

Collective Agreement

Between

**Ontario Public Service Employees Union/Syndicat
des Employés de la Fonction Publique de l'Ontario
on behalf of its Local 231**

Special Constable Service

and

University of Waterloo

DURATION: May 1, 2021 – April 30, 2024



Sector 9
2-231-10506-20240430-9

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ARTICLE 1 – PURPOSE

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Union and to establish and maintain mutually satisfactory working conditions, hours of work, and wages, and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to all matters covered by this Agreement for all persons employed by the University of Waterloo in Special Constable Service in the Regional Municipality of Waterloo, save and except Sergeant, those above the rank of Sergeant, managers, and persons for whom any trade Union held bargaining rights prior to March 04, 2020.

In bargaining, the Union and the University agreed to change “University of Waterloo Police Services” to “University of Waterloo Special Constable Service” in the above Recognition and Scope clause.

- 2.02** It is the desire of both parties to this agreement to display a spirit of mutual trust and understanding in an effort to maintain and improve the existing harmonious relationship. To promote the morale, wellbeing and security of employees in the bargaining unit, the parties will secure prompt and equitable resolution of any grievances arising out of the administration of this agreement. It is agreed that neither management nor the Union will issue directives in contravention of any applicable legislation.

No employee shall be required or permitted to make a written or verbal agreement with the University which conflicts with the terms of this collective agreement, unless approved by the Union executive.

- 2.03** The classifications listed in Schedule A are the only job classifications covered by this Agreement. Any new job classifications within the bargaining unit which may be created in the future may be added to Schedule A as per Article 2.04.

- 2.04** It is agreed that the University may, at its sole discretion, establish new job classifications from time to time. The wage rate for such new job category will be determined in consultation between the University and the Union. If the parties are unable to agree upon a rate of pay for such new job category, the University shall set the rate, and such rate may be submitted to the Grievance Procedure.

2.05 Supervisory or non-bargaining unit personnel shall not perform the work of bargaining unit employees where such work results in the lay-off of a bargaining unit employee.

ARTICLE 3 – MANAGEMENT’S RIGHTS AND RESERVATIONS

3.01 It is understood and agreed that all managerial rights of the University shall be reserved to it except to the extent herein limited; and without intending to restrict the generality of the foregoing, the Union acknowledges that it is the exclusive function of the employer to:

- a) Generally manage and operate the University of Waterloo.
- b) Maintain order, discipline and efficiency.
- c) Establish, post and enforce reasonably, rules and regulations not inconsistent with the provisions of the Agreement, governing the conduct of the employees.
- d) Hire, promote, demote, transfer, or suspend or otherwise discipline or discharge any employee, subject to the right of the employee to lodge a grievance in the manner and to the extent herein provided; exercised in a manner consistent with the provisions of this Agreement.
- e) Determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, to ensure to the extent feasible that employees receive the training deemed necessary by the University to perform their duties as Special Constables and Communications Operators, the schedules of work, and all other matters concerning the University's operation not otherwise specifically dealt with elsewhere in this Agreement.

3.02 The University agrees that these functions will be exercised in a manner consistent with the provisions of this Collective Agreement.

ARTICLE 4 – DUES DEDUCTION

4.01 The University shall deduct Union dues commencing from the first day of employment, from the pay of each employee, starting with the pay period nearest to the effective date of this Agreement, an amount equivalent to such Union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct Union dues from any retroactive wage payments.

The University agrees that it will submit a cheque to the Union, not later than the 15th day of each month following the month in which dues were deducted. The total amount of such deductions shall be forwarded to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario. The remittance shall be accompanied by a list of names, employee number or a unique identifier, and the amount deducted. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence, and may be either in hard copy or electronic copy.

4.02 The University agrees to give each person in the bargaining unit a T4 slip for income tax purposes showing the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return.

4.03 The Union will advise the Director, HR Client Services in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.

4.04 The Union agrees to save the University harmless and to indemnify the University with respect to any claim made against the University arising out of the deduction of Union dues as herein provided.

ARTICLE 5 – PROVISION OF SPECIAL CONSTABLE SERVICE

5.01 The parties to this agreement agree and affirm by the nature and scope of their duties and by their solemn oath, that the University of Waterloo Special Constable Service employees are bound to perform their duties subject to the agreement between the University of Waterloo and the Waterloo Regional Police Services Board, based on the needs of the University of Waterloo Community.

It is the responsibility of every member of the University of Waterloo Special Constable Service and not limited to:

- a) Be accountable for their actions to their superiors, subordinates, co-workers and the community;
- b) Carry out their duties in a responsible, professional and efficient manner while fostering positive relationships with the entire University community as well as external groups and be accountable for their actions while doing so;
- c) Identify and take action to rectify conditions which pose a safety or security risk to the community while respecting the policies and procedures of the University;
- d) Provide leadership, assistance and support to members of the community as well as other members of the department; and,
- e) The provision of these services shall be in keeping with the Collective Agreement and the service agreement between the Waterloo Regional Police Services Board and the University of Waterloo Special Constable Service.

5.02 The members of the Special Constable Service will deliver services to the community in accordance with *The Community Safety and Policing Act, 2019*, as amended and community policing principles including:

- a) The need to ensure the safety and security of all persons and property at the University;
- b) The importance of safeguarding the fundamental rights guaranteed by the Canadian Charter of Rights and Freedoms and the *Ontario Human Rights Code*;
- c) The need for co-operation between the providers of constable services and the University community;
- d) The importance of respect for the victims of crime and understanding of their needs;
- e) The need for sensitivity to the pluralistic, multiracial and multi-cultural character of the University; and,
- f) These principles will be carried out in keeping with the provisions of the Collective Agreement.

ARTICLE 6 – STRIKE OR LOCK-OUT

6.01 During the term of this Agreement and during such periods where prohibited by the *Labour Relations Act, 1995*, as amended and in view of the orderly procedure for settling grievances established hereby, the University agrees that it will not call or authorize, and no officer, official or agent of the University will counsel, procure, support or encourage any lock-out of its employees; the Union agrees that it will not call or authorize, and no officer, official or agent of the Union will counsel, procure, support, or encourage a strike. The Union further agrees that any strike or other action designed to restrict or limit the work or the University's operations by employees would be in violation of this Agreement and if any such strike or action takes place involving Union members, the Union will repudiate it forthwith and advise its members to return to work or cease such action.

ARTICLE 7 – HARASSMENT AND DISCRIMINATION IN THE WORKPLACE

7.01 Harassment and Discrimination are contrary to the *Ontario Human Rights Code*. Workplace Harassment is contrary to the *Occupational Health and Safety Act*. Accordingly, it is agreed that there shall be no harassment, discrimination, interference, restraint, coercion or intimidation of any individual by another, based on any of the prohibited grounds set out in the *Ontario Human Rights Code*, and based on the prohibition of workplace harassment as defined in the *Occupational Health and Safety Act*.

7.02 The Employer and the Union recognizes, and takes seriously, their responsibilities to maintain a harassment and discrimination free workplace.

7.03 Complaints of harassing or discriminatory behaviour shall be eligible to be processed through the Grievance Procedure. If the respondent in the complaint is the person who would normally deal with the complaint or grievance, the complaint or grievance will be heard by the next level of supervision.

7.04 No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.

7.05 Despite the eligibility to process complaints through this agreement, an individual also has the right to pursue the matter with the Human Rights Tribunal of Ontario at any time subject to the Human Rights Tribunal of Ontario's jurisdiction to defer an application in accordance with the Tribunal's Rules.

