



File: 2122-U0012-3

October 30, 2020

TO: ALL PSAC MEMBERS AT THE UNIVERSITY OF WESTERN ONTARIO (POSTDOCTORAL FELLOWS EMPLOYED AS POSTDOCTORAL ASSOCIATES)

RE: RATIFICATION OF TENTATIVE AGREEMENT

The Bargaining Committees of the Union and the University of Western Ontario reached a tentative Collective Agreement on 26 October 2020.

Both Bargaining committees have agreed to recommend the tentative Collective Agreement to their principals for acceptance.

All changes take effect as of the date of ratification of the Collective Agreement, unless otherwise expressly provided for in the Collective Agreement or Memorandum of Agreement.

The following summarizes what is in the Tentative Agreement, but the full text of all signed-off language is also attached for anyone who wishes to read it.

Duration

- The three-year agreement will expire on 31 December 2022

Economic Increases

- Compounded minimum salary floor increase of 4.31%
 - Effective 1 January 2020, increase by 1.25%: \$34,425
 - Effective 1 January 2021, increase by 1.5%: \$34,942
 - Effective 1 January 2022, increase by 1.5%: \$35,446
- Compounded general economic increase for each active employee of 3.03%
 - Effective 1 May 2020: 1%
 - Retroactive payments will be issued to all Employees employed as of the date of ratification
 - Effective 1 January 2021: 1%
 - Effective 1 January 2022: 1%
- Lump sum payment of \$250 for all active eligible Employees as of the date of ratification to be paid in January of 2021

Benefits and Leaves

- New Extended Health and Dental Benefit Plan and Professional Allowance benefits to replace existing Flex Credit system beginning on 1 January 2021
 - No cost to members for single premium

- Members can elect to receive Family coverage
 - Members pay the difference between the single premium and family premium by deduction from monthly pay
- Members with existing Flex Credits designated as Professional Allowance or Health Care Spending Account retain banked accounts until exhausted, end of contract, or December 31st, 2021, whichever comes first
- Effective 1 January 2021, Professional Allowance benefit of \$55/month for the number of appointment months in the calendar year to be deposited in a professional allowance account
- Professional allowance can be carried over to the next calendar year
- Any members hired in December 2020 to receive a lump sum payment of \$120 to compensate for the one month during which existing Flex Credits and new benefits will not be available
- Maternity and Parental Leave provisions updated to be consistent with new provisions in the Employment Standards Act (ESA) and Employment Insurance (EI)
 - Combined maximum of 78 weeks job protection for Maternity and Parental Leave
 - 63 three weeks for the employee who is not the birth mother or primary caregiver of an adopted child
 - Improvements to top-up provisions when members take pregnancy, parental, and adoption leaves
 - Increase additional top-up of EI to 95% of salary from 15 to 17 weeks
 - Increase of combined top-up for Employee couple from 17 to 18 weeks
- Improved sick leave rights from 6 to 9 days with pay
- New Domestic and Sexual Violence Leave
 - 10 days paid leave
- New Critical Illness Leave job protections consistent with ESA and EI
 - 37 weeks to care for a critically ill family member who is under 18
 - 17 weeks to care for a critically ill family member who is over 18
- Language to ensure the members get their vacation entitlements in the year earned
- When a member accepts a new position with the University, they can elect to have accrued vacation paid out or they can take it before beginning the new position

Working Conditions

- New article on termination of employment
 - Employees must provide 20 days' notice in advance of resignation date
 - Employer to provide 30 calendar days' notice or pay in lieu of notice when termination due to frustration of contract
 - If Employer terminates Employment due to reduction in grant funding, the Employer gives 6 weeks' notice or equivalent pay in lieu in the form of salary continuance
 - The Employee has access to all benefits under Article 31 during the period of salary continuance

- Improvement to appointment provisions
 - Letters of appointment to provide details on all benefits
 - Employer to provide notice of extension of contract in writing at least 30 days prior to completion of contract
 - If an Employee gets a new appointment with the same Faculty Supervisor with the substantially similar duties, the probationary period is deemed to have been fulfilled and the salary of the new appointment will not normally be less than the original appointment
 - Faculty Supervisor obliged to meet with Employee at the beginning of the appointment to discuss research expectations, duties and responsibilities, and the Employee's professional development goals
 - Faculty Supervisor provides a written record of the discussions within 7 days of the meeting
 - Either the Employee or the Supervisor can request a meeting to review research expectations and professional development goals

Other

- Improved disciplinary protections for Employees
 - Increased notice of disciplinary meetings from 24 to 72 hours
 - Employees to be advised in writing of the nature of the allegation before any disciplinary meeting
- New language requiring the employer to provide to Faculty Supervisors with an annual workshop on the collective agreement
- Improvement to grievance procedures, ensuring that the union provides the list and contact details for Faculty designates who deal with grievances on behalf of the Employer at the beginning of each contract year
 - Employer to provide written notice of Faculty designate changes within 5 days of change
- Increased Local Support from \$8000 to \$9500

While bargaining under the strict constraints of Bill 124 made it impossible to get the kinds of general economic increases postdocs at UWO deserve, members of the Union bargaining team - Anil Kumar Jhawar, Dicho Zomaya, Wes Robinson, Darren Pacione, and John Eustace - focused on achievable member priorities. The team feels that the tentative agreement represents the best deal they could have secured under in the current legislative framework. The bargaining team encourages you to review the attached Memorandum of Agreement with all language changes before the ratification meeting, where they will be happy to answer all of your questions.

