

ENTENTE PROPOSÉE
CONVENTION COLLECTIVE
1 MAI 2019 AU 30 AVRIL 2022

TENTATIVE SETTLEMENT
COLLECTIVE AGREEMENT
1 MAY 2019 TO 30 APRIL 2022

Entre / between

L'Université d'Ottawa / University of Ottawa



uOttawa

et L'unité syndicale du personnel de soutien de l'Université d'Ottawa (PSUO)
de la Fédération des enseignantes-enseignants des écoles secondaires de
l'Ontario (FEESO)



The Bargaining Unit of the Support Staff University of Ottawa (SSUO) of the
Ontario Secondary School Teachers' Federation (OSSTF)

**Les textes sont présentés seulement dans la langue dans laquelle ils ont été
finalement négociés.**

**Texts are presented only in the language in which they were finally
negotiated.**

Modifications acceptées dans divers articles
Agreed to Changes in Various Articles

LÉGENDE / LEGEND
Le texte en gras est un ajout à un article. Bolded text are additions to an article.
Le texte barré est une suppression dans un article. Struck through text are deletions to an article.
Seuls les articles nouveaux ou modifiés sont inclus. Only new or changed articles are included.

Memorandum of Settlement Provision: The members of both negotiating teams undertake to recommend complete acceptance of the terms of this settlement to their respective principals.

ARTICLE 3– UNION RECOGNITION

The Employer and Union agree that, upon ratification of the Collective Agreement, all employees performing PSUO-SSUO bargaining unit work shall be bargaining unit members from their first day of employment. The Accreditation Certificate in Appendix B of the Collective Agreement shall be modified to reflect this change.

Memorandum of Settlement Provision: To accommodate the integration of University term employees with less than 1 year of service into the Union, the Parties shall meet within 30 calendar days of ratification to discuss a transition period.

ARTICLE 5– UNION RIGHTS

5.6 The Bargaining Unit have access to the University's classrooms and conference rooms, subject to the same rules governing use, booking and costs as apply to internal University groups, in accordance with the rules of the Conventions and Reservations sector. **With the exception of rights granted to the Bargaining Unit elsewhere in this Agreement,** meetings that the Bargaining Unit holds with its members shall take place outside work hours.

ARTICLE 7– UNION RELEASE

7.12 a) A member of the Bargaining Unit who is called to a meeting with a University Representative regarding his employment relationship, his employment status, a disciplinary matter, a grievance investigation pertaining to him or the settlement of a grievance, an accommodation or return to work meeting, or investigation regarding a harassment complaint shall be informed of his right to be accompanied by a Union representative, if he so wishes, **with the exception of abolishment of position where a Union Representative must be present.** If a Union Representative is requested, The Bargaining Unit President, or his delegate, shall be the Union Representative to accompany the employee. If the Union Representative is not on full-time release, he shall be given time off for the duration of the meeting at the Bargaining Unit's expense upon notifying the Human Resources Service, Staff Relations sector. If a Union Representative who is part of the Bargaining Unit's Executive

Committee is not available on campus, the meeting shall be rescheduled at a time where a Union Representative who is part of the Bargaining Unit's Executive Committee is available.

7.x (NEW) **All employees shall be entitled to a reasonable leave period, with no loss of regular pay or benefits, for the purposes of attending 1 (one) the Bargaining Unit's Ratification Meetings. The Bargaining Unit President shall provide the University with written notification of the date, time and location of the ratification meetings, at least 10 working days in advance, where feasible.**

ARTICLE 8– HARCÈLEMENT, ~~ET~~ DISCRIMINATION ET VIOLENCE

8.2 La discrimination ou le harcèlement fondé sur un motif illicite énoncé dans le Code des droits de la personne de l'Ontario est interdit. **Le harcèlement au travail, le harcèlement sexuel au travail et la violence au travail sont également interdits par la Loi sur la santé et sécurité au travail.**

8.3 Aux fins de la présente convention collective, les définitions suivantes s'appliqueront :

- a) **Harcèlement au travail : S'entend du fait** pour une personne d'adopter une ligne de conduite caractérisée par des remarques ou des gestes vexatoires contre un travailleur dans un lieu de travail **ou durant une activité reliée au travail**, lorsqu'elle sait ou devrait raisonnablement savoir que ces remarques ou ces gestes sont importuns.
- b) **Harcèlement sexuel au travail : s'entend du fait** pour une personne d'adopter, pour des raisons fondées sur le sexe, l'orientation sexuelle, l'identité sexuelle ou l'expression de l'identité sexuelle, une ligne de conduite caractérisée par des remarques ou des gestes vexatoires contre un travailleur dans un lieu de travail **ou durant un activité relié au travail** lorsqu'elle sait ou devrait raisonnablement savoir que ces remarques ou ces gestes sont importuns ou fait pour une personne de faire des sollicitations ou des avances sexuelles alors qu'elle est en mesure d'accorder au travailleur ou de lui refuser un avantage ou une promotion et qu'elle sait ou devrait raisonnablement savoir que ces sollicitations ou ces avances sont importunes.
- c) **Violence au travail : Selon le cas, emploi** par une personne contre un travailleur, dans un lieu de travail **ou durant un activité relié au travail**, d'une force physique qui lui cause ou pourrait lui causer un préjudice corporel, tentative d'employer contre un travailleur, ~~dans un lieu de travail~~, une force physique qui pourrait lui causer un préjudice corporel, propos ou comportement qu'un travailleur peut raisonnablement interpréter comme une menace d'employer contre lui, ~~dans un lieu de travail~~ une force physique qui pourrait lui causer un préjudice corporel.
- d) **Violence sexuelle : s'entend de tout acte sexuel ou de tout acte visant la sexualité, l'identité sexuelle ou l'expression de l'identité sexuelle d'une personne, qu'il soit de nature physique ou psychologique, qui est commis, que l'on menace de commettre ou qui est tenté à l'endroit d'une personne sans son consentement. S'entend notamment de l'agression sexuelle, du harcèlement sexuel, de la traque, de l'outrage à la pudeur, du voyeurisme et de l'exploitation sexuelle.**

