ENTENTE PROPOSÉE

CONVENTION COLLECTIVE
1 MAI 2022 AU 30 AVRIL 2025

TENTATIVE SETTLEMENT

COLLECTIVE AGREEMENT
1 MAY 2022 TO 30 APRIL 2025

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)

OSSTF/FEESO

Personnel de soutien Université d'Ottawa
PSUO SSUO | OSSTF FEESO
Support Staff University of Ottawa

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.

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Lettres d’ententes/Letters of Agreement

Renouvelées sans changement ou des changements mineurs
Renewed without change or minor changes

1. Préambule / PREAMBLE.
2. Représentation à divers comités /Representation on Various committees.
3. Rétablissement des heures de travail de certains employés / Restoration Of Hours Of Work Of Certain Employees.
4. Espaces occupés au 559 King Edward/Lease of Space at 559 King Edward.
5. Création d'un comité conjoint pour la révision des textes déjà traduit.
6. Telework Policy: Should the University decide to survey or conduct focus groups during the pilot project regarding telework, the University will notify the Union in reasonable time and will share the results pertaining to PSUO-SSUO members.

Agreed Article Changes

ARTICLE 8 – HARASSMENT, DISCRIMINATION AND VIOLENCE

- Rajout: Il n'y aura aucune discrimination, y compris la discrimination raciale ou le harcèlement, à l'encontre d'un employé en raison de sa race, de son ascendance, de son origine ethnique ou de son sexe etc
- Added: There shall be no discrimination including racial discrimination or harassment against any employee based on race, ancestry, (reflective of the Ontario Human Rights Code)
- Rajout: Les griefs seront déposés en même temps que les plaintes relatives aux droits de la personne, mais seront mis en attente des résultats de l'enquête du Bureau des droits de la personne.
- Added: Grievances will be filed in conjunction with Human Rights Complaints however placed on hold pending results of the HRO investigation

8.1 The values of the University of Ottawa and the Bargaining Unit uphold the practice of respect, fairness and courtesy, and the importance of demonstrating human dignity within professional relationships. Success in the practice of these values will foster a safe and healthy workplace free of harassment, ~~**racism,**~~ discrimination, racial discrimination and violence

8.2 There shall be no discrimination, including racial discrimination ~~**racism,**~~ or harassment against any employee based on race, ancestry, color, citizenship, etnic origin, place of origin, creed, age, disability, family status, gender identity and expression, record of offences, sex and sexual orientation or any other prohibited grounds listed in the Ontario Human Rights Code as amended from time to time. ~~any prohibited grounds listed in the Ontario Human Rights Code.~~ Workplace harassment, ~~**racial discrimination,**~~ sexual harassment in the workplace and workplace violence are also prohibited by the Occupational Health and Safety Act.

~~8.3 * For the purpose of this collective agreement the following description will apply:~~

~~**c) Racial discrimination: There is no fixed definition of racial discrimination. However, it has been described as any distinction, conduct or action, whether intentional or not, but based on a person's race, which has the effect of imposing burdens on an individual or group, not imposed upon others or which withholds or limits access to benefits available to other members of society. Race need only be a factor for racial discrimination to have occurred.**~~

8.10 The provisions set out in these articles or in University policies shall in no way affect an employee's right to exercise the remedies open to him under the Ontario Human Rights Code within the time frames set out therein nor limits the Union's right to the grievance and arbitration procedure (article 11).

It is ~~understood that grievances arising from complaints related article 8.2 above shall be the subject to Policy 67 a) or b) and their procedures. A grievance~~ that grivances ~~filed under article 11 of the collective agreement will be held in abeyance pending the results of the Human Rights Office (HRO) review~~arising from complaints related to article 8.2 and filed under article 11 of the collective agreement will be held in abeyance pending the results of the Human Rights Office (HRO) review.

Article 10.8 Discipline/Mesures Disciplinaires

- Le retrait des lettres disciplinaires après un an au lieu de 18 mois / The removal of disciplinary letters after one year instead of 18 months.
- New: Votre droit de demander pour enlever les lettres disciplinaires apres 12 mois si vous n'avez aucune mesure disciplinaire additionnelle/ Your right to request to erase your disciplinary measures after 12 months if no further disciplinary measures are recorded.

