

COLLECTIVE AGREEMENT

BETWEEN:

**UNIVERSITY OF SUDBURY/UNIVERSITÉ DE SUDBURY
(hereinafter referred to as “the University” or “l’Université”)**

and

**CAW-CANADA LOCAL 598
(hereinafter referred to as “the Union”)**

EXPIRY: 30 JUNE 2010

PREAMBLE

The Parties recognize the Catholic heritage and character of the University, and acknowledge its Statement of Mission.

The following principles provide the context for this Collective Agreement:

- (a) Staff members have a special responsibility in their contact with students to promote, or at least to respect, the Catholic identity of the University;
- (b) Staff members are to recognize and respect the distinctive Catholic identity of the University;

It is in this context that the following terms are to be construed.

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Collective Agreement is to set forth the terms and conditions of employment, establish and maintain harmonious relationships, provide a procedure for prompt and equitable disposition of grievances, hours of work, wages, and employee benefits in order to achieve an efficient and productive environment and the highest possible level of employee performance.

ARTICLE 2 – RECOGNITION

2.01 Bargaining unit scope

The University recognizes the Union as the exclusive collective bargaining agent for all employees of the Université de Sudbury/University of Sudbury in the City of Greater Sudbury save and except Supervisors, persons above the rank of Supervisor, Professors, Librarians, Treasurers, Executive Secretaries, and Residence Dons and Porters employed during the school academic year.

- 2.02 A full-time employee means an employee who is regularly scheduled to work **for more than 24 hours**. A regular part-time employee means an employee who is regularly scheduled to **work 24 hours or less per week**.

2.03 Temporary Employees

- (a) A temporary employee may be hired:
 - (i) for a specific task, or
 - (ii) for a specific term not to exceed twelve months, or
 - (iii) to replace an employee who will be on an approved leave of absence, absence due to WSIB disability or long-term disability, or
- (b) The specific term above may be extended by mutual written agreement of the Union, employee, and the University.

- (c) The release of a temporary employee shall not be the subject of a grievance or arbitration.
 - (d) A temporary full-time employee who has been employed under paragraph (a) (i) or (ii) for more than 12 months shall be entitled to receive benefits under Article 15.01 after completing the normal waiting period. Such employees shall also be placed on the seniority list, subject to paragraph (e) below.
 - (e) Where a permanent employee who has been on WSIB or LTD is not going to return to the University and the University requires the vacancy filled, such vacancy shall be posted under Article 10.05. If there is a temporary employee replacing the person who was on WSIB or LTD, that employee may apply for the position. The temporary employee shall be considered ahead of non-bargaining unit applicants if there is no permanent employee selected for the posting.
 - (f) A permanent part-time employee who is appointed to a temporary full-time position shall continue to be treated as a part-time employee while in the position (i.e. accumulate service and seniority in hours worked and other entitlements of a permanent part-time employee under this agreement).
- 2.04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.
- 2.05 The Employer shall not be permitted to make any written or verbal agreement with any Union employee in this Bargaining Unit which conflicts with the terms of this Collective Agreement.
- 2.06 (a) The University shall not contract out bargaining unit work to the extent that it results in the lay-off of permanent employees.
- (b) The Housekeeping Supervisor shall not spend more than 17.5 hours per week performing bargaining unit work except in the circumstances of bargaining unit member absences for vacation or sickness.

ARTICLE 3 – NO DISCRIMINATION

3.01 No Discrimination – Human Rights Code

The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in regard to salaries, rank, appointment, promotion, tenure, re-appointment, dismissal, leaves, fringe benefits, or any other matter arising from this Agreement, because of race, creed, colour, age as defined in the Ontario Human Rights Code, sex, nationality, language, ancestry, place of origin, sexual orientation, physical handicap, marital or family status except where such status places the individuals in a conflict of interest. This provision will not apply where discrimination is permissible, or mandated under any statute.

3.02 No Discrimination – Union Activity

The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or employees because of any employee's membership or non-membership in the Union or because of an employee's activity or lack of activity in the Union.

3.03 Proper discussions between an employee and a supervisor related to performance issues or disciplinary matters or work assignments or other work related items do not constitute harassment.

3.04 No person shall be required, as a condition of employment, to become or remain a member of any union or other organization, and no statements or representations to the contrary shall be made.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes that the University has retained and shall possess and exercise all rights and functions, powers, privileges and authority that the University possessed prior to the signing of this Agreement, excepting those that are clearly and specifically relinquished or restricted in this Agreement.

4.02 The University agrees that it shall not discipline or discharge an employee who has completed the probationary period without just cause.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01 Neither the Union nor any employee shall take part in or call or encourage any strike, sit down, slow down, or any suspension of work against the Employer which shall in any way affect the operations of the Employer.

5.02 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts as defined in the Ontario Labour Relations Act during the terms of this Agreement.