8.4 En vertu du Code des droits de la personne de l'Ontario et la Loi sur la santé et la sécurité de l'Ontario :

- a) L'Université s'engage à maintenir un environnement **de travail** exempt de harcèlement, **de violence, de violence sexuelle**, et de discrimination en milieu de travail, au sein duquel chaque employé est traité avec respect et dignité, est en mesure de contribuer pleinement et jouit de possibilités égales.
 - b) L'Université, les employés, l'Unité syndicale et le Syndicat s'engagent à respecter ~~la~~ **le Règlement politique 67a** de l'Université, 'Prévention du harcèlement et de la discrimination et ses règlements d'application.
 - c) **L'Université, les employés, l'Unité syndicale et le Syndicat s'engagent à respecter le Règlement 67b de l'Université, «Prévention de la violence sexuelle» et ses règlements d'application.**
 - d) En vertu du Code des droits de la personne de l'Ontario et la Loi sur la santé et la sécurité au travail, chaque employé a le droit de travailler dans un milieu exempt de harcèlement, violence et de discrimination. Il incombe aux parties, y compris les employés, de favoriser et de maintenir une atmosphère exempte de harcèlement et de discrimination au sein de l'Université.
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ARTICLE 10 – DISCIPLINE

10.8 Any disciplinary measure recorded in an employee's personnel file will not be used against him and will be withdrawn from his file if no further disciplinary infractions of the same nature have been recorded in his personal file during the subsequent ~~two (2) years~~ **eighteen (18) months**. ~~for any disciplinary measures involving suspensions.~~ Furthermore, any disciplinary measures that have been decided in the employee's favour are removed from the employee's file forthwith.

ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE

11.3 Individual Grievance: The Bargaining Unit ~~with the employee's consent~~ may file an individual grievance on ~~his behalf~~ **of a member** at stage one or stage two, in accordance with the procedures agreed to by the Parties.

11.4 Group Grievance: A group grievance, resulting from a consolidation of identical individual grievances seeking the same redress, may be initiated at Stage One (1) if the employees all have the same supervisor, or at Stage Two (2) if they are employed in a single Unit but have different supervisors. **Only members who have been identified in the grievance shall be entitled to reparations of the grievance.** ~~In this case, the grieving employees must present the grievance through a single spokesperson. The grieving employees must attach to the grievance form a letter listing each of the names and signatures of the individuals.~~

11.5 Policy Grievance: The University or ~~the Union~~ **the Bargaining Unit** may file a Policy grievance relating to the alleged violation of the Agreement, relating to a question of general application or interpretation of this Agreement. It may be initiated at Stage Two (2), as deemed appropriate by ~~the Union~~ **the Bargaining Unit** or the University. It is expressly understood that the provisions of this article may not be used with respect to a grievance directly affecting an employee ~~which such an employee could personally file~~. It is further understood that the individual grievance procedure shall not be thereby bypassed.

11.9 The Union shall have carriage of all grievances filed by the Bargaining Unit. **The University shall only deal with the Bargaining Unit, Union or their appointed counsel with respect to a grievance.**

11.14 It is the mutual desire of the Parties that a complaint of an employee shall be resolved as promptly as possible. ~~It is understood that the Bargaining Unit has no grievance until the employee has first discussed the complaint with his supervisor without satisfaction.~~ **The University and the Bargaining Unit shall encourage all employees to first discuss the complaint with their supervisor.**

ARTICLE 12 – PROBATIONARY PERIOD

12.3 Les employés en période de probation font l'objet d'une évaluation formelle écrite ou électronique de leur rendement à mi-chemin de leur période de probation et avant la fin de celle-ci. **Si l'évaluation de mi-chemin ne rencontre pas les attentes du poste, l'Université doit rencontrer l'employé pour discuter du dossier et partager les informations qu'il utilisera pour décider si la période de probation sera prolongée, terminée ou non. L'employé a le droit de représentation syndicale durant cette rencontre, s'il le désire.**

12.4 Cette période de probation peut être prolongée de trois (3) mois au besoin avec raisons valables, sur avis écrit remis **à l'employé avec copie au président de l'unité syndicale**, au plus tôt dix (10) jours ouvrables et au plus tard cinq (5) jours ouvrables avant la date de fin de la période de probation.

LETTER OF UNDERSTANDING (PROBATION)

The Employer will assess the feasibility of amending the probationary review process, its ability to provide automated confirmation of successful completion of the probationary period to probationary employees, their immediate supervisor, and the Bargaining Unit President.

If a member does not receive a confirmation notification at the end of their probationary period, then it is understood that they have still completed their probation period.

The assessment will be initiated within 90 days following the ratification of the Collective Agreement with an anticipated completion within 1 year of its initiation. Extensions to this deadline may be mutually agreed upon. The Employer will provide the Bargaining Unit President with regular detailed updates on the status of the feasibility study and implementation. The updates shall be provided as a regular item on the agenda of the regular Labour Relations Advisory Committee meetings or upon written request by the Bargaining Unit President.

Pending the outcome of the assessment changes to the process, as agreed to by the parties, will be implemented. The parties will discuss modifications to Article 12 during the next round of negotiations.

ARTICLE 14 – JOB POSTING AND APPOINTMENTS

14.3 The posting must be in both official languages and contain:

- a) the position title;
- b) a summary job description;
- c) a detailed job description in one or both official languages;
- d) the essential qualifications;

- e) the faculty or service and department;
- f) the workplace/**campus** and the regular working hours;
- g) the number of regular hours of work per week;
- h) the grade level as well as the minimum and maximum rate of pay of the grade;
- i) the posting number;
- j) the immediate supervisor's title.

14.5 When a vacant position is to be filled, the competence of the employees who have applied will be the first and determining factor and the employee will have to meet the job requirements. The University evaluates the employee either through an interview or through an interview and selection tests. During the interview the employee will be evaluated on a scoring grid out of a total of one hundred (100). Employees who score ~~seventy-five per cent (75/100)~~ **eighty per cent (80/100)** or more will be identified and the employee with the most seniority will be offered the position.

14.6 Employees interested in applying must submit their application electronically to the University by the deadline specified in the posting. The University will send an acknowledgement of receipt to the email address from which the application was sent. The unsuccessful employees for the staffing process or following an interview shall be notified in writing by the University. **At their request, an employee who underwent an interview will have the opportunity to receive feedback.**

14.11 Pay shall be as follows:

a) for a promotion: from the first day in the position, the employee receives the greater of the following without exceeding the maximum of the scale of the new position:

- i. pay at the first step above the former pay ensuring them a minimum increase at least equal to ~~four percent (4%)~~ **five percent (5%)** for each additional salary classification,
- ii. **one (1) step on the salary scale for each year of previous work experience, acquired internally or externally to the University and is relevant and/or related to the new position**

14.13

a) pour une nouvelle embauche : ~~jusqu'au 30 avril 2014, l'employé reçoit un (1) échelon sur la grille salariale pour chaque année d'expérience relative de travail au poste ou expérience relative dans une profession ou une expérience de travail dans une entreprise directement liée au poste et ce, de l'échelle salariale, sans excéder le septième échelon~~

À compter du 1er mai 2014, la reconnaissance de l'expérience relative pourra atteindre le maximum de l'échelle.