- 7.06** Employees found to have harassed or discriminated against others could face disciplinary and corrective action including from a verbal reprimand up to, and including, termination.
- 7.07** The employer agrees that information and training regarding harassment and discrimination is essential and will work jointly with the Union on all training and information initiatives.
- 7.08** The University and the Union agree that there will be no harassment, discrimination, interference, restraint, coercion or intimidation exercised or practised by the University, the Union, or their respective representatives because of membership/non-membership or activity/non-activity in the Union.
- 7.09** Support and information is available through the Employee Family Assistance Program, OPSEU/SEFPO, Conflict Management and Human Rights Office or Human Resources.
- 7.10** The University, the Union and the employee recognize the duty of accommodation and their respective responsibilities under the *Ontario Human Rights Code*. The University shall make every reasonable effort to accommodate the needs of employees related to prohibited grounds under the *Ontario Human Rights Code*. All requests for medical accommodation will be managed through the University's Occupational Health, in accordance with current processes. The University acknowledges the employee's right to request Union representation during the accommodation process.
- 7.11** The University and the Union agree that the achievement of employment equity is desirable and are therefore committed to equity in employment for members of historically underrepresented groups.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01** Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable may be made the subject of a grievance and an earnest effort shall be made to settle such a grievance as quickly as possible. A written grievance, signed by the employee, shall state the nature of the grievance, the clause(s) of the Collective Agreement alleged to have been violated, and the re-dress sought.

8.02 Informal Resolution

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until the employee has first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with the employee's immediate supervisor within seven (7) calendar days of becoming aware of the complaint. If the complaint is not settled, it shall be taken up as a grievance within seven (7) calendar days of the discussion in the following manner and sequence:

8.03 Step 1

The employee may file a grievance in writing with the Director, Special Constable Service, or their designate, and the Director, Client Services in Human Resources. The written grievance, signed by the employee, shall state the nature of the grievance, the clause(s) of the Collective Agreement alleged to have been violated, and the re-dress sought. The Director, Special Constable Service, or their designate, shall hold a meeting with the grievor and their Union representative, at a mutually agreeable time within seven (7) calendar days of receipt of the request. The Director, Special Constable Service, or their designate, shall give the grievor their decision in writing within ten (10) calendar days of the submission of the grievance.

8.04 Step 2

If the grievance is not resolved at Step 1, the grievor may submit the grievance, through the Steward and Human Resources, to the Associate Provost, Human Resources or designate, who shall endeavour to hold a meeting with the grievor and their Union representative, at a mutually agreeable time within thirty (30) calendar days of receipt of the request. The Associate Provost, Human Resources, or their designate, shall deliver their decision in writing within ten (10) calendar days of the meeting. If the grievance is not resolved at Step 2, the grievor may submit their grievance to arbitration as set out in Article 9.

8.05 Dismissal Grievance

A claim by an employee who has been discharged from employ, that the discharge or was without just cause, shall be treated as a grievance if the written grievance is lodged with the Employer within ten (10) calendar days of the discharge. Such grievance shall commence at Step 2 of the grievance procedure as herein provided; such grievance may be settled by confirming the Employer's action in discharging the employee, or by reinstating the employee with appropriate compensation or by any other arrangement which is acceptable to the parties, or, if necessary, an Arbitrator.

8.06 Policy Grievance

A grievance involving a question of general application or interpretation of the Collective Agreement, specifically arising directly between the University and the Union shall be initiated at Step 1. Any grievance by the University or the Union as provided herein shall be commenced within twenty (20) calendar days after the grieving party became aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee(s) where such employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.

8.07 Group Grievance

When two (2) or more employees wish to file a grievance arising from the same alleged violation of this Collective Agreement, provided each of them have satisfied the Informal Resolution stage, such grievance may be handled as a group grievance and presented to the University beginning at Step 1 of the grievance procedure within seven (7) calendar days following the decision of their immediate supervisor.

8.08 The time limits set out in this Article 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. Subsection 48(16) of the *Labour Relations Act, 1995*, as amended, does not apply. In the event that management fails to process the grievance within the specified time, the Union may advance the grievance to the next step in the Grievance Procedure.

8.09 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.

8.10 The employee has the right to be accompanied and represented by a Union representative at all meetings in the grievance/arbitration procedure. The employee also has the right to be represented by an OPSEU/SEFPO Staff Representative.

8.11 Mediation

The parties may mutually agree to refer a grievance to a Mediator before proceeding to arbitration. The selection of a Mediator will be agreed to and costs shall be shared equally by the parties. The mediation shall be conducted on a without prejudice basis and shall not otherwise affect any timelines or provisions of the grievance/arbitration process, unless the parties agree in writing otherwise. In the event that the matter is not settled by mediation,

then the matter may then be resolved at arbitration. The referring party shall contact the other and agree on a satisfactory selection process.

- 8.12** All decisions agreed upon between the employer and the Union shall be final and binding upon each of them and the employee or employees concerned.

ARTICLE 9 – ARBITRATION

- 9.01** Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as herein provided. If no written request for arbitration is received within fourteen (14) calendar days after the Step 2 decision by the Associate Provost, Human Resources under the foregoing procedure is given, the grievance shall be deemed to have been abandoned.
- 9.02** All agreements reached under the grievance procedure between the representatives of the Employer, the representatives of the Union and the grievor(s) will be final and binding upon the parties.
- 9.03** When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time identify a choice for a sole Arbitrator. Within seven (7) calendar days thereafter, the other party shall identify its choice of a sole Arbitrator. The parties may confer in an effort to seek agreement on a sole Arbitrator, or where there is no agreement within a period of fourteen (14) calendar days, the Minister of Labor for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure.
- 9.04** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided. Notwithstanding the foregoing the parties, by mutual agreement, may request the Arbitrator to mediate the dispute in an attempt to avoid an arbitration hearing.
- 9.05** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.06** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.

- 9.07** The decision of the Arbitrator will be final and binding upon the parties hereto and the employee(s).
- 9.08** Each of the parties will jointly and equally bear the fees expense of the Arbitrator.
- 9.09** The party that is referring a matter to Arbitration shall be responsible for informing any third party likely to be adversely affected of:
- a) The time and place of the arbitration hearing;
 - b) The matter(s) to be placed before the Arbitrator; and,
 - c) Of the right of that third party to be present and represented.
- 9.10** The grievor, the Unit Steward, and those employees who are summonsed or subpoenaed as witnesses and whose attendance is required at arbitration hearings shall receive permission to be absent from work and the Union shall reimburse the employer for the cost of the employees' wages for the day(s) required to attend an arbitration hearing.
- 9.11** The Arbitrator shall be governed by the following provisions:
- a) The Arbitrator shall hear and determine the grievance and issue a decision which is final and binding on the parties and upon any employee affected by it; and,
 - b) The Arbitrator determines their own procedure but shall give full opportunity to all parties to present evidence and make representations.
- 9.12** The time limit fixed in the Arbitration Procedure may be extended by written agreement of the parties to this Agreement.

ARTICLE 10 – UNION REPRESENTATION

- 10.01** It is agreed that there shall be no solicitation of employees covered by this Agreement, or other Union activities on the premises of the University during working hours except as permitted by this Agreement.
- 10.02** New employees will have the opportunity to meet, for up to 45 minutes, with a representative of the Union during the Employer's orientation period without loss of regular earnings, subject to operational requirements. The employee

will be advised that they are covered by the terms and conditions of the Collective Agreement in their official letter of employment issued by the University. The employee will be advised of the availability of the Collective Agreement on the Human Resources website.

10.03 Copies of the Agreement

The parties agree that within thirty (30) days of ratification, a draft electronic copy of the Collective Agreement will be published on the University's Human Resources website. The University shall make the finalized version of the Collective Agreement available on the Human Resources website as soon as is reasonably practicable thereafter. Where requested, the parties shall cooperate in making the Agreement accessible to employees as required by the *Accessibility for Ontarians with Disabilities Act (AODA)*. The Union will also provide new employees with a printed copy of the collective agreement.