Virtual ratification information sessions will be held on November 17th and 19th (meeting times to be determined). Details on how to join these information sessions and how to participate in the ratification process will be forthcoming.

In Solidarity,

A handwritten signature in black ink, appearing to read "Reynolds", written in a cursive style.

Craig Reynolds
Regional Executive Vice-President

- cc. National Board of Directors
Lino Vieira, Political Communication Officer
Negotiations Section
Patricia Harewood, A/Director, Representation and Legal Services Branch
Jawara Gairey, Regional Coordinator
Nancy Johnson, Regional Representative
Fraser McDonald, Supervisor, Membership Administration
Chantal Fréchette, Administrative Assistant, Membership Administration
Dale Robinson, Strike Mobilization Project Officer
Connor Spencer, Strike Mobilization Officer
Kelly Greig, Member Information Advisor

Memorandum of Agreement

THE UNIVERSITY OF WESTERN ONTARIO

and

**PUBLIC SERVICE ALLIANCE OF CANADA
LOCAL 610, Unit 2**

Any articles, clauses, letters of understanding or other matters not specifically referred to in this memorandum continue.

The parties agree that the following articles will be maintained:

1 – PURPOSE	Renewed
2 – DEFINITIONS	Renewed
3 – UNION RECOGNITION	Renewed
4 – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS	Renewed
6 – CORRESPONDENCE	Renewed
7 – DISCRIMINATION AND HARASSMENT	Renewed
8 – EMPLOYMENT EQUITY	Renewed
9 – STRIKE OR LOCK-OUT	Renewed
10 – JOINT LABOUR-MANAGEMENT COMMITTEE	Renewed
11 – SERVICES	Renewed
13 – PROBATIONARY PERIOD	Renewed
14 – HOURS OF WORK AND OVERTIME	Renewed
15 – EVALUATIONS AND EMPLOYEE RELATIONS	Renewed
17 – SAFE DISCLOSURE	Renewed
19 – ARBITRATION	Renewed
20 – ACADEMIC FREEDOM	Renewed
21 – INTELLECTUAL PROPERTY	Renewed
22 – OUTSIDE ACTIVITIES	Renewed
23 – RESEARCH, PROFESSIONAL EXPENSES, FACILITIES	Renewed
24 – HEALTH AND SAFETY	Renewed
25 – MEDICAL ACCOMMODATION	Renewed
26 – TECHNOLOGICAL CHANGE	Renewed
27 – DESIGNATED UNIVERSITY HOLIDAYS	Renewed
30 – WAGES AND PAY ADMINISTRATION	Renewed
LETTER OF UNDERSTANDING Implementation of Collective Agreement	Renewed

ARTICLE 5 – UNION SECURITY

- 5.01** Every Employee shall become a member of the Union on date of appointment, unless that Employee opts out by written notice to the Union within thirty (30) days of that date. The Employer agrees to provide new Employees with a union application card and an information package provided by the Union on the date of appointment. Every employee shall meet with a representative of the School of Graduate and Postdoctoral Studies within ten (10) days after he or she has begun his or her appointment. The Employer shall provide the Union with copies of all Letters of Appointment within twenty (20) days after employees have begun their appointment.
- 5.02** The Employer shall provide each Employee with a copy of the Collective Agreement by e-mail, and shall include the name and contact information of their Union officers as provided by the Union to the Employer.
- 5.03** The Employer recognizes the right of every Employee to participate in any lawful activities of the Union, and it shall not interfere with this right.
- 5.04** No Employee shall be required by the Employer to perform duties that are not related to the research and training program for which the Employee has been hired.
- 5.05** The Employer agrees to hold orientation sessions for Employees three (3) times per year. The Employer shall provide the union a minimum of five (5) days notice in advance of the orientation session. A Union representative shall be entitled to up to ~~fifteen (15)~~ **thirty (30)** minutes during such orientation sessions to provide an overview of the role of the Union.
- 5.06** a) When a new Collective Agreement has been signed, the Employer shall post the text of the Agreement on its website, with a printed or electronic copy available through The School of Graduate and Postdoctoral Studies at the Employee's request. The Employer will notify current Employees by e-mail that a new Agreement is available, with a link to the Agreement.
- b) **A workshop shall be delivered on an annual basis to Faculty Supervisors of Postdoctoral Associates;**

Dues Check Off

- 5.07** The Employer agrees to deduct on a monthly basis an amount equal to the membership dues and any assessments of the Union from the salary of each Employee and shall remit the amount deducted to the Union by the 15th day of the month following the month in which the deductions were made.
- 5.08** Such remittance shall be accompanied by an electronic spreadsheet that includes a unique identification number for each Employee in the bargaining unit from whose salary the deductions have been made, as well as the Employee's name, gender, department or faculty

and hours of work. Other details can be added to the spreadsheet by agreement between the Employer and PSAC.