14.17 The employer will provide the Bargaining Unit, on a three (3) month basis with a list of vacant regular position that fall within the scope of the Bargaining Unit. This list will include: the position title, position number, Faculty/Service, date when position became vacant and date of posting/anticipated date of posting. **The Bargaining Unit requests for information of clarification about vacant positions will not be unduly denied.**

STAFFING AT THE UNIVERSITY OF OTTAWA LETTER OF AGREEMENT

The Parties will meet no later than sixty (60) calendar days following the ratification of the Collective Agreement for a detailed review of an updated vacancy report submitted to the Union no later than five (5) working days prior to the meeting. The information in the updated vacancy report shall be as per Article 14.17 and any other agreed to terms in this LOU.

If a regular position has been vacant for more than 90 days, the Employer will:

- a. post in accordance with Article 14 if the position had not already been posted; or
- b. notify, in writing, the President of the Bargaining Unit of reasons for not posting; or
- c. review and evaluate the job description in accordance with Article 50 if the duties of the non-posted position are permanently reassigned to a member(s); or
- d. ensure, if applicable, payment of the premiums in accordance with Article 21 if the duties of the non-posted position are temporarily reassigned to a member(s).

The Employer shall, at least one (1) week in advance of meeting with the Union, provide the details of all:

- a. temporarily vacant regular positions;
- b. vacant regular positions.

For purpose of greater clarity, a vacant regular position includes all regular positions vacant due to death, retirement, voluntary or involuntary termination of a member. Temporarily vacant positions include positions that are vacant due to maternity and/or parental or adoption leave; a other statutory leaves; all unpaid approved leaves; long-term disability leaves; all union leaves with right of return; and sick leaves of sixty (60) or more consecutive working days.

The parties shall include staffing issues as a standing item on the Labour Relations Committee Meeting agenda.

ARTICLE 15 – REGULARIZATION OF NEW FUNCTIONS

15.1 When new duties are added in a faculty or service and are performed by term employees or by regular employees fulfilling temporary assignments, the faculty or service must decide before the end of a consecutive period of three (3) calendar years whether these new ~~duties~~ **functions** are permanent and should be formalized through the creation of a vacant regular position or whether the contract of temporary assignment shall be terminated.

ARTICLE 16 – TEMPORARY ASSIGNMENTS

~~16.2~~ **16.1 L'Université favorise le mouvement à l'interne de ses employés qui en font la demande. À cet effet,** les affectations temporaires sont offertes pour permettre aux employés une opportunité de formation et de développement dans des fonctions d'un poste régulier ou d'un contrat de travail dans l'Unité syndicale, sans perte de leur poste d'attache ni des privilèges rattachés à leur statut d'employé régulier. **L'Université encourage**

les employés et leur supérieur immédiat à discuter de cette option au minimum lors de l'élaboration des objectifs annuels de l'employé et à tout autre moment propice. Une affectation hors de l'Unité syndicale pour vingt-quatre (24) mois ou plus est traitée selon les modalités de l'article sur l'ancienneté.

16.3 The University posts electronically **in accordance with article 14 "job postings and appointments"** for a period of ten (10) calendar days any assignment that is expected to last for over six (6) months. When a temporary assignment of less than six (6) months is extended for a longer period, the assignment will be posted as provided for in this article and in accordance with the procedures set out in the article **14. on posting of positions and appointments.**

16.6 As soon as a temporary assignment starts, the employee selected for the assignment **receives a second (2nd) salary source in accordance with 14.11, if applicable.**

16.x (NEW) **Employees interested in applying must submit their application electronically to the University by the deadline specified in the posting. The University will send an acknowledgement of receipt to the email address from which the application was sent. The unsuccessful employees for the staffing process or following an interview shall be notified in writing by the University. At their request, an employee who underwent an interview will have the opportunity to receive feedback.**

ARTICLE 17 – PERFORMANCE APPRAISAL

17.1 Performance appraisal is intended to be a culmination and confirmation of discussions that have taken place between the immediate supervisor and the employee throughout the preceding period. **It shall be based on the functions and qualifications outlined in the employee's job description, agreed upon specific objectives or additional responsibilities.** The University promotes regular discussions between employees and managers concerning their daily responsibilities and the sector's priorities in order to ensure that the resources provided and the support available enable employees ~~to perform well at~~ **meet the expectations of** their jobs.

17.16 Any Performance Improvement Plan or similar administrative measure related to the Annual Performance Appraisal recorded in an employee's personnel file shall have an end date. Upon satisfactory completion of the above, a written confirmation to that effect shall be annexed to the Plan or administrative measure. **Successfully completed Performance Improvement Plans shall be removed from the Employee's Personnel File eighteen (18) months after completion.**

ARTICLE 18 – EMPLOYMENT AND LAY-OFF PRIORITY

18.3 The employee with the least seniority in the affected faculty or service, **the Bargaining Unit President or designate, the Director of the Faculty or Service or designate, and a representative of Labour Relations, Human Resources shall meet where the employee** will receive a letter notifying him that ~~the~~ their position has been ~~eliminated~~ **abolished and they will be placed on the employment priority list.**

18.x (NEW) **During the employment priority period the employee shall have the right to apply on all regular bargaining unit jobs or any other jobs. If an employee applies on a position he shall notify Human Resources, and the Bargaining Unit President of their interest in the position.**

18.6 During the employment priority period, the employee works in a position on temporary assignment, either in his-her faculty or service or elsewhere at the University, at his-her regular rate of pay. The University determines the temporary assignment according to the needs of the service, the faculty or the University.

18.16 The employee has the choice ~~of: to either~~ **accepting** the severance payment in 18.15 or be placed on the call-back list for a period not to exceed twelve (12) months with laid-off status. **If the call-back list status is chosen, the employee will have laid-off status and will be treated as an internal applicant for all vacant regular positions and the University continues to provide the employee's insured benefits for a maximum period of two (2) months in the same distribution as usual.**

ARTICLE 21 – PREMIUMS

Premiums for Additional Responsibilities

21.5 When the University temporarily, for a period equal to or greater than fifteen (15) working days, assigns employee responsibilities beyond his normal duties and not included in his job description, the employee receives a second source of salary. **It is understood that the employees must agree to these new responsibilities,** ~~regardless of the reason for this assignment.~~ This additional remuneration is for the entire duration of the assignment and is paid retroactively **to the beginning of** the first day the employee takes on the responsibilities.

