions in accordance with this letter will have their seniority reset to the day they move into the Part Time position.

Employees utilizing their rights under this LOU will maintain their hours for the purpose of wage grid movement and their years of service for the purpose of *Employment Standards Provisions* and will not be required to

complete a probation and/or trial period. These Employees further agree that they will not pursue, nor accept if offered, any Continuing Full-Time or Sessional Employment at the University.