- 5.09 Where an Employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent earnings.
- 5.10 Deductions from pay for each Employee for each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 5.11 The Employer shall provide a statement of Union dues deducted for each calendar year on the Employee's T-4 statement.
- 5.12 The Union must provide at least sixty (60) days written notice to the Employer of any change in the monthly membership dues or assessments.

Information for the Union

- 5.13 The Employer shall provide the Union with a list of all Employees in the bargaining unit by the end of each month. Such list shall include name, gender, department or faculty, date of hire, salary, e-mail address, and if provided by Employee, local mailing address, permanent mailing address, office telephone number, and home telephone number. The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the bargaining unit for Union business.

Union Access to Employees

- 5.14 The Employer recognizes the right of designated representatives of the Union in addition to PSAC's regional office staff to have access to the premises of the University to consult with members and Local Officers, to address Union meetings, and to participate in discussions, grievance meetings and negotiations with the Employer.

Union Representation

- 5.15 Employees covered by this Collective Agreement shall be entitled to Union representation at any meeting convened with the Employer to discuss any aspect of their employment performance or working conditions.

Indemnification

- 5.16 The Union agrees to indemnify and save the Employer harmless against any and all claims or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer and such claim or liability would be limited to the amount actually involved in the error.

Article 12 – Job Postings and Appointments

- 12.01** The parties acknowledge that postdoctoral candidates come to the attention of and are selected by Faculty Supervisors through a number of appropriate venues, including direct communication with a candidate(s) and/or with colleagues.
- 12.02** Except in the above such circumstances, the Employer agrees that Postdoctoral Associate positions shall be posted for a period of not less than ten (10) days, and no offer of appointment shall be made until after the posting has closed. This requirement to post shall not limit the Faculty Supervisors ability to hire under Article 12.01.
- 12.03** Such positions will be posted at reasonable locations of the Employer’s choosing, including on the website of The School of Graduate and Postdoctoral Studies, and an electronic copy of the posting will be provided to the Local at the same time.
- 12.04** A posting will identify the following: job title, description of the area or topic of research, remuneration, supervisor and academic unit, date of posting and application deadline, start date and duration of the appointment, required qualifications, the application procedure, required documentation (e.g. CV, references, publications, etc.), and any employment equity statement.
- 12.05** Appointments shall not normally be for periods of less than 12 months.
- 12.06** All Employees shall receive a letter of appointment, signed by the Employer, which shall include, at a minimum, the following information: start date of contract; end date of contract; monthly rate of pay, name of Faculty Supervisor, and campus location. The letter shall also include a link to the Collective Agreement, and details on the benefits for which they are eligible as per Article 31. The Union shall be provided electronic copies of all letters of appointment to Employees. The letter of appointment, once signed and returned by the Employee, shall constitute acknowledgement and agreement with the terms of appointment.
- 12.07** The Employer shall provide Employees with notice of extension in writing at least thirty (30) calendar days prior to completion of the stated term date of the Employee’s current appointment.
- 12.08** If an employee secures a new appointment with the same Faculty Supervisor and if the duties and responsibilities of the appointment are substantially similar to the previous appointment, the following shall apply:
- a) the probationary period for the appointment shall be deemed to have been fulfilled; and
 - b) the salary for the new appointment normally shall not be less than the salary for the original appointment.

12.09 Upon commencement of an appointment, the Employee and their Faculty Supervisor shall convene a meeting to discuss:

- a) research expectations, including associated duties and responsibilities; and
- b) the Employee's professional development goals, using Western's Professional Development Plan for Postdoctoral Scholars.

The Faculty Supervisor shall provide the Employee with a written record of the discussions under 12.09 a) and 12.09 b) within seven (7) days of the meeting. The Employee can provide the Union with a copy of the written record. The Employee and/or their Faculty Supervisor can request a meeting at anytime to review the research expectations and the professional development goals.

Article 16 – Discipline and Discharge

16.01 The Employer shall not discipline, suspend or discharge an Employee without just and sufficient cause.

16.02 The Employer recognizes the principle of progressive discipline by adopting the procedures set forth in this Article.

16.03 The Employer recognizes that an oral reprimand or a written warning should precede suspension or discharge, except in the case of gross neglect of duty, position abandonment, or gross misconduct, and that an Employee shall be given a set and reasonable time period in which to demonstrate the required sustained improvement in the area of concern.

16.04 Discipline, where warranted, shall only be imposed at a meeting with the Faculty Supervisor or a person designated by the Employer convened for this purpose. Employees shall be given **24 seventy-two (72)** hours notice of such meeting. **Such notice shall be in writing, shall contain the allegations giving rise to the meeting,** and shall ~~be advised~~ **Employees** that they are entitled to be accompanied at this meeting by a Union Representative. Employees are entitled to be heard at such meeting, and shall be entitled to append comments to any disciplinary letter.

16.05 A copy of any disciplinary letter shall be provided by the Faculty Supervisor to the Union within three (3) days of such a meeting.

Personnel Files

16.06 Employees shall have the right to review their employment file once per year by submitting such request in writing to Human Resource Services. An appointment to review the file will be arranged within five (5) working days of receipt of such request. The Employee may be accompanied by a Union Representative if he or she so wishes.