21.6 Such remuneration is determined according to Article 14.11, if the responsibilities are carried out during normal work hours. If the responsibilities are at the same level or a lower level, but the number of work hours is higher, **then** the employee is paid overtime, under the terms and conditions of Article 20, "Overtime."

ARTICLE 22 – STATUTORY HOLIDAYS

22.3

a) If December 23 or December 24 falls on a Saturday or Sunday, floating leave days are granted **within 60 calendar days** in the following calendar year to employees employed by the University on December 31 of that year, subject to the following terms and conditions:

- December 23: one day of floating leave
- December 24: half a day of floating leave

If one of the statutory holidays coincides with an employee's weekly day of rest other than Saturday or Sunday, the employee is granted a day of holiday leave at a later date agreed on by the employee and his supervisor.

22.4 Employees who are asked to work during a statutory holiday listed in Article 22.1 are paid at a rate of one-and-a-half (1½) times ~~the~~ **their** regular hourly rate in addition to their base salary, or receive the equivalent in time off work.

22.5 ~~Except for December 23 and 24 (morning), employees~~ Employees asked to work during the holiday leave listed in Article 22.2 other than the statutory holidays listed in Article 22.1 have the choice to receive equivalent paid time off work or be paid at the regular hourly rate of pay in addition to their base salary. The method of

payment must be established before the holiday by the relevant authority of the faculty or service along with the employee.

~~22.6 Employees asked to work on December 23 and 24 (morning) receive floating leave as a replacement during the following calendar year.~~

ARTICLE 25 – VARIOUS PAID LEAVE

25.5 Bereavement leave

An employee shall be entitled to a leave of five (5) working days with pay in the event of the death of a close relative. The term "close relative" is limited to the employee's mother, father, foster mother, foster father, sister, brother, spouse, children, **step-children**, mother-in-law and father-in-law.

ARTICLE 26 – ~~CHILDCARE LEAVE~~ MATERNITY/PARENTAL LEAVE

26.8 Parental leave

26.8.1 Employees who hold a regular position at the University, have completed a minimum of twelve (12) months of service and are entitled to the above parental leave receive the following benefits for the first six (6) weeks of leave following the adoption of a child or after the employee first obtains care of a child. During the six (6) week period, including any applicable waiting period, the University shall pay to the employee the difference between:

- a) Ninety-five percent (95%) of the employee's regular base salary and
- b)
 - i. the amount of the applicable government program benefit that the employee receives if the parental leave (standard or extended) begins prior to December 31, 2021 April 30th 2022;
 - ii. the maximum level of the applicable government program available to any person whose salary corresponds to the employee's salary if the parental leave (standard or extended) begins April 30th, 2022 and thereafter.

Minutes of Settlement Provision: The University shall provide to the Union prior to the ratification, the name and contact information for all members who have taken an extended parental leave since May 1, 2019. The Union shall inform the University of any member who took an extended parental leave and who received a top-up from 55% from the applicable government program rather than 33% of their pre-leave salary.

The University will make these members whole by providing the top-up difference between 33% and 55% at a time that would not negatively impact the benefits they receive from the applicable government program.

The Union will then withdraw all grievances (including without limitation grievance number 2020-04 and number 2020-06) for members who took the extended parental leave and received a top-up amount from the maximum benefit rather than from the benefit amount they received.

ARTICLE 27 – SICK LEAVE

Definitions:

Total Disability: An employee is considered to be totally disabled when suffering from a total and uninterrupted disability attributable to an injury, sickness, complication resulting from pregnancy, or a mental condition. The employee is unable to perform the duties of the usual position for the duration of the maximum number of sick leave days. Subsequently, the conditions established by the insurance provider in the article on extended long-term disability apply.

Partial Disability: An employee is considered to be totally disabled when suffering from a total and uninterrupted disability attributable to an injury, sickness, complication resulting from pregnancy, or mental condition. The employee is unable to perform the duties of the usual position for the duration of the maximum number of sick leave days. However, with the University's approval, the employee may perform a proportion of the usual duties of ~~his~~ **their** the position or another position with similar duties. The salary received for the duties performed shall be at least 30% less than ~~his~~ **their** regular salary. An employee cannot be partially disabled before having met the definition of total disability.

Medical note: means a medical statement signed by a physician that includes the date of consultation, the employee's dates of absence, the doctor's name, and the registration number of the College of Physicians.

Medical certificate: means the confidential request form for medical information from the attending physician which can be found in Appendix A of the Agreement.

~~27.1~~

~~27.1.1 A regular employee who has not completed his probationary period shall accumulate one day (1) of sick leave per month, up to a maximum of six (6) working days, which can be used during his probationary period.~~

~~27.1.2 Effective September 1st, 2016~~ A regular employee who has not completed **his three (3) months of their** probationary period shall accumulate one day (1) of sick leave per month, up to a maximum of ~~six (6)~~ **three (3)** working days, which can be used during ~~his~~ **their** probationary period.

27.2 A regular employee who has completed **three (3) months of his** ~~their~~ probationary period receive the following sick leave benefits if ~~he~~ **they** meets the definition of disability:

a) One hundred per cent (100%) of the base salary for a maximum of one hundred and nineteen (119) calendar days from the first day of the total disability due to an accident or illness, and for each disability owing to a separate cause, including complications resulting from a pregnancy. A gradual return to work or a return to work part time/part-time job shall be included in the calculation of the one hundred and nineteen (119) calendar days of sick leave granted to the employee.

b) Sick leave benefits is payable for a maximum period of one hundred and nineteen (119) calendar days or for a period ending on the employment termination date, whichever period is shorter.

- c) Benefits are reduced: i) by the amount of compensation paid by the Workplace Safety and Insurance Board (WSIB) if they are received, with the understanding that normally the University pays the sick leave pay, or
- ii) by the amount of similar benefits for which the employee is eligible by reason of sickness or accident from a governmental or private insurance plan, except Employment Insurance.