ARTICLE 6 - UNION SECURITY

6.01 Dues deduction

The University shall deduct bi-weekly, from the salary of each employee of the Bargaining Unit, dues uniformly and regularly payable by members of the Union authorized in accordance with the Constitution and by-laws of the Union and certified in writing to the University by the Union. The Union shall notify the University, in writing, of the amount of its regular dues, and advise the University thirty days prior to the date of effect of any change in regular dues.

6.02 Dues remittance

The dues deducted under Article 6.01 shall be remitted in the month following the month of deduction and shall be accompanied by a list of the employees from whom dues have been deducted along with the amounts deducted.

6.03 Indemnification

In consideration of the deducting and forwarding of union dues, the Union shall indemnify and save harmless the University, its agents and/or employees acting on behalf of the University from any and all claims, and/or actions arising out of the collection or attempted collection of such dues as herein provided and from any claims arising from information provided by the University under the provisions of this Collective Agreement.

6.04 Interview with union representative

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum period of 30 minutes during the first three months of employment, to acquaint the new employee with the Union and the benefits and duties of Union membership. The interview shall be scheduled as early as possible in the employment relationship, at a time approved by the supervisor of the new employee.

ARTICLE 7 - REPRESENTATION

7.01 Appointment of union stewards

The Employer acknowledges the right of the Union to appoint two stewards, one being the Unit Chair, both of whom shall be employees of the University who have completed the probationary period.

7.02 Notification to University

The Union shall notify the University in writing of the names of the stewards and any resulting changes thereto and the University shall recognize those two Stewards. The University shall not be required to recognize any such person until such notification from the Union has been received.

7.03 Stewards' Responsibilities

The parties agree that stewards have their regular duties and responsibilities to perform as employees, and shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Permission shall not be unreasonably withheld. Such time away from regular duties for stewards shall be used for the prompt handling of grievances in the grievance procedure, attending at investigatory or disciplinary meetings, and shall be without loss of basic pay.

7.04 Negotiating Committee

- (a) The University agrees to recognize a Negotiating Committee consisting of two employees of the bargaining unit, for the purpose of meeting with the University to negotiate the renewal of this Collective Agreement. The University agrees to maintain the salary and benefits of the members of the Negotiating Committee and the Union agrees to reimburse the University in the amount of the cost of such salary and benefits.
- (b) Both the Employer and Union shall mutually agree upon the place of meeting for contract negotiating; and the Employer and the Union shall share the costs equally.
- (c) When negotiating, either Party shall have the right to have the assistance and presence of a representative from a law firm or other qualified service of its choice.

7.05 Representation

- (a) An employee shall have the right to have a Steward present at any meeting at which a written warning, disciplinary suspension or discharge is to be imposed. The unavailability of a Steward shall not require the University to call one in, nor to pay overtime or any other premium to obtain the presence of a Steward, nor shall the absence of a Steward, in itself, void any action. A copy of any suspension or discharge letter shall be provided to the Union.
- (b) An employee shall have the right to have a Steward present at an investigatory meeting held to determine whether to impose discipline on the employee. The employee and the Union shall co-operate fully in such meeting.
- (c) An employee shall have three hours' notice of either of the above meetings. At the time, if the employee chooses to have a steward present, the steward shall be provided with notice of the meeting. If the employee chooses to not have a steward present, the employee shall sign a note to that effect.
- (d) The University shall take disciplinary action reasonably promptly after it decides to do so.

7.06 Labour/Management Committee

Two representatives of the University shall meet with the stewards at least quarterly to discuss matters of mutual interest. An Agenda for the meeting shall be circulated at least 48 hours in advance of the meeting. Minutes shall be prepared alternatively by the University and the Union and a copy shall be forwarded to each of the Parties. The Union's national representative or the Local President may attend these meetings.

7.07 Health & Safety Committee

The University agrees to recognize one representative elected or appointed by the Union for the joint Health and Safety Committee. The University further agrees that the number of

representatives of the University shall not exceed the total number of representatives from all bargaining units.

The University shall pay to the Union an annual amount of \$1000 to ensure that union representatives to the Health and Safety Committee are properly certified.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of the parties hereto that any complaint between an employee or the Union and the University with respect to the application, interpretation, administration, or alleged violation of this Agreement shall be raised and adjusted as quickly as possible.
- 8.02 It is generally understood that an employee has no grievance until the employee has first given the employee's supervisor the opportunity of dealing with the employee's complaint. Such complaint shall be discussed with the supervisor within 14 calendar days after the circumstances giving rise to it have occurred. The employee may have the assistance of a steward if the employee wishes. The supervisor shall give the employee an answer within fourteen calendar days of the discussion. If the response is not satisfactory, it shall be taken up as a grievance in the following manner and sequence:

Step One

If the decision of the supervisor at the complaint stage is not satisfactory, a formal written grievance shall be submitted to the employee's supervisor within 14 calendar days of the answer being given at the complaint stage. The employee, who may be accompanied by a steward if the employee wishes, shall submit a written grievance signed by the employee and the union to the supervisor, and a meeting shall be held within 14 calendar days of the submission of the grievance, or such other time as may be mutually agreed. The grievance shall identify the nature of the grievance, the provisions of this Agreement which are alleged to have been violated and the remedy which is sought. A decision in writing shall be given within 14 calendar days following the day on which the meeting was held. Failing settlement, then:

Step Two

If the decision of the supervisor is not satisfactory, the grievance may be submitted to the President within fourteen calendar days of the answer being given in Step One. The President or designate shall hold a meeting with the grievor and the grievor's steward. A staff representative of the union may attend such meeting. The meeting shall be held within fourteen calendar days of the submission of the grievance or such other time as may be mutually agreed. The President or designate shall provide the grievor with an answer to the grievance in writing within fourteen calendar days of the meeting.

8.03 If final settlement of the grievance is not reached at Step Two, then the grievance shall be referred in writing by either party to Arbitration as provided in Article 9 below, at any time within 28 calendar days after the answer is given at Step Two.

8.04 **Policy Grievance**

A grievance arising directly between the University and the Union shall be originated at Step Two within 14 calendar days following the circumstances giving rise to the grievance. A policy grievance shall not be used to claim damages for an individual employee or employees. A direct difference grievance by the University shall be presented to a Steward.

8.05 The time limits set out in this Article 8, Grievance Procedure are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, and s. 48(16) *Labour Relations Act* shall not apply.

8.06 **Discharge Grievance**

The termination of a probationary employee shall be at the sole and unfettered discretion of the University and shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the President at Step Two within 14 calendar days following the date on which notice of the discharge was issued.

8.07 **Group Grievance**

In the event that two or more employees have grievances relating to the interpretation, application, or administration or alleged violations of the provisions of this Agreement which are sufficiently common in nature that they may be conveniently dealt with together, the Union and the Employer may mutually agree that such grievances shall constitute a group grievance. Not more than one of the employees in the group concerned shall present a grievance involving two or more employees.

8.08 When a grievance has been settled, the University shall prepare written documentation of any agreement reached which the University, the grievor and the Union shall sign. The University shall circulate copies of this documentation to the grievor and the Union.

8.09 Grievances Regarding Selection of Applicants

If, through a settlement of a grievance (including arbitration), the promotion of an employee to fill a vacancy or the demotion of an employee is reversed, such employee and any employees filling any vacancies created by such promotion or demotion shall revert to their former occupational classification.

8.10 Grievance Regarding Rate of Pay

A grievance alleging that an employee has failed to receive the rate of pay to which the employee is entitled under this Agreement must be presented in writing within 14 calendar days after the pay day for the pay period in which the grievance arose.

ARTICLE 9 - ARBITRATION

9.01 Referral to arbitration

Failing settlement of any grievance under the foregoing separate procedure, the grievance may be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within 28 calendar days after the decision at Step Two is given, or should have been given, the grievance shall be deemed to have been abandoned and an Arbitration Board shall not have any authority to extend the time limits in either the grievance or arbitration procedures.

- 9.02 When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within the time limits set out in Article 8 above, and at the same time appoint its nominee to the Arbitration Board. Within 21 calendar days of the receipt of such notice, the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board. If the nominees are unable to agree on a Chair, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure.
- 9.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.04 No matter may be submitted to arbitration that has not been properly carried through all requisite steps of the Grievance procedure.
- 9.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 9.06 The decision of a majority of the Board or, where there is no majority, the decision of the chairperson, will be final and binding upon the parties and the employee(s) concerned.
- 9.07 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses of the chairperson of the Arbitration Board.
- 9.08 The time limits set out in this Article 9, Arbitration, are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, and s. 48(16) *Labour Relations Act* shall not apply.

9.09 Single Arbitrator

By mutual agreement the parties may elect to have a single arbitrator hear the matter in dispute instead of a three-person board. In such case, the party wishing to submit the issue to arbitration should indicate in its notice of intent to arbitrate, that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within 14 calendar days of receipt of the notice if it is agreeable or not to the matter being heard by a single arbitrator. If so, the parties shall endeavour to select the single arbitrator from the list below:

Louisa Davie
Wes Rayner
Joseph Carrier
Susan Taçon
Jules Bloch

Failing agreement within 21 calendar days or such time as agreed by the parties, clause 9.01 shall be followed. The single arbitrator shall be bound by all clauses of Article 9 in the same manner as a Board of Arbitration with the necessary changes being made.

9.10 Mediation

Within 14 calendar days of the referral of a grievance to arbitration, the parties may agree to a mediation process. In such circumstances, the parties will contact Pauline Dietrich or a mutually acceptable, qualified neutral mediator to arrange mediation as soon as possible on a mutually acceptable date. Each party shall bear one-half the cost of the fees and expenses of the mediator.