- 16.07** Upon request, a representative of the Union shall have the right to examine the personnel file of an Employee in the latter's absence, if such representative has the necessary form from Human Resources Services with an original signature of the Employee.
- 16.08** Records of discipline shall be removed from an Employee's file twelve (12) months from the date of such discipline, provided that no further discipline has been recorded within that period; or shall be removed at the end of their employment, whichever is earlier.

Article 18 – Grievance Procedure

- 18.01** It is mutually agreed by the parties that it is the spirit and intent of this Article to address disputes promptly.
- 18.02** The parties acknowledge that early discussions and resolution of disputes at the first level are encouraged as this is the key to maintaining a positive working relationship. Similarly, the parties recognize the need to share information and openly discuss options for resolution at all levels of the Grievance Procedure. This will ensure a common understanding of all of the facts, and will enhance the possibility of a mutually acceptable resolution.
- 18.03** For the purpose of this Agreement, a grievance shall be defined as an alleged violation of the interpretation, application, and administration of the specific terms of this Collective Agreement.
- 18.04** The Employer acknowledges the right and duties of the representatives of the Union to assist Employees in preparing and presenting grievances, and the Employee shall be entitled to be present at every step of the Grievance Procedure.
- 18.05** The Employee and a representative who accompanies this Employee under this Article will not suffer a loss of pay as a result of attendance at meetings between the Employer and the Employee as provided for under this Article. Both the Employee and the representative will provide as much advance notice as possible to their Faculty Supervisors of any such meetings that conflict with their Employee responsibilities.
- 18.06** No Employee shall be disciplined for exercising his or her right to present a grievance as provided in this Collective Agreement or for exercising his or her rights under the Ontario *Labour Relations Act*.
- 18.07** After a grievance has been filed, no negotiation of this grievance shall take place outside of the Grievance Procedure.
- 18.08** No grievance shall be defeated or denied by any technical objection occasioned by a clerical or typographical error.

- 18.09** The Employer and the Union agree not to introduce after Step 1 of the Grievance Procedure, or at arbitration, any new documentation involving disciplinary action, unless cleared by the Arbitrator who shall decide if the material is admissible.
- 18.10** Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 18.11** The time limits in this Grievance Procedure may be extended by mutual consent of the parties.
- 18.12** If the Union notifies the Employer in writing of an alleged violation of the Collective Agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Furthermore, the withdrawal of a grievance at any step shall be without prejudice to grievances on similar matters if the Employer receives written notification of this decision from the Union.

18.13 Informal Discussion

Before a grievance is filed, and whenever it is possible, the person designated by the **Department/School/Unit Faculty** where the Employee works shall be given the opportunity to resolve the matter in accordance with the following:

- (a) The Employee, accompanied and represented by a representative of the Union, if he or she wishes, shall discuss the matter with the person designated by the **Department/School/Unit Faculty** where the Employee works. The matter shall be brought to the attention of the person designated by the **Department/School/Unit Faculty** within twenty-one (21) days after its occurrence, or from the date the Employee ought reasonably to have been aware of the occurrence of the circumstance giving rise to the matter.
- (b) The discussion shall take place within five (5) days after the matter is brought to the attention of the person designated by the **Department/School/Unit Faculty**. If requested, the person designated by the **Department/School/Unit Faculty** shall give a reply in writing within five (5) days of the discussion. **The Employer shall provide a list and contact details of Faculty designates at the beginning of each contract year. If a Faculty designate changes within a contract year, the Employer shall provide the union written notice of the change within five (5) days.**
- (c) The parties agree that as a result of extenuating and exceptional circumstances, the Union may represent an Employee at the Informal Discussion stage of the Grievance Procedure to facilitate the resolution of a work-related dispute.

18.14 Step One

- (a) If the matter is not resolved by the Informal Discussion process provided for by Article 18.13 above, a grievance shall be submitted in writing to the Vice-Provost or designate of the School of Graduate and Postdoctoral Studies within ten (10) days of the response provided for in Article 18.13 (b) above. The grievance shall outline the facts of the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. It shall be signed and dated by the Employee and a representative of the Union.
- (b) The Employer shall convene a meeting of the parties within ten (10) days of the receipt of the grievance, and shall respond to the grievance in writing within seven (7) days of this meeting.
- (c) Where the knowledge of the perceived violation was not available to the Union, these time limits shall be extended to the date at which the Union reasonably ought to have become aware of the violation.

18.15 Step Two

The Union (or the Employer in the case of an Employer grievance) may refer the grievance to arbitration by written notice within 30 days of an unsatisfactory response at Step One.

Group or Union Policy Grievances

18.16 A Group grievance is one involving two or more Employees in one or more Faculties.

A Union Policy grievance is a grievance involving the Union as a whole.

Such grievances shall be initiated at Step One of the Grievance Procedure and shall then follow the process in 18.14 above.

Employer Grievance

18.17 An Employer grievance shall be submitted to the President of the local and shall be initiated at Step One of the Grievance Procedure. The Union shall convene a meeting of the parties within ten (10) days of the receipt of the grievance and shall respond to the grievance in writing within seven (7) days of this meeting.

Suspension and Discharge Grievances and Grievances Alleging a Requirement to Perform Unsafe Work

18.18 A disciplinary suspension or discharge grievance, or a grievance under Article 24 – Health and Safety alleging that an Employee or group of Employees is being required to perform unsafe work shall be initiated at Step One of the Grievance Procedure.