Conditions

27.3 Eligible employees who become totally disabled may collect benefits on the following conditions:

a) At the beginning of the disability period, the employee informs the supervisor of the anticipated length of absence. Should the employee be working shifts, the supervisor shall be advised of the absence at least two hours before the start of the employee's regular shift. If the leave exceeds the period, the employee or ~~his~~ **their** agent shall notify the Human Resources Service, Health and Wellness Sector, of any change to the expected return date as soon as it becomes known. **Following an employee's sick leave, upon their return to work, they must enter ~~his~~ their used days of leave into the University's electronic leave system.**

b) A medical note is required in the following cases:

- i) When sick leave exceeds four (4) consecutive working days;
- ii) When the employee's sick leave record casts serious doubt on the validity of the declaration, even when the sick leave is less than four (4) consecutive working days; in this case, the functional limitations are requested;
- iii) The Health and Wellness Sector must receive the medical note within five (5) working days following the employee's return to work unless a valid reason is given by the employee.

c) The medical certificate must be filled out by the attending physician when the disability exceeds ten (10) workdays, within a maximum of twenty (20) calendar days after the first day of absence; otherwise, the sick leave is without pay and the faculty or service will stop the salary on that date and the days off work used up to that date will be treated as annual leave. If the employee's annual leave has been exhausted, the absent days will be treated as leave without pay and a record of employment will be issued for potential benefits from the federal Employment Insurance program.

d) The medical certificate must be renewed on a monthly basis following the receipt of the first medical certificate.

e) **Should the University not receive satisfactory medical information from the attending physician medical practitioner, then** ~~At any time during the sick leave, the University may require the employee to undergo an independent medical examination (IME) by a university-appointed doctor to determine if the employee is eligible for sick leave benefits~~ **or is able to return to work.** The University will pay for the examination.

- i. **The University shall ~~provide~~ inform the employee and the Bargaining Unit President when it wishes to have an IME conducted and shall provide them with the names of three (3) duly qualified medical practitioners. The employee shall select one of those practitioners to conduct the examination. The University can verify the reason for the absence and determine the nature and length of the absence.**

Prior to choosing the independent medical practitioner, the employee and the Bargaining Unit President will have the opportunity to review the scope of the independent medical exam.

- ii. **The independent medical report will be forwarded to the employee's treating physician. The Bargaining Unit President or designate will be provided with a copy of the medical report upon written request by the employee.**

f) When the medical certificate or examination(s) do not confirm a sick leave due to disability but the attending physician maintains that the employee cannot return to work, the employee is on leave without pay. A medical certificate is required every month to maintain the unpaid-leave status for a maximum of one hundred and nineteen (119) calendar days, then every six (6) months thereafter. The conditions set out in the article on seniority apply to the accumulation and retention of seniority during this period. The employment is terminated two years after the start of the absence.

Accommodation

27.4 Wherever possible and reasonable, the University accommodates employees with functional limitations to facilitate their return to work after an accident or illness. If possible, and depending on the accommodations to be made, the parties can also decide to place an employee in a vacant position with other responsibilities that are in keeping with the functional limitations. The employee, the employee's supervisor, the Union and a University's representative will attend all meetings during the workplace accommodation process.

27.5 When an employee who has not been given sick leave benefits requires reasonable accommodation according to his attending physician, the University ~~with valid reasons provided in writing~~ can obtain an assessment from a **medical practitioner** to determine the functional limitations and the accommodations required. **The process for selecting the medical practitioner shall follow article 27.3 e).** The University will pay the cost of such examinations.

27.6 The Employee shall notify the Health and Wellness Sector, of the health condition, disability or impairment preventing ~~him~~ **them** from meeting the job requirements.

27.7 The employee provides the Health, Wellness and Leave Sector, in strict confidentiality, the information and documents from health professionals to properly explain the nature and extent of the accommodation requested.

27.8 The employee and the Bargaining Unit support and collaborate with the University in its efforts to identify and provide the necessary accommodations, in particular by helping identify solutions that the University can reasonably consider to meet the employee's needs.

Return to work after sick leave

27.9 When a sick leave exceeds more than twenty (20) working days, the employee must provide a document attesting that ~~he is~~ **they are** fit to work from ~~his~~ **their** attending ~~physician~~ **medical practitioner** before being able to return to work. This document can be the medical certificate filled out at the beginning of the sick leave, provided that the return-to-work date has not changed. The certificate can be used to verify whether the

employee is fit to return to work and to identify any accommodation or restriction measures to be followed during the work reintegration period.

Return to work after a workplace accident

27.10 An employee returning from sick leave as a result of a workplace accident can return to the position that ~~he~~ **they** held before the workplace accident, with or without reasonable accommodation, if ~~he~~ **they** returns within the period of one hundred and nineteen (119) calendar days of sick leave. If the absence is longer, the University shall adhere to the following conditions (the shortest term apply):

- a) up to one year after the employee was declared fit to resume the core duties of his position in connection with a return to the employee's position;
- b) two years after the injury or sickness;
- c) the date on which the employee reaches 65 years of age.

Confidentiality

27.11 In order to protect confidentiality, medical notes and certificates must be forwarded directly by the employee to the Human Resource Services' Health and Wellness Sector.

27.12 An employee is not required to disclose either the nature or symptoms of the illness nor the name of the ~~attending physician~~ **treating medical practitioner** to ~~his~~ **their** supervisor.

27.13 The Human Resources Service, Health and Wellness Sector, shall not disclose information contained in medical records or medical information without the employee's written consent. In accordance with article 27.7, this does not include information on the accommodations required for a return to work.

Renewal of sick leave benefit period

27.14 To renew the maximum period of one hundred and nineteen (119) calendar days of sick leave, the University may require a certificate of good health, which is to be granted by the ~~attending physician~~ **treating medical practitioner**. An employee who has received sick leave benefits must:

- a) **Return to work for one (1) full working day in the case of a completely unrelated and different disability cause, the accident or sickness having occurred after the day of return to work. This cannot be a day of annual leave and the employee must be present at work;**

Return to work for thirty (30) consecutive calendar days if the disability results from the same cause. During this period of thirty (30) consecutive calendar days, the employee cannot take annual leave.

Limitations :

27.15 An employee who misses work after receiving a notice of termination of employment is not eligible for sick leave benefits unless ~~he~~ **they** provides a certificate of disability issued by a ~~doctor~~ **medical practitioner** and accepted by the Health and Wellness Sector.

27.16 Sick leave benefits cannot be accumulated and are never reimbursable.

27.17 When an employee is injured or sick during leave without pay, ~~he is~~ **they are** not eligible for sick leave benefits during the period of unpaid leave. In such case, the beginning of sick leave as outlined in section 27.2 is the date indicated on the medical certificate submitted to the Health, Wellness and Leave Sector. The employee may be eligible for compensation payments for sick leave from the first day of the scheduled end of the leave, and for the remaining days of ongoing one hundred and nineteen (119) calendars-day period.