10.04 The Employer agrees to recognize one (1) Unit Steward and up to two (2) Union Stewards elected or appointed from among the employees in the bargaining unit.

10.05 The duty of the Stewards shall be to represent employee(s) and to process grievances or complaints as outlined in the grievance procedure of this Agreement.

10.06 The Union will inform the Employer, in writing, of the names of the Stewards and of any subsequent changes and the Employer will not be required to recognize such Stewards until notification from the Union has been received.

10.07 The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without first receiving permission from their supervisor. Such permission shall not be withheld unreasonably. It is further understood that any cancelled or interrupted meetings would be rescheduled or resumed as soon as possible.

10.08 A griever, a Union Steward, or an employee whose participation is necessary at a meeting arranged between the Employer and the Union who attends such a meeting during their normal working hours shall suffer no loss of pay or benefits for time spent attending or preparing for the meeting. Whenever possible, any such meetings will be scheduled during the working hours of the parties involved. At any such meeting the griever is entitled to be assisted by their steward and a staff representative of OPSEU/SEFPO when necessary.

10.09 Negotiating Committee

- a) The Employer agrees to recognize the Negotiating Committee comprised of a Union Staff Representative and up to three (3) bargaining team representatives and one (1) alternate, who shall be elected or appointed from amongst the employees in the bargaining unit for the purpose of negotiating the Agreement or its renewal. A member of the Negotiating Committee shall suffer no loss of pay or benefits for time spent during their regular working hours attending negotiating sessions for the renewal agreement up to and including conciliation. Should a member of the Negotiating Committee be required to attend negotiations outside of their regular shift schedule, the University will provide the employee with pay at their straight time wage rate for time spent negotiating, up to and including conciliation, to a maximum of their regular shift hours per negotiation date. Either party may utilize additional resource staff as may be required.
- b) Subject to operational requirements being met, the University agrees to release negotiation team members for the purposes of negotiation preparation. Such release time must first be requested in writing to the Director, University of Waterloo Special Constable Service, or their designate.

Union Management Committee

- 10.10** It is agreed that a Union Management Committee be established for the purpose of discussing matters related to the administration of this Collective Agreement. The Committee shall not have the power to alter, amend or modify the specific terms of the Agreement.
- 10.11** It is agreed that membership shall consist of the three (3) representatives from the Union Committee and three (3) representatives of the Employer. A member(s) of Human Resources will attend the meetings.
- 10.12** The Union Management Committee shall meet three (3) times per year. By mutual agreement the parties may schedule additional meetings. Each party shall notify the other party of the proposed agenda items fifteen (15) days in advance of the meeting.

When the representative is requested to attend a Union Management Committee meeting outside of the representatives' scheduled normal working hours they will be paid for the hours attending.
- 10.13** The employer and the Union shall rotate chairing these meetings. Minutes of each meeting shall be prepared by the Chair and a copy shall be forwarded to all members of the committee for review.

10.14 Union Committee members will not suffer any loss of wages, benefits or credits for time spent at these meetings.

10.15 Union Leave

Subject to the operational needs and requirements of the Employer, the Employer agrees to grant leaves of absence, without pay, to not more than two (2) employees at any one time, to attend Union business including conferences, conventions. Granting of such leave shall not be unreasonably withheld. In requesting such leave of absence for an employee(s), the Union must give at least fourteen (14) calendar days' notice in writing to the Employer. During such leave of absence, an Employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of the employee's wages and benefits. The Employer will bill the Union and the Union will remit payment.

ARTICLE 11 – SENIORITY

11.01 Seniority shall mean length of continuous service with the University of Waterloo from a member's last date of hire as a Special Constable or a Communications Operator within the University of Waterloo Special Constable Service, subject to 12.07. Seniority shall be applied on a bargaining unit wide basis.

11.02 a) An electronic seniority list will be maintained by the University with copy supplied to the Union every six (6) months. The Union may also request an up to date seniority list on an as required basis for the purpose of conducting Union business.

b) For the purpose of establishing and maintaining a clear seniority list, the University shall use the last date of hire as a Special Constable or a Communications Operator within the University of Waterloo Special Constable Service, subject to any adjustment for 12.07. In the event that employees have the same seniority, then time stamped acceptance of offer shall govern.

11.03 Probationary Employee

a) An employee will be considered to be on probation and will not acquire seniority until after they have completed the required probationary period. Upon successful completion of probation, an employee's seniority is acquired and is from last date of hire as a Special Constable or a Communications Operator within the University of Waterloo Special Constable Service. An employee's

probationary period may be extended. Temporary employees, defined as employed on a fixed term not to exceed 18 months, shall be considered to be probationary for the duration of their employment contract.

- b) There will be a twelve (12) month probationary period for Special Constable positions requiring certifications and professional credentials; all other positions shall have a probationary period of six (6) months. For clarity probation will be calculated from the last date of hire as a Special Constable or a Communications Operator.
- c) As applicable, a probationary Special Constable employee must be able to qualify for and be granted Special Constable designation within the twelve (12) month probationary period, otherwise their employment will be terminated. Should such designation be delayed, the University may extend the probationary period pending the granting of said designation as this is a bona fide occupational requirement.
- d) At any time during, or at the end of, the probationary period, the probationary employee may be released from employment for reasons which are not arbitrary, discriminatory, or in bad faith. A probationary employee may only grieve their release from employment on the basis that such was arbitrary, discriminatory or in bad faith.

11.04 Accumulation of Seniority

Seniority shall continue to accumulate during any approved paid leave, and for the first thirty (30) days of any approved unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority they had when they left. Seniority shall continue to accrue for any employee who is on a statutory leave of absence.

11.05 Loss of Seniority and Termination of Employment

Seniority shall be lost and employment shall be terminated if the employee:

- a) Resigns or retires;
- b) Is discharged (and the discharge is not reversed through the grievance arbitration procedure);
- c) Fails to report to work at the expiration of a leave of absence unless a reason satisfactory to the Employer is given;

- d) Fails to return to work on the seventh (7th) calendar day after the date of notice of recall from lay-off sent by registered mail to the employee's last address on record with the Employer, unless such period is extended for reasons satisfactory to the University;
- e) Is absent from work for three (3) days without providing a reason satisfactory to the Employer;
- f) Is absent due to lay-off for a period in excess of twenty-four (24) months;
- g) Uses a leave of absence for a purpose other than that for which it was granted; and,
- h) At any time throughout the duration of employment, the required security clearance/Special Constable status is revoked. Such employee will be entitled to applicable severance payments if applicable in the circumstances.

11.06 It shall be the responsibility of the employee to notify the University of any change to their current address. If any employee fails to do this, the University will not be responsible for a failure of a notice to reach an employee under this Collective Agreement.

11.07 An employee who transfers to a position outside of the bargaining unit will retain but not accumulate seniority for a period of twelve (12) months from the date of leaving the unit. The employee's name will not appear on the seniority list during this period, but will be included upon their return.

ARTICLE 12 – PAID HOLIDAYS

12.01 a) The following days will be recognized as "paid holidays":

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

b) In addition to those days specified above, the University will designate Floating days not less than three (3) days and not more than four (4) days which will also be recognized as "paid holidays" in any given calendar year in order to provide six (6) consecutive "paid holidays" during the Christmas period.

- c) As per Policy 38 – Paid Holidays - (2) Recognized Holidays - December 24 will be a paid holiday when it falls on a Monday to Friday.