ARTICLE 28 – VACATIONS

- 28.01** Subject to Article 28.02, Employees shall earn paid vacation in the following manner:
- (a) At the rate of 1.25 working days for each of the first twenty-four (24) complete calendar months of continuous employment (up to fifteen working days per year);
 - (b) Upon completion of two (2) years of continuous employment, at the rate of 1.67 working days per month (up to twenty working days per year).
- 28.02** A break in employment of sixty (60) calendar days duration or less shall not constitute a break in the employment relationship for purpose of 28.01.
- 28.03** The Employees and the Faculty Supervisor shall ~~be entitled to schedule~~ ensure that full vacation entitlement is taken in the year in which it is earned, at times mutually agreeable to the Employee and Faculty Supervisor.
- 28.04** It is expected that an Employee's unused vacation leave credits will not exceed five (5) days at any time. However, only in special circumstances and upon written approval by the Faculty Supervisor, an Employee may be permitted to accumulate vacation leave credits to a maximum of ten (10) days.
- 28.05** If an Employee accepts a new position with the University, the Employee will have ~~his or her~~ their accrued vacation paid out or, at the Employee's election, they will have the right to take their accrued vacation before beginning their new position. Upon request, the Employee may choose to carry over a maximum of six (6) unused vacation days. In such cases, accrued vacation over and above six (6) days will be paid out.

ARTICLE 29 – LEAVES OF ABSENCE

- 29.01** For purposes of Bereavement and Family Medical Leave, family shall be defined as per the *Employment Standards Act*.
- 29.02** Leaves for the care of sick children or other sick relatives shall be without pay unless the Employee utilizes accrued vacation entitlement or makes a mutually agreeable arrangement with the Faculty Supervisor to make up the time.
- 29.03** **Bereavement Leave**
- Leave with pay for five (5) days shall be granted to an Employee for the purpose of administering bereavement responsibilities and/or to attend the memorial service of a family

member. In instances where extensive travel is required, or where individual circumstances warrant, additional days of leave without pay may be granted at the sole discretion of the Faculty Supervisor.

29.04 Family Medical Leave and Critical Illness Leave

Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.

29.05 An Employee shall be granted leave under Family Medical Leave and Critical Illness Leave shall be without pay for the care and support of family in accordance with the following conditions:

- (a) an Employee shall notify the University in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) an Employee shall provide the Faculty Supervisor with a copy of a medical certificate issued by a qualified health practitioner as proof that the critically ill family member needs care or support over a specific period of weeks and is at significant risk of death within 26 weeks.

29.06 Leave entitlements granted for Family Medical Leave and Critical Illness Leave in accordance with 29.05 shall be as follows: for a minimum period of one (1) week and for a maximum period of eight (8) weeks. Leave shall be taken in periods of whole weeks.

- a) Family Medical Leave: a minimum of one (1) week and for a maximum period of twenty-eight (28) weeks within a specified fifty-two (52) week period when a family member is at significant risk of death within twenty-six (26) weeks. Leave shall be taken in periods of whole weeks. If two or more employees take leaves under this clause in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed twenty-eight (28) weeks during the fifty-two (52) week period.
- b) Critical Illness Leave to support a minor child: a maximum period of thirty-seven (37) weeks within a fifty-two (52) week period to provide care and support of a critically ill child under the age of eighteen (18). Leaves may be taken in periods of days, but any days taken within a single week shall count as a week from the leave.
- c) Critical Illness Leave to support an adult: a maximum period of seventeen (17) weeks to provide care and support of a critically ill adult over the age of eighteen (18). Leave may be taken in periods of days, but any days taken within a single week shall count as a week from the leave.

29.07 Service shall continue to accrue during periods of Family Medical Leave and **Critical Illness Leave**.

29.08 Court Leave

Upon written request to the Faculty Supervisor, an Employee shall be granted paid leave, less what the court pays for the performance of the required duties, when summonsed to serve for jury duty or jury selection, or when subpoenaed as a witness to court proceedings to which the Employee is not a party.

29.09 The Employee must present a copy of the summons or subpoena to the Faculty Supervisor which indicates the period of jury duty or witness service required.

29.10 To qualify for paid Court Leave, the Employee must provide evidence confirming the period of jury or witness duty served.

29.11 Pregnancy, Parental, and Adoption Leaves

~~Following thirteen (13) weeks of continuous service, an~~ An Employee shall be eligible for pregnancy ~~and/or parental~~ leave as defined in the *Employment Standards Act* ~~provided that they commenced Employment at least thirteen (13) weeks prior to their expected due date.~~ ~~Following thirteen (13) weeks of continuous service, an Employee shall be eligible for parental leave as defined in the *Employment Standards Act*. It is important that employees obtain information about their rights to Employment Insurance benefits if they are considering taking a pregnancy or parental leave under this article.~~

29.12 An Employee who becomes pregnant shall, upon request, be granted pregnancy leave for a period of seventeen (17) weeks beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy. At its discretion, the Employer may require an Employee to submit a medical certificate certifying pregnancy. The Employer shall reimburse the cost of the medical certificate. An Employee shall inform his or her Faculty Supervisor in writing of her plans for taking leave at least four (4) weeks in advance of the initial date of pregnancy leave, or such lesser period where there is a valid reason why that notice cannot be given.