10.8 * a) 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 eighteen (18) months. Furthermore, any disciplinary measures that have been decided in the employee's favor are removed from the employee's file forthwith.

b) Twelve (12) months following the issuance of a disciplinary measures, if no additional disciplinary measure were recorded in the employee's personal file, an employee and/or the bargaining unit may request in writing to the Labour Relations sector that the disciplinary measure be withdrawn from the employee's file before the expiration of the eighteen (18) months period outlined in paragraph a).

Article 11 Procedure de grief and arbitrage - Grievance and arbitration procedure

- **Read below**

11.23 Within ten (10) working days of the filing of the grievance at Stage two (2), the employee, ~~the appropriate Dean or Director of the service,~~ the Director, Labour and Employee Relations or their designate, and a Union representative appointed by the Bargaining Unit President, shall meet to attempt to resolve the grievance.

Article 14 Affichage de poste et nominations - Job postings and appointments

- Rajout: les membres en période de probation peuvent postuler à des postes au sein de leur faculté
- Added: Members on probation period can apply for positions within their faculty
  Rajout: les détails des descriptions de poste doivent être disponibles sur demande dans les deux langues officielles
- Added: Details of job description should be made available upon request in both official languages (14.3)
- Rajout:un retroaction constructive dans les 10 jours ouvrables suivant la fin du processus de concours. (14.3)
- Added: constructive feedback within 10 business days of the completion of the competition process
- Rajout: toutes les demandes d'entretien d'embauche incluront les options de mesures adaptatives (14.4)
- Added: All requests for job interviews will include the options for adaptive measures (14.4)

- Rajout: Rétrogradation: salaire diminue de 5% pour chaque classe salariale en moins que la classe salariale de son poste actuel. (14.11)
- Added: for Demotions - salary decreases by 5% for each salary grade below the salary grade of his/her current position. (14.11)

14.1 The University posts electronically all vacant regular Bargaining Unit positions, that it wishes to fill, for a ten (10) day period. Exceptionnellement, cette période peut être prolongée pendant le congé des fêtes prévu à l'article 22,2. L'Université informera en conséquence l'unité syndicale a chaque année des dates exactes.

14.1 The University posts electronically all vacant regular Bargaining Unit positions, that it wishes to fill, for a ten (10) day period.

~~An employee cannot apply to a different position at the University during his **their** probationary period. **Should that member If the member obtained a new position during their original probationary period,in the same department/service, their probation period will continue uninterrupted.**~~

~~**Should that member obtain a position outside of their department/service, their probation period will restart (in accordance with article 12.1)**~~

~~**they will be required to complete a three-month probationary period in their new position.**~~

Un employé ne peut poser sa candidature à un autre poste à l'Université pendant la durée de sa période de probation.

Toutefois, un employé en période de probation peut poser sa candidature sur un poste régulier ou un contrat dans sa faculté/service où l'employé accompli sa période de probation.

L'employé en période de probation qui est sélectionné afin de combler un contrat ou un poste régulier dans sa faculté/service, continuera sa période de probation jusqu'à la fin des six (6) mois prévus à l'article 12 de la convention collective.

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

– the position title;

– a summary job description and responsibilities ;

– ~~a detailed job description in one or **(PSUO/UO)** both official languages;~~

the detailed job description should be made available upon request in both official languages

– the essential qualifications;

14.4 Tout employé peut poser sa candidature lors d'affichages de postes qui font partie de l'Unité syndicale. L'affichage reflètera la nature et les responsabilités du poste et exprime clairement la nature des tâches requises. L'affichage et la convocation à l'entrevue indiquent également le droit pour les employés de soumettre leurs besoins d'adaptation pendant le processus de recrutement, d'évaluation et de sélection.