12.02 Where the shift commences on the Paid Holiday/UW Float day, compensation will be made regarding Paid Holidays and Floating days as set out below:

Legend	Status	Compensation
Paid Holiday / UW Float Day	Worked	Regular Salary paid (8 hours paid + 4 hours of previously calculated SSA); 12 hours paid; and, 12 hours banked or paid
Paid Holiday / UW Float Day	Off due minimum staffing	Regular Salary paid (8 hours paid + 4 hours of previously calculated SSA)
Paid Holiday / UW Float Day	Rest Day	12 hours paid

For clarity, previously calculated SSA is in reference to Article 18 – Hours of Work, Overtime and Shift Premiums.

12.03 No employee who has been given an approved unpaid leave of absence of more than fourteen consecutive calendar days is eligible for compensation for any Paid Holiday/UW Float day which is recognized by the University at any time during such leave of absence, except for holiday pay as may be required by the provisions of the *Employment Standards Act, 2000*, as amended.

ARTICLE 13 - POSTING AND FILLING OF VACANCIES

- 13.01**
- a) When the University elects to fill a vacant position, such vacancy will be posted on the Human Resources website for a period of not less than seven (7) calendar days. During this seven (7) day period, only internal applicants shall be considered.
 - b) Postings that are not expected to be filled internally may be posted concurrently, however the University agrees to review any internal applicants prior to reviewing any external applicants.

13.02 The Union will be provided with a copy of the job posting at the time of posting. The posting shall contain:

- a) The University's statement on employment equity;
- b) The job title and job description;
- c) The regular hours of work and salary range;
- d) The qualification and experience required to perform the job;
- e) The posting and closing date; and,
- f) A statement that the position is covered by the terms and conditions of the Collective Agreement between the University and OPSEU/SEFPO Local 231.

13.03 Unless agreed otherwise, a new position will be posted in accordance with the provision of this Article. Internal candidates will be given first consideration for any such opportunities prior to consideration of external applicants. In assessing an employee's application, the University will assess all relevant information including core competencies, ability, and employment record. The onus is on the employee seeking the position to demonstrate evidence of qualification at the time of application. The University will determine the methods and selection tools that will be utilized to reach its decision. All factors being relatively equal, seniority shall govern.

13.04 A representative from Human Resources shall be present during the interview process of all internal candidates whenever possible.

ARTICLE 14 – OCCUPATIONAL HEALTH AND SAFETY

14.01 The University recognizes that a single representative employee from the bargaining unit will be a member of the Joint Health and Safety Committee. Time off to attend the Joint Health and Safety Committee meeting will be granted in accordance with operational requirements of the University which will not be unreasonably withheld. The representative will suffer no loss of pay for time spent attending the Joint Health and Safety Committee meeting. When the representative attends a Joint Health and Safety Committee meeting outside of normal working hours they will be compensated in accordance with

the provisions of the *Occupational Health and Safety Act*. The Unions Joint Health and Safety Representative shall be appointed by the Union.

- 14.02** The University shall make reasonable provisions for the health and safety of its employees during the hours of their employment in accordance with its obligations under the *Occupational Health and Safety Act*. To support this commitment both the University and its employees covered under this Collective Agreement are responsible for maintaining an internal responsibility system directed at promoting health and safety, preventing incidents involving occupational injuries and illness, and eliminating hazards in the workplace, in compliance with the *Occupational Health and Safety Act*.
- 14.03** The University agrees to provide all safety clothing and equipment as it deems necessary to meet its obligations to provide safe working conditions. Employees will wear all issued safety equipment while on duty. Concerns raised with respect to the issuance of clothing or equipment must first be raised with the immediate supervisor. Failing resolution, the concern can be raised at Union management committee, and through the Joint Health and Safety Committee.
- 14.04** All employees are required to work in compliance with statutory and University requirements, and to report unsafe conditions to their supervisor.
- 14.05** In accordance with its obligations under the *Occupational Health and Safety Act*, the University has created a policy with respect to the prevention of workplace harassment and a policy with respect to the prevention of workplace violence. A copy of each policy has been made available to employees and can be accessed on the University's website.

ARTICLE 15 – DISCIPLINE, SUSPENSION OR DISCHARGE

- 15.01** The University shall not discipline or terminate an employee without cause, subject to the probationary provisions of this agreement. The employer and the Union recognize the value of progressive discipline with the purpose of being corrective in application.
- 15.02** In the event that an employee is issued a disciplinary suspension from active employment and without pay for any reason, Union representation shall be present at the time that the employee is advised of the suspension unless Union representation is declined by the employee.
- 15.03** Whenever a regular employee is to be disciplined or discharged from employment at the University, the Union will be notified in advance. If the

dismissal notice is to be given verbally to the employee, the Union shall appoint a representative to be present when the dismissal takes place.

15.04 In the event that an employee is issued a disciplinary suspension or discharged for any reason, the University agrees to confirm such suspension or discharge and the reason thereof in writing to the employee and to the Union as soon as is reasonably possible thereafter.

15.05 When any warning or disciplinary note or letter is to be placed in an employee's file, the employee shall first be given copy before it is placed in the employee's official file. The employee may add comments to the document before it is filed.

Union representation shall be present when a Warning or Disciplinary note/letter is issued to an employee unless Union representation is declined by the employee. The Union will receive a copy of all such warning, disciplinary notes/letters.

Any such note or letter shall be removed from the employee's official file and returned to the employee upon request after twenty-four (24) months of active employment from the date the disciplinary letter was issued for the offense provided that the employee has kept the employee's record clear during such period. For clarity, active employment for purposes of this article excludes periods when the employee has been on leaves of absence including while in receipt of STD and LTD benefits, and periods of layoff. This provision shall not apply to disciplinary letters issued for violations of Article 7 – Harassment and Discrimination in the Workplace, the *Ontario Human Rights Code*, and the *Occupational Health and Safety Act*, all as amended from time to time.

15.06 The Parties agree to the attached Closed Circuit Television/Surveillance Cameras (Effective date: 01 January 2019) and Electronic Monitoring Guideline.

15.07 An employee who is named as a respondent in a complaint filed by a member of the University community or the public at large with respect to the discharge of their duties will be provided with a written copy or summary of the allegations(s). An employee will have the right to request a Union representative during any investigatory meetings with the employee into the alleged complaint. The Union will undertake to provide a representative in a timely manner so as not delay or prejudice the proceedings. Where an informal resolution is not achieved or when the complaint is of a severity for which informal resolution is not appropriate, an investigation into such allegations will be conducted and the findings reported in a timely manner.

- 15.08** An employee has the right to request the presence of a Union representative in any investigation meeting with the employee that could result in the imposition of discipline. Prior to any such meeting, the Employer shall make the employee aware of their right to Union representation. If representation is requested, no further discussion will take place with the employee on the matters in question, until Union representative is present. The Union agrees to provide a representative in a timely manner so as not delay or prejudice the proceedings.
- 15.09** If an employee is suspended, while an investigation is being conducted, the employee shall not incur a loss of salary or benefits.

ARTICLE 16 – SICK LEAVE

- 16.01** Employees will be entitled to 180 calendar days of paid sick leave.
- 16.02** Sick leave shall be provided in accordance with the University’s Disability Management Guide, as at the date of ratification.

ARTICLE 17 – PENSION AND INSURED BENEFITS

- 17.01 Employee Benefits Program**
Pension and Insured Benefits shall be provided in accordance with the University’s Employee Benefits Program Guide. The Employee Benefits Program Guide is current and in effect as of January 1, 2023.
- 17.02 Pension & Benefits Committee**
One member of the bargaining unit, appointed on the recommendation of the President of OPSEU/SEFPO Local 231, shall be a member of the Pension & Benefits Committee of the University.
- 17.03** The Pension & Benefits Committee of the University is responsible for the design and modification of these programs. The following guiding principles inform decisions:
- a) There will be one pension and benefits plan for all members of the University community regardless of the type of work performed or the employee group to which one belongs;
 - b) Benefits are provided for both the employee and their family where relevant;

- c) Employees should be covered for catastrophic events;
- d) The current level of benefits should be maintained; and,
- e) Cost implications to both the University and its employees should be considered.