29.13 Parental leave, separate from pregnancy leave, shall be extended to any Employee who becomes a parent of a newborn or a newly adopted child or children. The birth mother shall be entitled to a leave of ~~thirty-five (35)~~ sixty-one (61) weeks and the ~~father~~ other new parent(s) shall be entitled to a leave of ~~thirty-seven (37)~~ sixty-three (63) weeks. The adoptive parent(s) shall be entitled to a parental leave of ~~thirty-seven (37)~~ sixty-three (63) weeks. ~~The parental leave for an Employee couple of a newborn or a newly adopted child shall not exceed a combined total of thirty-seven (37) sixty-three (63) weeks.~~ The Employee shall inform, in

writing, the Faculty Supervisor of his/ her plans for taking parental leave at least four (4) weeks in advance of the initial date of the parental leave, or such lesser period where there is a valid reason why that notice cannot be given.

- 29.14** A female Employee who has taken a pregnancy leave, if she chooses to take a parental leave also, shall take the parental leave immediately following the pregnancy leave, unless the child has not come into the care and control of the mother at the end of the pregnancy leave (e.g. is hospitalized) in which case alternative arrangements respecting the timing of the parental leave may be made.
- 29.15** Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy, and/or delivery of the infant, will be treated in accordance with Articles 29.22 to 29.24 - Sick Leave. Employees unable to return to work following a pregnancy leave, or subsequent parental leave, because of illness associated with the birth of a child, shall notify the University as soon as possible.
- 29.16** For the birth parents of a newborn child, the parental leave must ~~conclude~~ **begin** no later than ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the child is born or comes in the care and control of the parent for the first time.
- 29.17** For the parents of an adopted child, the parental leave must ~~conclude~~ **begin** no later than ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the child comes in the care and control of the parent for the first time.
- 29.18** An Employee who qualifies under this Article for pregnancy leave or parental leave, and has worked for the University for at least one (1) year, and has made the necessary application for, is eligible for, and will be in receipt of Employment Insurance (EI) benefits, shall be granted Supplementary Employment Insurance Benefits for the period of the pregnancy leave or for seventeen (17) weeks of the parental leave, or to the expiration of the Employee's contract, whichever is the lesser. The Application for Supplementary Employment Insurance Benefits will be made through Human Resources. The one (1) year period shall be calculated from the commencement of employment to the expected delivery date or the date on which a child comes in to the care and control of the parent for the first time. The one (1) year period may be waived in the case of the adoption of a child where the date that the child comes into the care and control of the parent is outside the control of the parent.
- 29.19** The Supplementary Employment Insurance Benefits (**SEIB**) shall be in the amount of:

- (a) 95% of salary at the commencement of the leave paid by the Employer for the initial ~~two (2)~~ one-week waiting period prior to commencement of the Employment Insurance Benefits; and,
- (b) the difference between 55% of the Employee's pre-leave salary up to the maximum insurable earnings for Employment Insurance purposes ~~the EI benefit level~~ and 95% of the Employee's pre-leave salary paid by the Employer for the remainder of the eligible leave, not to exceed an additional ~~fifteen (15)~~ seventeen (17) weeks.
- (c) In no case will the total amount of SEIB, 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.

29.20 If, before six (6) months have elapsed since his/her return to work, an Employee voluntarily resigns his/her employment, or is discharged for cause, he or she will be indebted to the Employer for the sum of monies paid to them by the Employer during his or her leave.

29.21 The Supplementary Employment Insurance Benefits for an Employee couple shall not exceed a combined total of ~~eighteen (18)~~ 17 weeks.

29.22 Sick Leave

Employees shall be granted up to ~~six (6)~~ nine (9) days of sick leave with pay annually. There shall be no carry-over of sick days beyond the period for which they are granted.

29.23 Employees are to notify their Faculty Supervisors as early as possible of their absence and expected date of return to work.

29.24 The University shall grant a leave of absence without pay for sick leave to Employees who have used all of their granted sick leave with pay in accordance with Article 25 Medical Accommodation.

29.25 Religious Observance Leave

With advance notice to the Faculty Supervisor, Employees shall be entitled to up to two (2) days per year of leave with pay to observe holidays of the Employee's religion other than those specified in Article 27 – Designated University Holidays provided such religion is listed in the Multicultural Calendar distributed by the department of Equity & Human Rights Services.

29.26 Union Leave

The Employer shall grant leave with pay for one (1) Employee participating as a party, a witness, or a representative of the Local in respect to:

- (a) any proceeding before the Ontario Labour Relations Board;

(b) any proceedings under Article 18 Grievance Procedure and Article 19 Arbitration; and,

(c) scheduled meetings with the Employer on behalf of the Union.

29.27 The Employer shall recognize a negotiating team consisting of up to two (2) Employees. Employees who are members of the negotiating team shall not lose pay during any negotiating meetings with the Employer, up to and including two (2) days of conciliation, but not beyond, held during the Employee's regular working hours.

29.28 Employees may request Union leave without pay in order to serve the Union. Such leave shall be up to a maximum of ten (10) working days per year.