The parties shall engage in this process on the following basis:

- (a) Each party shall make every reasonable effort to resolve the matter;
- (b) Any positions taken or information provided by either party shall not be admissible should the matter proceed to arbitration;
- (c) This step shall not be used to delay arbitration of a matter.

9.11 All reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to the Employer premises to view any working conditions, which may be relevant to the settlement of the grievance.

9.12 Discipline Records and Personnel Files

(a) Removal of discipline

All warnings, suspensions, and disciplinary notations shall be removed from an employee's personnel file after 18 months from the date of the warning, provided the employee has been discipline free for the period. An employee may not claim that the employee has been discipline-free for any more than that period if such is not the case.

(b) Review of personnel file

Upon written request, an employee shall have access to the employee's personnel file in the presence of the employee's immediate supervisor for the purpose of reviewing any performance appraisals or formal discipline contained therein.

ARTICLE 10 – SENIORITY

10.01 Seniority defined

"Seniority" is defined as the length of employment with the University in the bargaining unit and shall be lost or broken as provided for in 10.04.

10.02 Seniority Lists

A copy of the seniority list shall be posted and provided to the Union on 1 July of each year. If there has been any change to an employee's seniority date since the last posting, the employee may file a challenge to the list within 21 calendar days of the posting. Thereafter the list shall not be open to question by any employee or the Union.

10.03 Probationary Period

(a) Newly hired employees shall be considered to be on probation for a period of a **minimum of four months and a maximum of five months** worked from date of last hire. Where an employee is absent from scheduled work during the probationary period, the period shall be extended by the number of scheduled work days that the employee was absent.

If retained after the probationary period, the employee shall be credited with seniority to the date of last hire.

(b) A probationary employee may be terminated during the probationary period at the sole and unfettered discretion of the University. Such termination shall not be the subject of any grievance or arbitration, and an arbitration board shall have no jurisdiction to review or reverse such termination.

(c) When the employment of a probationary employee is terminated, the employee will be given notice in writing and the Union will be given a copy. The probationary employee shall have the right to have a representative of the Union present when he/she is given the termination notice.

10.04 Loss of Seniority and Deemed Termination

Seniority shall be lost and an employee shall be deemed to be terminated under the following circumstances:

(a) Where the employee resigns or is retired in accordance with the University Pension Plan;

- (b) Where the employee is discharged for just cause;
- (c) Where the employee has been laid off for a period of 18 months or more;
- (d) Is absent for more than three scheduled working days without contacting the University and providing a reasonable explanation;
- (e) Has been laid off and fails to report an intention to return to work within 14 calendar days from the date of notification by registered mail at the last address on the files of the employer;
- (f) for leaves granted under Article 11.01, fails to return upon completion of a granted personal leave of absence or uses any leave for purposes other than those for which leave was granted.

10.05 Job Posting

- (a) Where a permanent full-time vacancy occurs in a classification in the bargaining unit, such vacancy shall be posted for a period of 14 calendar days. Employees may apply for the position during the posting period.

The position posting shall describe the minimum requirements of the position and shall be based on the Job Description. Nothing in the position posting shall contradict the information contained in the Job Description. No important information (subject to space limitations) shall be omitted.

All applications shall be considered in the strictest confidence and no references shall be sought without the knowledge and consent of the applicant.

- (b) Selection Criteria

Employees shall be selected for positions under 10.05(a) by considering the applicants on the basis of the following factors:

- (i) seniority; and,
- (ii) skill, ability, experience, and qualifications to perform the normal requirements of the job.

Where, in the judgment of the University, the factors in (ii) are equal amongst applicants seniority shall govern.

- (c) The successful applicant shall be placed on trial for a period of two months. Conditional on satisfactory service, the employee shall be declared permanent after the trial period. Where it is determined by the University or the employee that the successful applicant is not suitable for the job during the trial period, the employee shall be returned to the employee's former position and salary level without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be likewise returned to their former position and salary level

without loss of seniority.

- (d) The Union agrees that the University may use part time employees as temporary replacements during the trial period.

10.06 Layoff and Recall

- (a) A lay-off is defined as occurring when the University decides to reduce its bargaining unit complement for more than eight consecutive weeks.
- (b) In all cases of layoff, the University shall layoff in reverse order of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the requirements of the work. Subject to the foregoing, probationary and temporary employees shall be first laid off.
- (c) An employee who is subject to layoff shall have the right to either:
 - (i) Accept the layoff and be placed on a recall list for twelve months; or
 - (ii) Displace a more junior employee who is the least senior employee in an equal or lower classification in the bargaining unit if the employee originally subject to layoff is qualified to perform the requirements of the work. Such employee so displaced shall be laid off, subject to the rights under this section.
- (d) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided the employee is qualified to perform the work required.
- (e) Employees shall have recall rights for the period of one year from the date of lay-off.
- (f) The University shall notify an employee of recall opportunity by registered mail, addressed to the last address on record with the University. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- (g) The University shall provide individual employees with notice of layoff in accordance with the *Employment Standards Act*.