The Committee assembles on a monthly basis (with the exception of July and August) to review regular reports and approve annual changes to coverage and costs, if applicable.

In addition to coverage and costs associated with the pension and benefits arrangements, other provisions may be amended from time to time subject to approval of the Board of Governors and as recommended by the Pension & Benefits Committee.

ARTICLE 18 – HOURS OF WORK, OVERTIME AND SHIFT PREMIUMS

- 18.01** a) The normal work week shall average forty (40) hours over the period covered by the work schedule as it may be implemented by the University from time to time. The normal workday shall be twelve (12) hours. It is hereby expressly understood that the provisions of this section are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee as to the hours of work per day nor as to the days of work per week, nor as a guarantee of work schedules.
- b) **Short Shift Accumulation (SSA)** – to keep the average of forty (40) hours per normal work week. Employees receive all hours scheduled and anticipated to work that exceed 2080 hours per year as a lump sum of banked time off hours at the beginning of each fiscal year. This will be approximately 104 hours to 116 hours annually provided in a lump sum on July 1st of each year. SSA will be prorated for employees who are off on pregnancy and/or parental leave and for any period during which the employee was not employed. These hours shall be considered pensionable earnings.
- 18.02** a) Authorized work performed in excess of the employee's normal workday or scheduled work week will be paid at the rate of time and one half (1.5) the employee's regular hourly rate or equivalent banked time off in lieu of payment or a combination of both at the option of the employee. The University will make a reasonable effort to grant requests for time in lieu of overtime in accordance with the

employee's wishes, subject to its operational requirements being met.

- b) Employees may carry no more than forty-eight (48) hours of banked overtime at any time.
- c) A record of banked overtime hours shall be maintained and made readily available to all employees.
- d) A record of SSA hours shall be maintained and made readily available to all employees.

18.03 An employee who is required to work overtime on either a scheduled or a call-in basis shall receive a minimum of four (4) hours pay at their overtime rate except when such overtime is contiguous with a regular shift or except to the extent that such four (4) hour period overlaps and extends into a scheduled shift.

- 18.04**
- a) When the University determines the need for overtime coverage, such overtime will be communicated to all employees of the Bargaining Unit. The University will electronically communicate the overtime opportunity to all employees, who will have forty-five (45) minutes to respond indicating their acceptance of the overtime offered. The most senior employee in the required classification(s) who has responded to the electronic call out within that timeframe shall be awarded the overtime opportunity, *Employment Standards Act, 2000* permitting. Should the call for overtime be for a shift starting within two (2) hours of the call, employees shall have fifteen (15) minutes to respond. The most senior employee in the required classification who has responded to the electronic call out within that timeframe shall be awarded the overtime opportunity, *Employment Standards Act, 2000* permitting. When the University determines the need for overtime coverage in a Communications Operator classification, overtime shall be awarded to Communications Operators first on a seniority basis, *Employment Standards Act, 2000* permitting. If a Communications Operator does not fill the position, the overtime shall be awarded to the most senior employee, *Employment Standards Act, 2000* permitting.
 - b) The Manager of Operations or their designate will maintain a rotating seniority list for overtime opportunities. The employee who is awarded the shift will then have their name placed on the bottom of the seniority list for the purposes of scheduling the next overtime

opportunity. Only when no Bargaining Unit member responds within the time frame in the above section, will Sergeants be utilized.

- c) Where overtime has been awarded, if the employee scheduled to work is unable to work the shift for any reason, the shift shall be offered to the most senior employee until it is filled.

18.05 Court Attendance

Any member attending court during their off-duty time shall be paid a minimum of four (4) hours at the overtime rate. There shall be a minimum of twelve (12) hours rest between the end of a shift and the beginning of a court appearance. No employee should have their overall number of scheduled shifts reduced to attend court. A member required to attend court during a period of annual leave shall be paid twelve (12) hours overtime for each appearance and receive a rescheduled vacation day. Morning court shall be deemed to end at 13:00.

For clarity, this Article does not apply in relation to personal matters, matters referenced under Article 8 Grievance Procedure, Article 9 Arbitration or Article 15 Discipline, Suspension or Discharge, or any other matter not directly related to the employee's duties as a Special Constable.

18.06 Shift / Weekend Premium

Employees working the twelve (12) hour shift work schedule will be paid a shift / weekend premium of \$121.80 per month for such hours worked.

18.07 Weather Closing

If the University closes due to severe weather, Bargaining Unit employees working on such day will be compensated with an equal number of hours in pay or banked time off or a combination of both for all hours worked. This includes any hours worked after the severe weather closure day is announced, until the closure is declared over and University operations return to normal. Bargaining Unit employees working night shift on the evening of a severe weather closure day, will be compensated with an equal number of hours in pay or banked time off or a combination of both for all hours worked in their shift, regardless if the severe weather closure day is declared over and University operations return to normal prior to the completion of their shift.

Banked time shall be itemized separately and is to be used by the end of the vacation credit year.

18.08 Acting Sergeant Premium

With successful completion of the Acting Sergeant designation program, a Special Constable may be designated as an Acting Sergeant for assignment by the Director or Manager of Operations, in their discretion, to perform duties as an Acting Sergeant as follows:

- a) Special Constables may seek Acting Sergeant designation: Upon 6 years of active service as a University of Waterloo Special Constable, a Special Constable may volunteer to attend and complete the Acting Sergeant designation program. Such program may include training, competency testing, tour of duty observation, and maintenance of competency requirements. Upon successful completion of such program, and maintaining such program requirements, a Special Constable shall be designated as available for assignment as an Acting Sergeant.
- b) Opportunities for Assignment: Assignment as an Acting Sergeant shall be at the discretion of the Director or Manager of Operations having consideration for the equalization of opportunity on a per platoon basis for designated Acting Sergeant and the needs of the assignment. Such equalization will be reconciled every 6 months.
- c) A Special Constable assigned by the Director or Manager of Operations to perform specific management duties necessary to effectively run the shift shall be paid a premium of two percent (2%) of their basic rate of pay from the first shift, so assigned.
- d) In circumstances where a Sergeant on platoon has been absent, or the position has been vacated, for a period of no less than twelve (12) consecutively scheduled working days, the Director or Manager of Operations shall assign a Special Constable to perform the full duties of a Sergeant of such Platoon. Such Special Constable shall be paid a premium of five percent (5%) of their basic rate of pay, from the first shift, so assigned.

**** Side letter to be entered into to address current Special Constables who are assigned as 2ICs to satisfy program requirements as above within 6 months of offering of same.**

18.09 Attendance at Training Courses

- a) An employee who is approved or directed by the University to attend a training course which hours are not contiguous with their shift shall be paid at a rate of time and one half (1.5) the employee's regular hourly rate for attending such training.

- b) An employee directed by the University to attend a training course which hours are contiguous with their shift shall suffer no loss of normal pay.
- c) Upon presentation of a receipt, and proof of successful completion, an employee may be reimbursed up to \$300 per calendar year, for pre-approved job related training, or professional development course.
- d) An employee who has been pre-approved for leave shall not be compelled to attend mandatory training in July and August. It may be necessary for the University to request an employee to reschedule a previously approved leave to complete such mandatory training. The employee reserves the right to deny any such request.

18.10 Meal Allowance

Any staff member who is approved to work overtime which immediately extends their normal work day by more than two hours is entitled to a meal allowance of twenty dollars (\$20.00).

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Leaves of Absence shall be provided in accordance with the University's:

- Policy 39 – Leaves of Absence;
- Policy 14 – Pregnancy and Parental Leave (including Adoption) and the return to work;
- Policy 12 – Compassionate Care and Bereavement Leave; and,
- Human Resources Webpage "Types of absences and leaves".