27.18 Employees who are not accepted by the Long-Term Disability Insurance Plan shall not receive sick leave benefits. If the ~~attending physician~~ **treating medical practitioner** maintains that the employee cannot return to work, the employee shall be on unpaid leave. A medical certificate shall be required every six (6) months. The terms as provided for in the article on seniority shall apply to the accumulation and maintenance of seniority during this period. The employment shall be terminated two years after the beginning of the absence.

27.19 Sick leave benefits are not granted under the following circumstances:

- a) Injury or sickness voluntarily self-inflicted with the sole purpose of benefiting from the provisions of this article;
- b) Voluntary involvement in the event of riots, wars or turbulent demonstrations;
- c) Diseases or injuries sustained while committing an act recognized as a criminal offence by a duly constituted court or while serving a prison sentence;
- d) Pregnancy (however, complications arising from the pregnancy are covered by this article upon presentation of a medical certificate from the University of Ottawa);
- e) Where the employee also receives vacation pay;
- f) A strike, except if the valid disability started before the beginning of the strike and a medical certificate was provided prior to the strike;
- g) All beauty treatments or cosmetic procedures other than for health reasons;
- h) When the employee reports sick for work and on the same day attends a course or another job;
- i) The employee is under suspension and the suspension was not overturned through the grievance process.

~~Drug Addiction, Alcoholism and Other Recognized Addictions~~

~~27.20 If an employee's disability is due to drug addiction or alcoholism, the employee shall not be eligible for sick leave benefits unless the leave is for the time required for treatment under the care of a physician or other recognized professional, or in a recognized professional institution upon recommendation of a duly qualified physician.~~

Sick leave for term employees

27.21 Term employees shall accumulate one (1) day of sick leave per month.

~~Effective September 1st 2016, term employees shall accumulate one day (1) of sick leave per month.~~

~~For any term employee who was on sick leave during the period from May 1 2016 to August 31, 2016 but did not~~

~~have sufficient sick leave credits, shall be credited up to two (2) days of annual leave upon request to Human Resources Service. Term employees shall have until September 1, 2017 to request this adjustment.~~

27.22 In the case of long-term sickness, the employee is entitled to the days of sick leave that ~~he has~~ **they had** accumulated and will then have to submit a request to Employment Insurance for the remaining period.

27.23 Sick leave can be accumulated when a contract is renewed but is not cashable. In this case, the unused sick leave from previous contracts in a position of continuous service shall be credited up to a maximum of fifteen (15) working days.

27.24 The same terms, conditions and limitations regarding sick leave for regular staff apply, as long as the sick leave was accumulated and will be used.

Leave for medical appointments and treatments

27.25 Employees shall endeavor at all times to schedule their medical appointments outside of work hours or at the beginning or end of the work day to minimize the impact of their absence on their work sector.

27.26 Reasonable notice must be given to the supervisor when a medical appointment or treatment has been scheduled.

27.27 A maximum period of three point five (3.5) **consecutive** hours is granted for each preventive or diagnostic appointments with a doctor, dentist or optometrist. If an individual absence of more than three point five (3.5) hours is required, this period will be accounted for and treated as sick leave unless the time is made up for in hours of work.

27.28 All appointments for medical treatment purposes are accounted for and treated as sick leave and validated by the Health, Wellness and Leave Sector. Employees accumulate hours approved for appointments and enters them into the University's electronic leave management system as half-days or full days of sick leave.

ARTICLE 30 – OCCUPATIONAL HEALTH AND SAFETY

30.X (new) An Employee has the right to refuse unsafe work in accordance with the Occupational Health and Safety Act.

ARTICLE 34 – TEMPORARY SHUTDOWN OF UNIVERSITY

34.1 When the University decides to authorize, for a compelling reason, the majority of employees to leave work before the end of their normal workday **or to stay home**, employees will not be subject to any loss of regular salary.

ARTICLE 38 – ACCESS TO CERTAIN POLICIES

38.1 Employees continue to receive benefits provided for under the following University policies **where the University shall consult with the Bargaining Unit before making changes:**

Policy 4: Training and Development and;

Policy 78: Training and Development of the Support Staff.

Policy 7: Relocation Expenses.

Policy 22: Tuition Fee Financial Support for Spouses and Dependents of University of Ottawa Staff Members;

~~38.2 Employees continue to receive benefits provided under the following policies, in respect of which the University shall consult with the Bargaining Unit before making changes:~~

~~Policy 13: Second Mortgage for the Purchase of a House;~~

38.23 In the case of a contradiction between a policy and a provision of the Agreement, the Agreement shall be applicable and shall take precedence.

38.34 The University agrees to maintain for regular employees, its practice for granting Refresher leave in accordance with the provisions of Policy 63 in effect or as amended by the Board of Governors until the expiration of the Agreement.

ARTICLE 40 – FONDS DE DÉVELOPPEMENT DE CARRIÈRE

45.1 Un fonds de développement de carrière est maintenu pour rembourser les dépenses encourues par les membres du personnel de soutien pour des cours/activités reliées au développement de leur carrière à l'Université, afin de leur offrir des possibilités d'avancement professionnel et d'encourager les membres du personnel à faire des études et à acquérir des qualifications qui favorisent leur mobilité d'emploi à l'Université.

À compter du 1er mai 2020, les employés pourront soumettre en plus des dispositions prévues au présent article, des dépenses pour des cours/activités reliées au maintien ou à l'amélioration de leurs qualifications ou leur expérience professionnelle dans leur poste actuel.

45.2 Une somme de 24 000 \$ est mise à la disposition des employés selon les mêmes modalités et lignes directrices que celles qui existaient lors de l'émission du certificat d'accréditation du Syndicat. **À compter du 1er mai 2020, cette somme sera de 50 000 \$, versé annuellement. À la demande de l'unité syndicale, il recevra un rapport d'utilisation et le statut du fond.**

ARTICLE 42 – RETIREMENT ALLOWANCES

Add the following as the Preamble to Article 42

1. All employees hired on or after the date of ratification [INSERT DATE AFTER RATIFICATION] will not be eligible for the retirement allowance as per Article 42.
 2. All employees within the bargaining unit at the date of ratification will continue to accumulate service towards the retirement allowance calculation.
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ARTICLE 43 – GROUP INSURANCE

43.2 Term employees shall be eligible for certain group insurance coverage when they have accumulated **one (1) year** ~~two (2) years~~ of continuous service, as provided in the following articles.