10.07 Effect of Absence

- (a) Benefit premiums to cease

Where any absence without pay from the University exceeds 30 consecutive calendar days, the University's subsidies for benefits shall cease. Employees on such absence shall have the right to continue participating in such benefits for which they are eligible provided that the employee pays the full cost of such premiums.

- (b) Service accumulation

During any absence, without pay from the University, in excess of 30 consecutive calendar days, credit for service for the purpose of wage progression, vacation, sick leave, or any other benefit under any provision of the Collective Agreement, or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro-rata basis, and the employee's anniversary date adjusted accordingly.

10.08 Technological Change

Where the University has decided to introduce a substantial change in technology in the workplace which will result in the displacement of permanent employees, it shall give the Union 30 calendar days' notice of such change. Upon request from the Union, the University shall meet with the Union during the notice period to discuss the change, the effect it will have on the bargaining unit and ways to minimize such effects.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the University. Such requests are to be submitted as far in advance as possible and a written reply will be given within a reasonable time, except in cases of emergency, in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

11.02 Bereavement Leave

- (a) An employee who notifies the University as soon as possible following a death in the employee's immediate family shall be granted five consecutive calendar days off work without loss of regular pay from the employee's regularly scheduled hours, up to and including the day of the funeral in order that the employee may make the arrangements for and/or attend the funeral of a member of the employee's immediate family. "Immediate family" shall mean spouse, parent, sibling, child, child's spouse, spouse's parent, sibling's spouse, grandparent, and grandchild.
- (b) In the event of the death of an employee's **guardian**, nephew, niece, aunt, uncle or **spouse's grandparent**, the employee shall be entitled to one day's leave of absence under the above conditions.

11.03 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, the employee shall not suffer any loss of her earnings because of such attendance during her regularly scheduled working hours provided that the employee:

- (a) notifies the University immediately on the employee's notification that he will be required to attend court;

- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the University the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

Where the employee's attendance is not required for the whole day, the employee shall return to work immediately upon her release from duty.

11.04 **Pregnancy/Parental/Adoption Leave**

- (a) Pregnancy, parental, and adoption leaves shall be granted in accordance with the *Employment Standards Act*.
- (b) Pregnancy Leave SUB
 - (i) A full-time employee who has been actively employed by the University for more than 12 continuous months shall be entitled to a supplementary unemployment benefit for the period of her pregnancy leave.
 - (ii) The employee must provide at least two weeks' written notice to the Treasurer of the pregnancy leave, including the date of the commencement of the leave.
 - (iii) The employee must apply for and be in receipt of Employment Insurance benefits, verified by providing the Treasurer with official documentation.
 - (iv) Upon qualification as set out above, the employee shall be entitled to receive a supplement to the EI benefit to provide 100% of her normal earnings.
 - (v) Upon completion of pregnancy leave and, if taken, parental leave, the employee must return to active employment for at least 12 months. Failure to do so will result in the employee being required to repay the SUB paid out.

11.05 A full-time employee with at least twelve months service and who is not entitled to maternity leave shall be entitled to a leave of absence of up to three consecutive days without loss of earnings to be taken within two weeks of the birth of the employee's child.

11.06 Provided that one week written notice is given by the Union, the University agrees to grant leaves of absence without pay to employees selected by the Union to attend to Union business not provided elsewhere in this agreement. Leave shall be granted for a maximum of two employees for up to five consecutive working days at a time, provided such leave does not unduly interfere with the operations of the University, and such leave does not exceed 24 accumulative person-days per year for the bargaining unit.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 The following provisions are intended to define the current normal hours of work for permanent full-time employees for purposes of calculating wages only, and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week:

- (a) The normal daily hours of work for all employees, excluding a 45-minute unpaid meal period, shall average up to 33.75 hours per week over the schedule determined by the University.
- (b) Subject to operational requirements, employees shall be entitled to a paid relief period of fifteen minutes at the approximate mid-point of each half of the employee's shift, as scheduled by the employee's supervisor. Such breaks shall be taken so as not to interfere with normal operations.
- (c) Meal periods shall be taken at a time determined by an employee's supervisor.
- (d) Any employee who is required to stay on the premises during the employee's lunch break will be paid straight time for such time spent working.
- (e) Where an employee is required to work a shift which is different than the employee's normal shift, the University shall give a minimum of 24 hours notice to the employee unless the circumstances are beyond the University's control. Where an employee is temporarily working an alternate shift, which may disrupt normal work hours or days within that pay period, the employee shall not lose hours of work.
- (f) Recognizing that there are exceptional occasions such as Registration, Convocation, and responding to student needs, the normal office hours for office and clerical workers shall be between 0900 and 1630, Monday to Friday, approximately during the regular academic year, and 0830 to 1600, Monday to Friday, for the balance of the year. This shall not apply to office and clerical employees who have been hired to work different hours or in the circumstance of a change in the hours of operation of Laurentian University.