All as of the date of ratification.

19.02 Leave for Executive Board Members: Full-time Position

When an employee is elected or appointed to a full-time position with OPSEU/SEFPO, the Employer shall grant an unpaid leave of absence following provisions in Policy 39. There shall be no loss of seniority, and no loss of accumulated service, for the duration of such leave. At the end of the assignment the employee shall, upon providing eight (8) weeks of notice, provided that all mandated certification/re-certification/training has been completed, be returned to the classification held immediately prior to the commencement of the leave or to a comparable position with no decrease in

pay should the original classification be eliminated. During such leave, the employee shall be released by OPSEU/SEFPO to attend all mandated certification/re-certification/training.

Continuation of health benefit coverage for up to one year, and as permitted by the applicable plans/policies, shall be provided by the University and reimbursed by OPSEU/SEFPO, inclusive of employer and employee premiums.

Service for purposes of vacation entitlements shall continue for up to one year. Leave of absence with no loss of compensation shall be granted to an employee elected as an Executive Board Member of the Union. The Union will reimburse the Employer for the cost of compensation, inclusive of benefits, paid to the employee.

ARTICLE 20 – WAGES

20.01 The University agrees to pay a wage increase to current salaries for each current bargaining unit employee, calculated as follows:

Effective May 1, 2021:

A 3% increase on wages at April 30, 2021, minus the amounts already paid.
Note: anyone paid in excess of this increase would not be subjected to a clawback.

Effective May 1, 2022:

A 3% increase on wages at April 30, 2022 minus the amount already paid.
Note: anyone paid in excess of this increase would not be subjected to a clawback.

Effective May 1, 2023:

A 3.5% increase on wages at April 30, 2023 minus the amount already paid.
Note: anyone paid in excess of this increase would not be subjected to a clawback.

20.02 Wages shall be provided on a monthly basis.

The parties are directed to develop a wage grid to become effective in the next collective agreement. Future general wage increases will be applied to the wage grid.

Until the development of the grid, new employees may be hired at a rate above the below starting salary, based on qualifications and experience, subject to the approval of the Director, University of Waterloo Special Constable Services:

- a) Special Constable - \$65,000
- b) Communications Operator - \$55,000

Excess payments/overpayments do not carry-over to the next collective agreement.

Retroactivity on all wages to current employees and to employees on staff May 1, 2023.

ARTICLE 21 – LAY-OFF, WORKPLACE REORGANIZATION AND CONTRACTING OUT

- 21.01**
- a) In all cases of lay-off and recall from lay-off, seniority shall govern providing the remaining employees have the qualifications to perform the available work. It is understood that probationary employees shall be first to be laid off.
 - b) In the event the University declares a need to lay-off employees within the bargaining unit, the Director, HR Client Services or designate will discuss, in advance, the implications with the Union.
 - c) Any regular employee whose employment is to be terminated as a result of reduction of Union personnel will receive notice based on the following scale:

Service (in completed years)	Notice (in months)
Less than 1	<i>As per Employment Standards Act</i>
1	1.0
2	2.0
3	2.5
4	3.0
5	3.5
6	4.0
7	4.5
8	5.0
9	5.5
10	6.0
11	6.5
12	7.0
13	7.5
14	8.0

Service (in completed years)	Notice (in months)
15	8.5
16	9.0
17	9.5
18	10.0
19	10.5
20	11.0
21	11.5
22+	12.0

The employer agrees in situations where the above working notice is not possible, the employee will receive the equivalent pay.

The above entitlements are inclusive of *Employment Standards Act, 2000*, as amended, entitlements.

- d) This agreement is binding on the University and in the event of the dissolution of the University or its amalgamation with another University(ies), upon the amalgamated University or upon its successor University, as the case may be. In the event the employer should merge, amalgamate or combine any of its operations or functions with another University, the employer will use its best efforts to ensure retention of all seniority and benefits currently enjoyed by its employees with the successor employer. The employer agrees to involve OPSEU/SEFPO Local 231 in discussions prior to a merger, amalgamation or combining any of its operations or functions with another University(ies).

21.02 A copy of any notice of lay-off to an employee will be provided to the Union at the same time. Employees are responsible for providing the University with up-to-date contact information.

Recall

21.03 Employees who are laid-off shall be placed on a recall list and shall retain, but not accrue seniority for twenty-four (24) months. Notice of recall shall be sent by registered mail to the last known address of the employee, who shall respond to the recall notice within seven calendar (7) days.

21.04 The University shall recall employees on lay-off in order of seniority to vacant bargaining unit positions for which the Employee can perform the required work, for a period of twenty-four (24) months from date of lay-off. Notice of recall shall be sent by registered mail to the last known address of the

employee, who shall respond to the recall notice within seven calendar (7) days.

- 21.05** No new bargaining unit member shall be hired until those laid off and placed on the recall list have had the opportunity to be recalled.

Restructuring

- 21.06** In the event of reorganization or restructuring of the Employer, which may have potential adverse effects upon employees in the bargaining unit, the employer shall notify the Union of such plans as far as practicable in advance so that the parties can meet to discuss possible ways and means of minimizing the impact, including identifying and proposing alternatives to any action that the Employer may be considering as well as identifying and seeking ways to address retraining needs of employees. During any restructuring or reorganization, employees shall not be required to reapply for positions within the bargaining unit which are substantially the same in nature to the one they presently hold.

ARTICLE 22 – VACATIONS

- 22.01** For purposes of this Agreement the following definitions will be used in establishing an employee's vacation entitlement.

- a) Vacation Credits are the number of hours which the employee is entitled to take in the form of paid vacation. Such vacation credits will be accrued through the portion of the year during which the employee was actively employed with and received remuneration from the University.
- b) Vacation Credit Year is a period from July 1st of one calendar year through June 30th of the following calendar year and during this period the employee accrues "vacation credits" to be taken in the Vacation Credit Year.
- c) The vacation year commences on July 1st and ends on June 30th. An employee may take vacation which would accrue (at the appropriate rate) to the next June 30th in advance of its actual accrual, during that same year.

- 22.02** Employees (with exception of Temporary Employees who shall be entitled to *Employment Standards Act, 2000* vacation entitlements) shall be entitled to their "accrued vacation credits" with pay at their regular rate of pay exclusive of shift premiums to a maximum period, as shown on the following chart. The

amount of vacation to which an employee is entitled will be based on their accumulated service with the University of Waterloo as of July 1st of the vacation year.

Vacation entitlements are set out below:

Vacation Credit	Length of Vacation (weeks)	Length of Vacation (hours)
Less than 12 months	Number of months worked/12 months x 15 (number of months after 1 year)	
1-3 years	3 weeks	120
4-9 years	4 weeks	160
10-11 years	4 weeks + 1 day	168
12-13 years	4 weeks + 2 days	176
14-15 years	4 weeks + 3 days	184
16-17 years	4 weeks + 4 days	192
18 years	5 weeks	200
19-21 years	5 weeks + 1 day	208
22-24 years	5 weeks + 2 days	216
25-26 years	5 weeks + 3 days	224
27-29 years	5 weeks + 4 days	232
30 years	6 weeks	240

22.03 An employee whose service is terminated for any reason shall receive vacation pay for the period to which they are entitled in accordance with the foregoing provisions.