29.29 Domestic and Sexual Violence Leave

Following thirteen (13) weeks of continuous service, an Employee shall be eligible for ten (10) days and up to fifteen (15) weeks of leave if the Employee or a child of the Employee experiences domestic or sexual violence, or the threat of domestic or sexual violence, as defined in the Ontario *Employment Standards Act*. Employees may take ten (10) days as paid leave and the balance as unpaid leave.

ARTICLE 31 – BENEFITS

31.01 Extended Health and Dental Benefit Plan

a) Employees under this agreement will receive Extended Health and Dental Benefit Plan as outlined in Appendix B for the duration of their contract. Family premiums are subject to change each May 1, based on claims experience.

b) Employees who want access to the Extended Health and Dental Benefit Plan for Family, as defined in Appendix B, must pay 100% of the difference between family and single coverage premiums. Premiums for Family coverage will be deducted from the employee's pay on a monthly basis.

31.02 The University reserves the right to select and replace the benefit administrators and/or insurance carriers for delivery of the benefit plan. The University will provide members with 90 day notice of any change in benefit plan provider.

31.03 The Extended Health and Dental Benefit Plan ceases to be a benefit for an Employee and their Family on the last day of the month coincident with or following his/her date of termination or salary continuance under X1.05.

31.04 Life and Accident Insurance

Optional Life Insurance may be purchased at 100% cost to the Employee. Employees may elect insurance benefits on their life in increments of \$50,000 to a maximum of \$500,000. The

Optional Life Insurance premiums will be based on age, gender and smoker status and are subject to annual adjustments that reflect the cost of the plan on a University wide basis.

- 31.05** Dependent Life insurance may be purchased at 100% cost to the Employee. The Dependent Life Insurance provides for \$40,000 on the death of a covered Employee's spouse and \$10,000 on the death of a covered Employee's dependent child. The premium for this benefit is a flat rate for all in the plan.
- 31.06** Voluntary Accident Insurance may be purchased at 100% cost to the Employee. The Voluntary Accident Insurance provides for a benefit up to \$250,000 upon the covered Employee's death by accident and/or benefits if the covered Employee should lose a limb, eye and a variety of other consequences of accidents. The premium for the benefit depends upon the level of insurance chosen.

31.07 Employee Assistance Plan

Employees will have access to confidential counseling services, currently provided by the Thames Valley Family Services, to support their family needs in the areas of social, psychology, credit and other personal counseling services and education.

31.08 Professional Allowance

Effective January 1, 2021 and each subsequent calendar year, Employees will be provided with a Professional Allowance of \$55 per month for the number of appointment months in the calendar year. The professional allowance for each calendar year shall be provided in the Employee's professional allowance account at the beginning of each calendar year of the Employee's appointment. Unused amounts in the Professional Allowance may be carried over into the next calendar year of a current appointment.

ARTICLE 32 – LOCAL SUPPORT

- 32.01** On September 1 of each year, the Employer shall pay the Alliance the sum of \$9,500 to assist the Alliance in the administration of the Collective Agreement. The Alliance shall have full discretion in how this amount is allocated to its executive members. From these funds, the Alliance may choose to support the PSAC Social Justice Fund.

ARTICLE 33 – DURATION AND RENEWAL

- 33.01** The terms of this Agreement will become effective upon the date of ratification by both parties and shall be in effect until December 31, 2022 ~~2019~~.
- 33.02** This Agreement shall remain in effect from year to year thereafter unless either party informs the other in writing of a desire to amend this Agreement. This notification of the desire to amend the

Agreement must occur within three (3) months prior to the expiration date of this Agreement or any anniversary of such expiration date.

ARTICLE X1 – TERMINATION OF EMPLOYMENT

Resignation from the University

X1.01 Whenever possible, an Employee must provide written notice at least twenty (20) days in advance of resignation date.

End of Contract

X1.02 Employment ends automatically upon the completion of the stated term date of appointment, without written notice from the Employer. Where the Employer intends to extend an Employee's contract, the Employer shall do so in accordance with Article 12.07.

Employer Initiated Termination

X1.03 The Employer reserves the right to terminate the employment of any member for just cause. Dismissal for just cause must be conducted in a manner consistent with Article 16 – Discipline and Discharge.

X1.04 An Employee whose position ends prior to its stated expiration date due to frustration of contract shall be provided a minimum of thirty (30) calendar days' notice or pay in lieu of notice of termination.

X1.05 If the Employer terminates the employment of any member due to a reduction in grant funding, the Employer shall give the Employee six (6) weeks' notice or equivalent pay in lieu of notice in the form of salary continuance. The Employee shall have access to all Benefits under Article 31 during the period of salary continuance.

Appendix A

The stated minimum applicable annualized stipend/salary from all combined sources to each Employee shall be as follows:

Effective January 1, 2020 Minimum Floor: \$34,425

Effective January 1, 2021 Minimum Floor: \$34,942

Effective January 1, 2022 Minimum Floor: \$35,466

**Effective May 1, 2020, each active Employee will receive a wage increase of 1% (annualized).
Retroactive pay will be paid to all Employees who are employed by the Employer as of the date of ratification.**

Effective January 1, 2021, each active Employee will receive a wage increase of 1% (annualized).