12.02 The normal hours of work for the part-time Treasury Clerk shall average up to 20 hours per week over the schedule as determined by the University. This provision is only for purpose of calculating wages and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

12.03 **Overtime**

- (a) The Employer shall endeavour to keep overtime to a minimum. Any overtime required by the University shall be divided fairly among the employees in the department in similar positions and with similar qualifications, who normally perform the work, and who are available and qualified to perform the work. Records of overtime worked shall be made available for inspection by employees, on request.
- (b) An employee shall receive an hour off without loss of regular straight time earnings for each hour worked in addition to the employee's normal hours of work up to 44 hours. Where an employee works more than an average of 44 hours per week, the employee shall be paid at the rate of time and one-half the employee's regular straight time hourly rate for each hour so worked. An employee shall not accumulate more than 24 hours of lieu time and shall, upon reaching that limit, take time off as may be mutually agreed between the employee and the employee's supervisor or,

failing at a time as directed by the supervisor.

- (c) An employee who normally works Monday to Friday and who is required to work on a Saturday or Sunday shall accumulate lieu time at the rate of one and one-half hour for each hour so worked.

12.04 Call-in

An employee who has completed the employee's regularly scheduled shift, who has left the University premises and who is called back in to work shall receive time in lieu credits of one and one-half hours for each such completed hour of work, subject to Article 12.03 (b).

12.05 On call duty

The maintenance worker shall not be scheduled for on call duty for more than seven consecutive days except for vacation coverage. **A maintenance worker shall be paid \$10.00 for each day of on call duty.**

ARTICLE 13 - DESIGNATED HOLIDAYS

- 13.01 (a) The following are designated holidays at the University:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	August Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

- (b) Where a permanent full-time employee is directed to work on a designated holiday listed above and does, the employee shall be paid one and one-half times the employee's regular straight time hourly rate for all hours so worked. **Where the hours worked are less than the employee's normal work day, the employee shall receive regular straight time earnings for the balance of the hours of the normal work day. In addition, the employee shall receive time off equivalent to the hours worked without loss of earnings.**

- 13.02 The following may be designated holidays, if and when declared by the University:

Holy Thursday part-day	Feast Day of St. Ignatius Loyola
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- 13.03 Permanent full-time employees shall usually receive designated holidays off from work without any loss of regular straight time earnings.

- 13.04 When a designated holiday falls on a permanent full-time employee's regularly scheduled day off, the employee shall receive another day off without loss of regular straight time earnings at a time mutually agreed upon between the employee and the University.

- 13.05 Christmas recess

Where the University decides that it shall close for any period during the Christmas Recess, permanent full-time employees who are not required to work will not suffer any loss of their regular straight time wages during the days they are not required to work.

- 13.06 Permanent regular part-time employees shall receive the same designated holidays as permanent full-time employees with pay calculated according to the formula in the *Employment Standards Act*. Temporary and student employees shall receive holidays and pay in accordance with the *Employment Standards Act*.
- 13.07 The University will continue to follow the current practice with respect to Founders Day provided Laurentian University continues to close on that day.

ARTICLE 14 - VACATION

14.01 **Vacation Year**

The Vacation Year shall run from 1 July to 30 June in the year following.

14.02 **Vacation Entitlement**

Permanent full-time employees shall be entitled to vacation in a vacation year on the basis of their years of service as at 30 June immediately preceding the year, as set out below:

Years of Service	Vacation entitlement
Less than one year	4% of regular straight time earnings in the year previous
More than one year, less than five years	15 days
Five years	16 days
Six years	17 days
Seven years	18 days
Eight years	19 days
Nine, Ten years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 years	25 days
16, 17 years	26 days
18, 19 years	27 days
20, 21 years	28 days
22, 23 years	29 days
24, 25 years	30 days
26 years or more	31 days

14.03 **Vacation Scheduling**

- (a) The University shall endeavour to accommodate the wishes of employees with respect to vacation scheduling requests subject to the operational needs of the

University.

- (b) Vacation request forms shall be distributed by 1 April in each year. Employees shall respond and indicate their requested vacation periods by 30 April, and a finalized schedule shall be posted by 1 June. In the case of conflicting requests, seniority shall govern. Vacation requests made after 30 April shall be dealt with on a first come, first served basis.
 - (c) The University shall endeavour to provide all employees who are so entitled with up to three consecutive weeks of vacation during the period 1 May to 31 August scheduled in accordance with paragraph (b). If an employee is entitled to more than three weeks of holidays, the extra weeks shall be taken only after all employees in the same department have had their summer holidays.
- 14.04 The University may allow an employee to carryover up to five vacation days from one vacation year to the next. Any vacation days in excess of five which have not been taken shall be forfeited.
- 14.05 Where an employee is hospitalized during the employee's vacation, the vacation days used up in hospitalization shall be re-instated and shall be withdrawn from the employee's sick leave instead.
- 14.06 Permanent part-time, temporary and student employees shall receive 4% of their earnings on each paycheque for vacation pay. Permanent part-time employees who have been employed for more than 1755 hours worked shall have this amount increased to 6%.