- 22.04**
- a) Seniority will govern in respect to all vacation scheduling to take place during the vacation draw period (being April 1st until April 30th) for vacation time to be taken between July 1st and June 30st, of the upcoming vacation year. Vacation requests after the vacation draw period, will be addressed on a first come first serve basis in accordance with the terms below.
 - b) During the vacation draw, vacation requests will be approved in order of seniority by platoon (inclusive of Bargaining unit positions and non bargaining unit Sergeant). Bargaining unit members must allocate a minimum of sixty (60) hours of available Vacation Credits, in blocks, within the Vacation Credit Year. Bargaining Unit members may elect to retain the remainder of such vacation credits, to be scheduled on a first come first served basis subject to operational needs. Bargaining unit members and sergeants may pick up to five (5) full blocks of vacation per vacation draw. During the vacation

draw, full blocks (either all two (2) or three (3), twelve (12) hour shifts) will take precedent over single day requests. Vacation draws, continue in order of seniority until all bargaining members and sergeants have chosen their desired vacation dates. Two (2) platoon members may take vacation per platoon.

- c) All annual vacation requests shall be submitted by employees to their supervisor, on a form provided by the University.
- d) The University reserves the right to schedule vacation in order to comply with this Agreement and to meet its statutory obligations.
- e) Because of sickness, sudden staffing changes, or other unforeseen circumstances, it may be necessary for the University to request an employee to reschedule a previously approved vacation. The employee reserves the right to deny any such request.
- f) Employees requesting to alter their election during the vacation year, must submit their request in writing to the Operations Manager, on the understanding that such request will not be unreasonably denied. As a condition of granting the request, the employee shall, as soon as possible and not more than thirty (30) calendar days after the written request, identify an alternate open and available vacation time (defined as one which has a minimum five (5) or more platoon members scheduled to work) in the vacation year. For clarity, these rescheduled hours must be reallocated and will not be banked.

22.05 In special cases, a maximum of two (2) weeks' vacation credit (120 hours, when on twelve (12) hour shifts) may be carried over from one Vacation Credit Year to be used in the next Vacation Credit Year with the written approval of the Operations Manager, University of Waterloo Special Constable Service. Such approval shall not be unreasonably withheld. Such vacation carryovers must be planned, approved and recorded, in advance.

22.06 An official record of vacation hours shall be centrally recorded and made readily available to all employees. This record shall be updated and provided to employees in a timely manner.

22.07 An employee who becomes seriously ill or injured during their vacation period will be permitted to utilize sick leave provisions for the period of illness or injury in accordance with Article 22, provided that the employee furnishes acceptable medical evidence to Occupational Health and Wellness. Upon confirmation by Occupational Health and Wellness, the department will reinstate vacation

credits for the period of hospitalization or confinement, which may be scheduled at a later time in accordance with the provisions of this Agreement.

For the purposes of interpretation, vacation starts at the end of the last shift worked and ends at the beginning of the first scheduled shift back.

- 22.08**
- a) If a paid holiday, as listed in Article 12, falls during an employee's vacation period, they shall be granted an additional day's vacation for each holiday or they shall be paid for the holiday in accordance with Article 12.02 of this Collective Agreement.
 - b) In any circumstances in which a Special Constable Service employee exercises the option to request the additional days' vacation referred to in 22.08(a) above, they shall be granted an additional four (4) hours leave of absence without pay so as to permit one complete twelve (12) hour shift away from work. The employee also has the option of using other available time off credits to permit one complete twelve (12) hour shift, to keep their pay whole.
- 22.09** Any employee leaving the employ of the University will receive any unused vacation credits in equivalent pay. Any vacation taken in excess earned entitlement will be deducted from final pay.
- 22.10**
- a) An employee, who as a result of illness or accident is hospitalized during their scheduled vacation period, may re-schedule that portion of their vacation during which they were hospitalized. Such re-scheduling will be subject to medical evidence satisfactory to the Disability Management Team. The re-scheduled time of the vacation shall be mutually agreed to between the employee and the employer.
 - b) An employee, who as a result of illness or accident is certifiably disabled for a period of five (5) days or more, may re-schedule that portion of their vacation during which they were disabled. Such re-scheduling will be subject to medical evidence satisfactory to the Disability Management Team.
- 22.11** Prior to April 1st preceding the vacation year, the Union will be advised of the days and/or weeks in which vacation will not be permitted along with the supporting rationale including operational requirements. Upon request, the University will meet with the Union to discuss and address any concerns arising from the designated dates. The University will give meaningful consideration to any proposals advanced by the Union regarding the designation and/or alternative staffing of such dates.

- 22.12** Additionally, prior to April 1st preceding the vacation year, the Union will be advised of the days which will be designated as "Minimum Staffing Days". For clarity, "Minimum Staffing Days" are days in which management has determined alternate staffing levels are required based on operational needs.
- 22.13** The seniority of non-bargaining unit Sergeants and all bargaining unit members, shall be considered in the approval of any vacation requests, for the purposes of this article only (Article 22).

ARTICLE 23 – TECHNOLOGICAL CHANGE

- 23.01** The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will adversely affect the working conditions of employees within the bargaining unit.
- 23.02** The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.
- 23.03** The University will make best efforts to provide affected Employees with advanced notice of the impending change in working conditions.
- 23.04** Where new or greater skills in a current position are required under this article, employees in the affected position who require the new or greater skills shall be given a period of training to acquire the skills necessary for the new method of operation. The University will approve and bear the costs of training. There shall be no reduction in normal earnings during the training period of any such employee. Training shall be given during the hours of work whenever possible.
- 23.05** Should the University introduce technological change which would result in a layoff of a bargaining unit employee(s), the University will undertake the provisions outlined in the layoff and recall language (Article 21).

ARTICLE 24 – USE OF NOTICE BOARDS

- 24.01** Notice boards or notice board areas set aside specifically for notices pertinent to the Union or to the employees of the Special Constable Service will be established as required. All notices on the Union board will be approved by both the Union and management.

24.02 All notices posted on such bulletin boards shall be authorized in compliance with University Policy #2 "BULLETIN BOARDS, TEMPORARY SIGNS, AND NOTICES" prior to being posted.

24.03 Correspondence

Unless otherwise specifically stipulated herein, all written communications to the Union from the University shall be directed to the Unit Steward and alternates electronically via email of the Unit Steward and/or alternate, or via regular mail, or placed in the Unit Steward's mail slot. All such correspondence will be dated and time stamped.

ARTICLE 25 – CLOTHING AND EQUIPMENT

25.01 The Employer agrees to provide all necessary pieces of clothing and any protective equipment required to perform their work functions. Clothing and equipment shall be replaced when damaged or worn out and requests for replacement of unserviceable items shall not be unreasonably denied. The employer will ensure that each officer will be outfitted in uniform appropriate to the season.

25.02 The parties agree that uniform clothing remains the property of the University at all times. The University may at its discretion from time-to-time establish, amend, supplement, revise or replace, in whole or in part, and implement uniform clothing guidelines and the parties agree to observe such guidelines.

25.03 The University will consider the Union Steward's input when making any changes regarding clothing and equipment prior to being implemented.

25.04 Appearance

a) All employees shall:

- Wear uniform clothing while on duty;
- Ensure the uniform is neat and tidy in appearance;
- Shall not sell, give away or otherwise relinquish possession of uniform clothing and neither deface nor alter uniform clothing in any way except where alterations are required for purposes of fit; and,
- Upon cessation of employment, return all uniform and equipment and University property to the University in a timely manner.

- b) Employees may wear a beard, moustache or goatee, provided it is kept neatly trimmed and neat in appearance, especially with regard to the lower neck and cheekbones, provided it does not interfere with Health and Safety, or with the ability to perform full duties. Any necessary accommodations for Human Rights Code reasons will be addressed.