Effective January 1, 2022, each active Employee will receive a wage increase of 1% (annualized).

Lump Sum Payment

All active eligible Employees as of the date of ratification of this Collective Agreement, excluding those on unpaid leave of absences and those in receipt of benefits from Workplace Safety Insurance Board, shall receive a one-time lump sum payment of \$250, payable in the pay period of ~~August 2017~~ **January 2017**.

Appendix B – Extended Health and Dental Benefit Plan

Benefit Type	Coverage
Prescription Drugs	<ul style="list-style-type: none"> - 80% coinsurance - Mandatory generic drug substitution - Maximum dispensing fee of \$6.50 - Speciality drug plan and Opioid management controls - Overall maximum \$25,000/yr per covered person
Paramedical Services	<ul style="list-style-type: none"> - 80% coinsurance - Massage Therapist, Chiropractor, Physiotherapy, Psychologist, (includes Psychotherapist, MSW/Clinical Counsellor/Family Counsellor), Naturopath - combined annual maximum of \$500 per covered person
Medical Equipment and Supplies	<ul style="list-style-type: none"> - hearing aids 80% coinsurance subject to limit of \$500/ 5 years - Orthotics/Custom made Orthopaedic Shoes/Adjustments to Stock Item Shoes – 80% reimbursement - \$200 combined maximum - Wigs – 80% reimbursement to a lifetime maximum of \$400 - Other Medical Services and Supplies – reimbursed at 80% (i.e. surgical stockings, brassieres, crutches, braces etc.) - diabetic supplies – glucometer, Continuous Glucose Monitoring (CGM), Freestyle Libre etc.- based on reasonable and customary charges. - Insulin dependent diabetics subject to 3,000 strips/yr; other diabetics subject to 400 strips/year
Hospitalization	<ul style="list-style-type: none"> - Hospital – Semi-Private Hospital Room – 80% reimbursement
Vision Care	<ul style="list-style-type: none"> - Vision Care – 100% reimbursement – with a maximum of \$150/24 months
Out of Country Emergency Travel	<ul style="list-style-type: none"> - Out of Country Coverage/Standard Manuassist– 60 days, \$100,000 lifetime maximum, with a 100% reimbursement (includes the standard stability clause)
Dental – basic preventative	<ul style="list-style-type: none"> - Basic Coverage (Basic/Periodontics and Endodontic – Levels I and II) – 9 month recall – 80% reimbursement - Current Dental Fee Guide
Dental Major	<ul style="list-style-type: none"> - Dentures (Level III) – 50% reimbursement - Bridges/Crowns (Level IV) – 50% reimbursement - Combined Maximum (basic and Major) of \$1,200/yr per covered person

DEFINITION OF FAMILY

A **Family** includes the Employee plus one **Spouse**, if any, and children that 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 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.

* Coverage will continue until the end of the month following the date the Child is no longer eligible for coverage as described above.

Spouse means: the legally married spouse of the Employee; or a person of the opposite or same sex who has continuously lived with the Employee for a period of at least one year in a conjugal relationship outside marriage. Only one Spouse will be considered as being covered at any time.

Letter of Understanding

Between

The University of Western Ontario

And

Public Service Alliance of Canada, Local 610

Extended Health and Dental Benefit Plan Implementation (“the plan”)

1. Effective January 1, 2021 all active postdoctoral scholars represented by PSAC 610 Unit 2 with employment contracts that continue into 2021 and beyond will be enrolled in the new Extended Health and Dental Benefit Plan.
2. Upon ratification of this agreement, members who have existing Flex Credits designated as Professional Allowance and/or Health Care Spending Accounts shall retain their banked Professional Allowance and/or Health Spending Accounts until they have been exhausted or end of contract or until December 31, 2021, whichever comes first.
3. The University will fund the monthly premiums for single coverage for members-
4. Effective January 1, 2021 members who elect family coverage will be required to pay 100% of the difference between family and single coverage premiums as a deduction from their pay.

The University shall review the claims experience for the plan year (beginning with 2021), and notify members of any change in premiums for Family coverage effective May 1, 2022 and shall provide the Union with a copy of the review. If the University deems that a change in premiums is necessary in light of the claims experience review, it shall notify the union at least sixty (60) days prior to introducing any premium change. The Employer shall notify members of any change in premiums effective May 1 of each year.

Employees who commence their initial appointment at Western University in December 2020 will be eligible for a one-time payment of \$120.

The Negotiating Team agrees to recommend this agreement to their respective parties and to keep the terms of the tentative settlement confidential until ratification by Members and Board of Governors is complete.

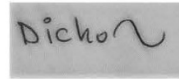
For the University:

For the Union:

Jane C OBrien
Digitally signed by Jane C OBrien
Date: 2020.10.26 17:19:54 -04'00'



Linda Miller
Digitally signed by Linda Miller
Date: 2020.10.26 17:03:27 -04'00'



Annie Morin
Digitally signed by Annie Morin
Date: 2020.10.26 17:00:02 -04'00'



Mihaela Harnos
Digitally signed by Mihaela Harnos
Date: 2020.10.26 17:08:25 -04'00'



Dated: _____

Time: _____