Effective January 1, 2021: Extended Health Care (EHC) premium costs shall be shared between the employee and the employer. The employer will pay 92% of the premium and the employee will pay 8%.

Explanatory Note: The estimated annual cost as of January 1, 2021 for a member with a Family EHC plan is \$244 or \$10.16 per pay. For a member enrolled in a Single EHC Plan, the annual cost is estimated to be \$95.20 or \$3.96 per pay. ** Estimate to be updated by Human Resources shortly.

***** Health Care Spending Account (HSCA) dollars can be used to cover premium share cost. *****

a. The following changes shall take place on January 1st, 2021:

- i. **Eligible prescription drugs will remain reimbursed at 100% (No Cap or Out-of-Pocket)**
- ii. ~~Members shall be provided with 100 % Employer paid private hospital room coverage for each covered person.~~ **Maintain current Optional Hospital Room Coverage (semi-private or private) at the member's full cost. (Explanatory Note: The cost to the University for 100% Employer paid Private Hospital Room coverage was estimated to be \$188,361 for a benefit that was limited in its applicability since there are few available private or semi-private hospital rooms.)**
- iii. Psychotherapy – Psychotherapist, **Psychologist**, Psychoanalyst, Marriage/Family therapist, Clinical Counselor and Clinical Social Worker: 50% per visit up to a combined maximum of \$3,000 **(an increase of \$2000 per year)** for each covered person per calendar year
- iv. Vision care benefit shall be enhanced to \$400 for lenses **(increase of \$150 per 2 years)** and \$100 for exams **(increase of \$20 per 2 years)** (every 2 years) for each covered person
- v. **NEW BENEFIT:** Hearing aids up to 2000\$ for each covered person every 5 years
- vi. Effective January 1, 2021 and on an annual basis thereon, active PSUO-SSUO Members as of May 1, 2019 or later shall have access to an annual Health Care Spending Account (HCSA) **in the amount of \$350 [Explanatory Note: an additional \$50 from current amount]** funded by the Employer (with a carry over of expenses from the previous calendar year, as per Income Tax Act rules).
- vii. All other benefits (Dental, Life Insurance, Long Term Disability) no changes / status quo.

ARTICLE 44 – SALARIES

Salary Increases (Article 44):

- May 1st, 2019: 1.00% ATB
- May 1st, 2020: 1.00% ATB
- May 1st, 2021: 1.00% ATB

Salary and Bill 124 Memorandum of Agreement

- i. It is understood and agreed that the salary increases identified in Article 44 are agreed to without prejudice to OSSTF-FEESO's right to continue its application in Court File No. CV-20-636421-000 challenging the constitutionality of the Protecting a Sustainable Public Sector for Future Generations Act, 2019, SO 2019, c 12, and to obtain a remedy in relation to the same.
- ii. In the event that Bill 124, Protecting a Sustainable Public Sector for Future Generations Act, 2019 is withdrawn or amended through legislation or regulation by the Ontario Legislature to provide for increases in compensation above 1%; or is overturned by the courts and not replaced with similar legislation with provisions about compensation increases, then, in such case, the Parties will agree to meet to re-engage in discussion solely to negotiate potential additional percentage increases intended by the provisions of Article 44 in the Collective Agreement for each year of the contract expiring April 30, 2022.
- iii. During the course of collective bargaining, the Parties reached agreement on a number of other matters that are incorporated into the collective agreement commencing May 1, 2019, none of which impact the percentage of wage increases and fall within the ambit of the Act. Accordingly, the Parties shall not re-engage in discussions on such matters should the Parties meet to renegotiate as per paragraph 2 of this MOA.
- iv. Should the Parties reach impasse on the quantum and/or the retroactivity of any additional percentage increase as per this MOA, it shall be remitted to a mutually agreeable third party for mediation and/or adjudication.
- v. This MOA is effective on the date of signature by both Parties and shall remain binding on the Parties until the earlier date of either the withdrawal or amendment of Bill 124 to provide for potential increases in compensation above 1% for the 3-year moderation period from May 1, 2019 to April 30, 2022 or the Courts overturn Bill 124. Should either event occur, then the Parties will be able to renegotiate potential retroactive salary adjustments and, should an impasse be declared by either Party, the question shall be remitted to a mutually agreeable third party for mediation and/or arbitration.

Provisions from Minutes of Settlement:

- Article 44 will be modified to incorporate the above salary changes and their applicable dates as part of the editing and translation of the final agreement.
 - Salary increases shall be retroactive to all current and former PSUO-SSUO members who worked after April 30, 2019. Required adjustments, as applicable, to pensions, long term disability benefits, WSIB benefits, and all statutory leave benefits will be applied in a timely manner which shall not financially disadvantage any current or former member.
 - Retroactive salary payments shall be provided to members within ninety (90) days of the ratification; however, a request for an additional thirty (30) days would not be unreasonably denied. Union dues shall be deducted and remitted to OSSTF/FEESO for all retroactive payments.
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ARTICLE 48 – TERMS OF THE AGREEMENT

48.1 Once signed by the authorized party representatives, the Agreement shall be in effect until April 30, ~~2019~~ **2022**, unless otherwise provided for in the Agreement. It shall come into effect upon ratification by the parties.

48.3 If the parties have not ratified a new agreement on or before April 30, ~~2019~~ **2022**, then all provisions of the Agreement shall continue in force until the ratification of a new agreement.

ARTICLE 50 – JOB DESCRIPTIONS

50.1 The University and the Bargaining Unit acknowledge that the assignment of work and job duties to the employees is a management right. Every employee shall have an evaluated job description and it:

- a) Shall reflect the typical responsibilities and requirements of the job;
- b) Shall be ~~given made available~~ to the employee;
- c) Shall be reviewed regularly by the manager in consultation with the employee, and at least every three (3) years;

50.2 Where there are significant changes to a job description signed by the employee, the employee's supervisor, the Dean or the Director or their delegate, the submission of this job description to the job evaluation committee will not be unreasonably withheld or delayed by a Faculty or Service. **The decision as to whether or not an updated job description requires evaluation due to significant changes shall be made by the Joint Job Evaluation Committee Co-Presidents.**

50.3 (new) If applicable, retroactivity shall be calculated to the effective date indicated on the signed job description.