25.05 Uniform Allocation

The University agrees to provide Special Constables, at no cost to the employee, the following clothing and equipment:

- a) Initial issue provided when available. One (1) Uniform consisting of:
- One (1) Department Special Constable Badge and badge wallet
 - One (1) Reversible reflective "outer" jacket
 - One (1) Soft shell "inner" jacket
 - One (1) Raincoat
 - One (1) Set of body armor plates
 - Two (2) Molle (load bearing vest)* external body armor carriers
 - One (1) Reflective traffic vest labelled with Special Constable
 - Two (2) Baseball hats embroidered with "Special Constable"
 - One (1) Winter toque embroidered with "Special Constable"
 - One (1) Winter sweater
 - Three (3) long sleeve shirts
 - Three (3) short sleeve shirts (Employees may choose quantity of shirt type (long/short sleeves) to a maximum of 6 shirts total)
 - Two (2) Pairs of cargo pants, hemmed by supplier to desired length
 - One (1) Duty belt (Inner and Outer Belt with Keepers)
 - One (1) Pair of summer and one (1) pair of winter black boots supplied by Special Constable Services or reimbursement to a maximum of \$300 combined. Individually purchased boots must meet a minimum standard of requirements as determined by the Director, Constable Services or designate. Replacement footwear will be considered in accordance with Article 25.05 (b).
 - One (1) Pair of winter gloves
 - One (1) Set of handcuffs and handcuff case
 - One (1) Expandable baton and baton holder

- One (1) Medical glove carrying pouch
- One (1) Notebook case
- One (1) Flashlight and flashlight holder
- One (1) Radio Holder
- One (1) Metal Key Holder Clip
- One (1) Radio earpiece
- Personalized UW Special Constable Business cards, after the completion of probationary period

*Phase in of Molle vests will commence upon manufacturer's expiry of currently issued vests.

- b) Clothing and equipment shall be replaced when damaged and worn out, and request for replacement of unserviceable items shall not be unreasonably denied. The employer will ensure that each officer will be outfitted in a uniform appropriate to the season. Individually purchased replacement footwear will be reimbursed on an as needed basis, to a maximum of \$300 combined every two years from time of purchase, with pre-approval.
- c) Only sworn Special Constables may wear a full uniform adorning departmental shoulder patches. New recruit Special Constables shall be issued a portion of their initial uniform allotment, to be worn during their training period with a Coach Officer. This initial issue, as available, shall be two (2) pairs of pants, one (1) pair of boots, one (1) duty belt, one (1) flashlight and flashlight holder, one (1) radio holder, one (1) metal key holder, one (1) medical glove carrying pouch.
- d) Due to health and safety concerns, previously worn footwear, clothing, and hats shall not be re-issued to employees. A limited stock of common uniform items should be retained by the University for emergency purposes and new recruits.
- e) If any employee's clothing or uniform are contaminated by bodily fluids or any other toxic materials, the University shall be responsible for the professional cleaning of such clothing or uniform.

25.06 The University agrees to initially provide to Special Constables, at no cost to the employee, the following clothing and equipment to those employees approved for bicycle patrol:

- One (1) pairs of bicycle pants
- Two (2) pairs of bicycle patrol shorts, replaced when worn out
- One (1) reflective bicycle patrol jacket with shoulder patches (water resistant windbreaker), only to be worn while on bicycle patrol
- \$100 allowance for black bicycle patrol shoes per year
- \$75 allowance for white bicycle helmet
- \$40 allowance for pair of black bicycle gloves

25.07 Communications Operators are not required to wear an issued uniform. Communications Operators shall be attired in a professional manner representative of the University of Waterloo. They are issued (3) University of Waterloo branded shirts, (1) University of Waterloo branded sweater. The employee shall be permitted to attend the W Store to select appropriate University of Waterloo branded clothing items from a pre-approved list. Clothing shall be replaced when damaged and worn out, and requests shall not be unreasonably denied.

ARTICLE 26 – EMPLOYEE FILE

26.01 The University and the Union agree that the only official file for each employee shall be maintained in Human Resources. Employees shall have the right, during normal business hours, to examine their file and to make a photocopy of any document contained in that file. A request to view the file must be made in writing and reasonable notice provided. The employee shall have the right to be accompanied by a Union steward.

ARTICLE 27 – REGULARLY SCHEDULED/MINIMUM STAFFING

27.01 Subject to the exceptions set out below, a full Platoon complement shall be scheduled to work consisting of a minimum of five (5) full time Bargaining Unit employees (consisting of four (4) Special Constables and (1) Communications Operator). One (1) Supervisor or one (1) Second in command (2IC), at the discretion of the Director/designate, shall also be scheduled per Platoon. Requested time off shall be approved on Paid Holidays/Floater Days, in accordance with Article 22. However, the University of Waterloo Special

Constable Services shall be operated with the following minimum staffing levels at all times. Minimum staffing levels shall be maintained at two (2) Bargaining Unit employees where available (consisting of one (1) Special Constable and one (1) Communications Operator) and one (1) Supervisor or one (1) Second in Command (2IC), at the discretion of the Director/designate.

In all cases, where the Communications Operator is unavailable, the University may staff with a Special Constable, if available.

In the event, minimum bargaining unit staffing is not met as per the above including the exceptions set out below, and having exhausted overtime as per Article 18, the University of Waterloo reserves the right to staff (including with the use of contract security services) to ensure the safety of the University community and assets.

Exceptions to above	Reg. Scheduled Bargaining Unit/Supervisor or 2IC	Min. Staffing Bargaining Unit/Supervisor or 2IC
Family Day	3/1	2/1
Good Friday	3/1	2/1
Victoria Day	3/1	2/1
Canada Day	3/1	2/1
Civic Day	3/1	2/1
Labour Day	5/1	2/1
Thanksgiving	3/1	2/1
December 24 (when observed)	2/1	2/1
Christmas Day	2/1	2/1
Boxing Day	2/1	2/1
Floating Days 1 to 3 or 4	2/1	2/1
New Year's Day	2/1	2/1

ARTICLE 28 – RELEVANT UNIVERSITY POLICIES

28.01 It is agreed that bargaining unit members are eligible in accordance with the following University Policies, as may be amended from time to time:

- Policy 31 – University Expenses
- Policy 24 – Tuition Benefit for Children of Faculty and Staff

- Policy 4 – Benefits to Faculty and Staff Undertaking Part-time Educational Programs
- Policy 39 – Leaves of Absence for Staff Members


28.02 It is agreed that bargaining unit members shall have access University Athletics membership pricing for affiliate members, as may be amended from time to time. The current pricing is set out at:


<https://athletics.uwaterloo.ca/sports/2010/7/21/Memberships.aspx>


28.03 The Union acknowledges receipt of Letter of Understanding “Amendments to Policy 33 – Ethical Behaviour, Pursuant to Bill 26”. For clarity, the amendments to Policy 33 do not reflect the entirety of the obligations pursuant to *Ministry of Training, Colleges and Universities Act, R.S.O. 1990, c. M. 19* (“MTCU Act”). As required by the legislation, despite any contrary term in an employment contract, collective agreement, or policy, or any contrary rule or principle of common law or equity, the obligations pursuant to subsections 16.1(2) to (6) of MTCU Act shall apply.


Signed electronically this 13th day of May, 2024.

FOR THE UNION


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 Heather Allen


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 Dan Legault


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 Kvie Werth

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 John McHenry
 OPSEU/SEFPO Staff Representative

FOR THE EMPLOYER

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 Michelle Hollis

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 Nickola Voegelien





LETTER OF AGREEMENT #1 – CHANGE OF CARRIER


Further to the Collective Agreement between the University and OPSEU/SEFPO Local 231 is understood that the University may at any time during the term of the Collective Agreement substitute another carrier for any insured benefits plan provided that the current provisions of the employee extended health, dental, long term disability and life insurance plans. For the term of this agreement, the University shall maintain substantially similar insured benefit levels across the overall plan.

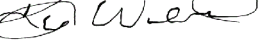
Signed electronically this 13th day of May, 2024.

FOR THE UNION

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Heather Allen


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