ARTICLE 15 - HEALTH AND WELFARE BENEFITS

15.01 Premium payment

The University's sole obligation for health and welfare benefits shall be to pay the percentage, as set out below, of the billed premium costs for all participating eligible permanent full-time employees in the active employ of the University under the insurance plans set out below, subject to their respective terms and conditions, including any enrolment requirements, provided the employee pays the balance of the premium by payroll deduction:

- (a) The University shall pay 100% of the billed premium cost for the current extended health care plan, providing hospital room and board charges up to the level of semi-private accommodation in Canada; major medical benefit of 100% of eligible expenses to a maximum of \$50,000 per person in any three consecutive benefit years for expenses incurred in Canada; pay-direct drug benefit with \$0.35 deductible per item, maximum \$8.00 dispensing fee for prescriptions issued in Canada.
- (b) The University shall pay 50% of the billed premium cost for the current optional dental plan providing 100% basic, 80% restorative, 50% orthodontic expenses to a maximum of \$2,000 per person per calendar year for basic and restorative expenses combined and \$1,500 per person lifetime for orthodontic expenses, based on 2004 ODA fee schedule.

- (c) The University shall pay 50% of the billed premium cost for the current group life insurance plan providing three times regular straight time earnings to a maximum of \$300,000.

15.03 Full-time employees shall participate in the current 100% employee-paid LTD plan.

15.04 The Parties acknowledge that the benefits provided in Articles 15.01, 15.02, 15.03 are provided in conjunction with the group plans covering employees at Laurentian University and its founding universities, namely, Huntington, Thorneloe and the University of Sudbury. As such, the plan benefits are subject to changes in the federation plans.

15.05 Sick Credit Accumulation Bank

- (a) Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate illness. There shall be a Sick Credit Accumulation Bank for each permanent full-time employee in the active employ of the University who has completed the probationary period. Such employees shall accumulate sick credits at the rate of 1.5 days per completed month of full-time work to a maximum of 120 days.
- (b) Where a permanent full-time employee is absent from work due to legitimate illness, the employee shall not lose the employee's regular straight time earnings from the employee's regularly scheduled hours but shall draw from her Sick Credit Accumulation Bank to the extent of the employee's credits in the Bank.
- (c) An employee shall be required to submit a physician's certificate with respect to any period of time that the employee is absent due to illness for more than two days. It is understood that the University may request doctor's certificates from employees to cover any absence due to illness, where the frequency, circumstances and pattern of the absences so warrant. In such circumstance, the University shall pay for a medical examination by a mutually agreed doctor.
- (d) Every effort shall be made by employees to schedule personal medical/dental appointments outside of their scheduled work hours. Where it is not possible to do so, an employee may attend to such appointments during working hours, provided that permission is received from the employee's supervisor as far in advance as possible. The period of absence required for such attendance shall be deducted from the employee's Sick Credit Accumulation Bank.
- (e) The Sick Credit Accumulation Bank has no cash-out value at any time during employment or at termination.

ARTICLE 16 - WAGES

16.01 **Wage Schedule and Paydays**

The University agrees to pay and the Union agrees to accept for the term of this Agreement, the hourly wages as set out in the Wage Schedule "A" attached hereto and forming part of this Agreement. Paydays shall be on the Friday immediately following the end of the pay

period. On each payday, each employee shall be provided with an itemized statement of wages, overtime and other supplementary pay deductions or credits.

16.02 Where the University assigns an employee to temporarily perform the duties and responsibilities of a position with a higher rate of pay for five days or more in a two-week period, the employee shall be paid at the rate of the position to which the employee has been assigned.

16.03 Where the University assigns an employee to temporarily perform the duties and responsibilities of a position with a lower rate of pay, other than in the circumstance of a layoff or a disciplinary demotion, the employee shall continue to be paid at the rate applicable to the position from which the employee was assigned.

ARTICLE 17 - MISCELLANEOUS

17.01 Gender and Case

Whenever the masculine is used in the Agreement, it includes the feminine and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

17.02 Bulletin Board

The University agrees to provide space for a bulletin board for the purpose of posting notices related to union meetings and union business at the University. Such notices will be signed and posted only by officers of the Union, upon receipt of prior approval of the University, and will be in keeping with the spirit and intent of this Agreement. The University shall also provide space for an additional bulletin board exclusively for University Health and Safety matters.

17.03 Printing Collective Agreement

The University and the Union agree to each pay half of the cost of translating and printing the collective bargaining agreement. Sufficient copies shall be printed to distribute copies to each employee, the Union and the University.

17.04 Employee Addresses

It shall be the duty of each employee to notify the University, in writing, promptly of any change in address and telephone number.