LETTERS OF AGREEMENT

OVERTIME HOURS COMPENSATION TRACKING

- WHEREAS** the parties recognize university employees voluntarily work overtime hours as per the provisions of Article 20 of the collective agreement;
- AND WHEREAS** the parties recognize university employees have the option of being compensated for overtime hours worked in either money or lieu-time;
- AND WHEREAS** the union has requested statistics regarding the number of overtime hours worked by its members;
- AND WHEREAS** the only statistic currently available are the overtime hours that have been paid;
- AND WHEREAS** it is the University's intention to investigate the options regarding the implementation of a tracking solution for the compensation of overtime hours;
- THEREFORE** the University agrees to consult the Union on a regular basis of the status of this project;

The University will inform the Union when the project begins and will identify the milestones for its implementation.

Letter of Understanding (LOU) on Financial Support By the University for the Cost of Renting Office Space Occupied by the Bargaining Unit at 559 King Edward, Ottawa, Ontario

The Parties agree to renew the above noted LOU; maintaining \$14.00 per square foot for the duration of the Collective Agreement.

LETTER OF AGREEMENT - EMPLOYMENT INSURANCE PREMIUM REDUCTION

The Parties agree to renew the above noted LOU. The Parties also agree to meet, following the ratification of the Collective Agreement, for the purpose of discussing pending CRA decision.

TELEWORK INITIATIVE MEMORANDUM OF UNDERSTANDING

The Parties agree to discuss any initiative with respect to telework or other remote work policies and guidelines. These policies and guidelines shall respect the provisions in Article 19 – Hours of Work, specifically 19.13 (a) to (e) - Flexible Schedules. Requests for telework will be considered on an individual basis.

PENSION PLAN LETTER OF AGREEMENT

The parties agree to engage in a facilitated discussion regarding the University of Ottawa Retirement Pension Plan. Discussions will include, but will not be limited to, the status of the Plan, the Plan's sustainability, the future of the plan and the implications of the newly created University Pension Plan (UPP) which is a JSPP.

Upon mutual consent, these discussions can either take place in a joint SSUO and University of Ottawa Committee or in a broader committee with representation from other employee groups.

The parties agree that the Union will have access to two (2) half day information sessions held during the Pension Plan Committee (PPC) meetings for the next three (3) years. These sessions are intended to foster and develop knowledge and expertise in the world of pensions in the context of the University sector.

The parties agree that the PSUO-SSUO will nominate two (2) additional attendees to these half day sessions.

The terms of reference of the Committee may be facilitated by mediator Kaplan, if needed. Committee discussions will occur during the life of the Collective Agreement commencing on May 1, 2019.

Other Provisions from the Memorandum of Settlement

1. The Parties agree that the terms of this Memorandum of Settlement constitute a full and final settlement of all matters in dispute between them concerning the renewal of the May 1, 2016 to April 30, 2019 Collective Agreement.
2. The Parties agree that the term of the collective agreement shall be from May 1, 2019 to April 30, 2022 and shall contain the terms and conditions found in the previous Collective Agreement except as modified by Appendix A attached hereto and the provisions of this Memorandum.
3. This Memorandum of Settlement shall remain in force and effect despite the signing of the Collective Agreement and shall be grievable and arbitrable under Article 11 of the Collective Agreement.
4. The members of both negotiating teams undertake to recommend complete acceptance of the terms of this settlement to their respective principals.
5. The terms of this settlement shall not be made public until it has been ratified by the University of Ottawa Board of Governors and by the PSUO-SSUO Membership.
6. The parties agree that the agreement shall be considered to be fully ratified on the first day that the Board of Governors and the PSUO-SSUO membership have both voted in favour of ratification. The parties will endeavor to complete all necessary preconditions and the ratification processes by November 20, 2020.
7. Translation of the collective agreement shall be completed by an agreed to professional translator within sixty (60) calendar days of the signing of the Minutes of Settlement. The Parties shall equally share the costs for the translation.
8. Effective upon the signing of this Memorandum of Settlement, OSSTF/FEESO agrees to suspend any PSUO-SSUO job action pending the outcome of the ratification process.
9. The University agrees not to lockout, or to make any change in terms and conditions of employment, pending the outcome of the ratification process.

10. There shall be no reprisals against any member of OSSTF/FEESO and the PSUO-SSUO who has participated in a lawful strike. No member shall suffer discrimination, harassment, or any form of reprisal brought about as a result of lawful strike action. Members shall not be unreasonably put on administrative measures due to returning from strike.
11. For any PSUO-SSUO member who had a pre-approved paid leave day scheduled on a day there was a full withdrawal of service, and the day was approved prior to the full withdrawal of service, the University shall provide payment consistent with the collective agreement.
12. For any PSUO-SSUO member who had notified the University prior to the full withdrawal of service they would be taking a Maternity and/or Parental leave, shall be provided with the appropriate top-up amounts they were entitled to had the job action not occurred. This payment shall be made at a time that will not reduce the member's entitlement to benefits for Employment Insurance or its equivalent program in Québec.
13. For the period of the strike, the University shall provide a credit to all PSUO-SSUO members who had purchased a parking pass for the month of October to be applied towards the cost of their November 2020 parking pass.
{Explanatory Note: List of members who had purchased a parking pass for the days of the strike has been provided to the Union and the University will provide a mechanism to apply the credit to a future month other than November.}
14. A full withdrawal of service day shall not be construed to be a break in the continuity of service for any PSUO-SSUO member. For purposes of calculating seniority, experience, benefits coverage, sick leave, paid vacation (annual leave)/vacation pay, statutory holiday pay, the retirement allowance plan and benefits, there shall be deemed to have been no interruption of service by PSUO-SSUO members during the period of the legal strike commencing on October 19, 2020 and the end of the strike as terminated upon ratification by both the University and the PSUO-SSUO Bargaining Unit.
15. For members within their probationary period, the strike days shall not extend their probationary period.
16. For members on Priority Employment or Performance Improvement Plans, the strike days shall extend their end dates of those periods.
17. The Employer will place on the meeting agenda of the next Pension Plan Committee meeting for discussion and the employer will support to the Pension Plan Committee and the Board of Governors the purchase of and the payment for lost pension credit for each full day of strike for Pension Plan members who participate in a strike or lockout.

The Parties will meet prior to the University of Ottawa Pension Plan Committee (UOPPC) meeting to discuss the upcoming agenda items, including the issues described above.
18. This Memorandum of Settlement may be executed in counterparts and may be signed and returned via facsimile, email or other non-alterable electronic delivery. Signatures of the Parties transmitted by facsimile, email or other non-alterable electronic delivery shall be deemed to be their original signatures for any purpose whatsoever.
19. The Memorandum of Settlement and all documents in Appendix A are subject to errors and omissions.