17.05 Where the University requires an employee to maintain a license or certification for employment, the University shall pay 50% of the fee up to a maximum of \$200.

ARTICLE 18 – DURATION

18.01 This Agreement shall continue in effect until 30 June 2010, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

- 18.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety days prior to the expiration date of this Agreement or, if applicable, to any subsequent anniversary of such expiration date.
- 18.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty days after the giving of notice, if requested to do so.

WAGE SCHEDULE

Effective 1 July 2007

Step	1	2	3	4	5	6	7
Cat. 1	\$14.78	\$15.10	\$15.42	\$15.74	\$16.06	\$16.38	\$16.86
Cat. 2	\$16.28	\$16.63	\$16.98	\$17.33	\$17.68	\$18.03	\$18.55
Cat. 3	\$18.03	\$18.42	\$18.81	\$19.20	\$19.59	\$19.98	\$20.56
Cat. 4	\$20.05	\$20.49	\$20.93	\$21.37	\$21.81	\$22.25	\$22.91

Effective 1 July 2008

Step	1	2	3	4	5	6	7
Cat. 1	\$15.43	\$15.75	\$16.07	\$16.39	\$16.71	\$17.03	\$17.51
Cat. 2	\$16.93	\$17.28	\$17.63	\$17.98	\$18.33	\$18.68	\$19.20
Cat. 3	\$18.68	\$19.07	\$19.46	\$19.85	\$20.24	\$20.63	\$21.21
Cat. 4	\$20.70	\$21.14	\$21.58	\$22.02	\$22.46	\$22.90	\$23.56

Effective 1 July 2009

Step	1	2	3	4	5	6	7
Cat. 1	\$16.03	\$16.35	\$16.67	\$16.99	\$17.31	\$17.63	\$18.11
Cat. 2	\$17.53	\$17.88	\$18.23	\$18.58	\$18.93	\$19.28	\$19.80
Cat. 3	\$19.28	\$19.67	\$20.06	\$20.45	\$20.84	\$21.23	\$21.81
Cat. 4	\$21.30	\$21.74	\$22.18	\$22.62	\$23.06	\$23.50	\$24.16

POSITIONS BY CATEGORY

CATEGORY

- 1 HOUSEKEEPER, NIGHT SUPERVISOR, RECEPTIONIST, LIBRARY CLERK, LIBRARY SECRETARY, ASSISTANT TO SECRETARY TO PRESIDENT
- 2 MAINTENANCE WORKER, ACADEMIC DEPT. SECRETARY (EXCEPT NATIVE STUDIES), SECRETARY TO REGISTRAR
- 3 NATIVE STUDIES SECRETARY, RESIDENCE CLERK, TREASURY CLERK
- 4 I.T. TECHNICIAN

SCHEDULE 'B'

WAGE SCHEDULE for STUDENTS and TEMPORARY EMPLOYEES

Students shall be paid minimum wage except:

- i. Students hired under Work Study or any other student employment subsidization program shall be paid at the rate prescribed by the program.
- ii. Students hired under a faculty member's research fund shall be paid based on the terms of the research fund or as agreed upon by the faculty member and the University.
- iii. Summer Residence Assistants shall be paid based on the single room rate plus \$250 per month.
- iv. Students who do not come within i, ii, iii above shall be paid \$8.50 when replacing permanent employees during absences from regular hours due to vacation, designated holidays, or approved leaves of absence.

A temporary employee replacing a permanent employee shall be paid at the base rate (floor) of the Category of the corresponding permanent position. Any other temporary employee shall be paid no less than the base rate (floor) of Category 1.

LETTER OF UNDERSTANDING

BETWEEN:

UNIVERSITY OF SUDBURY/UNIVERSITÉ DE SUDBURY
(hereinafter referred to as “the University” or “l’Université”)

and

CAW-CANADA LOCAL 598
(hereinafter referred to as “the Union”)

Change in hours of work

Notwithstanding Article 12.01, the Parties agree on the following with respect to John Lariviere and Wayne Thibodeau:

The normal hours of work for these employees shall be changed as follows: commencing 1 September 2007, 37.5 hours weekly; commencing 1 July 2008, 35 hours weekly; commencing 1 July 2009, 33.75 hours weekly.

Lariviere and Thibodeau shall receive a further increment in addition to their regular increment in 1 September 2007 and 1 July 2008.

At 30 June 2008, 30 June 2009 and 30 June 2010, the University shall determine the actual earnings of Lariviere and Thibodeau for the previous 12 months. Where they have worked that complete year, except for vacation or absence due to illness, it is expected that they will have earned:

	John Lariviere	Wayne Thibodeau
30 June 2008	\$34,227.84	\$33,475.81
30 June 2009	\$34,908.69	\$34,203.66
30 June 2010	\$35,119.52	\$34,461.50

Where their earnings for the previous 12 months are less than the amounts set out above, the University shall add the difference to their next paycheques.