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. Constructive **~~F~~feedback should be provided within 10 business days of ~~the request~~ the completion of a competition process.**

14.9 When a new regular position is created **or a pre-existing position is modified (through re-evaluation)** and it is thought that it should be excluded from the Bargaining Unit, the University informs the Bargaining Unit and will provide a detailed description of the position and its duties. The Bargaining Unit has thirty (30) calendar days from the date that it receives the notice to object. If it objects, the matter will be brought before the Ontario Labor Relations Board. The position may be filled temporarily but cannot be filled permanently before the Commission renders a decision or an agreement is reached between the parties on this matter.

14.11 Pay shall be as follows:

c) * pour une rétrogradation : Le salaire de l'employé diminue de 5% pour chaque classe salariale en moins que la classe salariale de son poste actuel. Le nouveau salaire sera arrondi à l'échelon immédiatement supérieur et ne peut être moindre que le minimum de la classe salariale du nouveau poste et ne peut également en dépasser le maximum.

Article 16 Affectation temporaire - Temporary Assignments

- **See below**

16.6 * L'employé sélectionné pour une affectation temporaire reçoit, dès le début de l'affectation, un ajustement ~~de deuxième (2e) source~~ de salaire~~,~~ conformément à l'article 14.11 a) i), b) et c), le cas échéant.

Article 17 Evaluation de rendement - Performance appraisal

Based on a New Letter of Understanding:

Periode d'Evaluation de rendement: du 1er mai au 30 juin pour coïncider avec l'année financière de l'Université; une période de transition sera mise de l'avant afin de s'ajuster avec le chevauchement de deux (2) périodes d'évaluation et de suivi des objectifs annuels.

Article 19 Heures de travail - Hours of work

- Certains secteurs pourront devancer l'horaire d'été au plus tôt au 1 mai en fonction des besoins opérationnels
    - Added to Article 19.2 "Afin de répondre aux besoins opérationnels en prévision de la rentrée scolaire du trimestre d'automne, il est entendu que certains secteurs dans les facultés/services pourront devancer l'horaire d'été au plus tôt au 1er mai tout en respectant la durée totale de l'horaire d'été. "
- Certain services/departments can accelerate summer hours based on operational needs

Article 20 Temps Supplémentaire - Overtime

- **Pas de remboursement de repas en télétravail de la maison/no meal allowance for teleworking from home**

20.19 * L'employé qui est appelé à travailler au-delà de sa journée normale prévue à l'horaire recevra une allocation de repas de douze dollars (12$) pour deux (2) heures supplémentaires et, par la suite, après chaque quatre (4) heures supplémentaires consécutive, sauf lorsque les repas sont gratuits. Lors d'heures supplémentaires travaillées durant une journée qui n'est pas à l'horaire normal, une allocation de repas est payable après chaque période de quatre (4) heures. Ces dispositions ne sont pas applicables lorsque l'employé travaille de la maison. ~~Cette allocation est payée à même la petite caisse~~.

Article 21 Primes - Premiums

21.6 * Cette rémunération est déterminée selon l'article 14.11 a) i), si les responsabilités sont effectuées durant les heures normales de travail. Si les responsabilités sont de même niveau ou de niveau inférieur, mais que le nombre d'heures de travail est supérieur, l'employé est rémunéré en temps supplémentaire, selon les modalités de l'article 20 intitulé « Temps supplémentaire ».

ARTICLE 23 – ANNUAL LEAVE

- **New: Annual Leave accumulation**
- **Rewarding service beyond 15 years**

Annual Leave Accumulation Table: (PSUO)

Years of service	Days per year	per month
At time of hire	15	1.25
1 year	16	1.33
5 years	20	1.66
11 years	21	1.75
12 years	**22 /21 (NEW)**	**1.75 /1.83**
13 years	**23 / 22**	**1.83 /1.91**
14 years	**24 /22**	**1.83/ 2**
15 years	**25**	**2.08**
17-18 years	**26 /25**	**2.08 /2.16**
19-20 years	**27 / 26**	**2.16 /25**
21-22 years	28	2.33
23-24 years	29	2.42
25 years +	30	2.5

Article 25 Divers congés payés - Various paid leaves

- **Plus flexible; More flexibility as to what is counted as special paid days (25.9)**
- **Petits-enfants inclus; Grandchildren included (25.5)**

~~25.8 * Un employé a droit à un congé payé d'un (1) jour ouvrable pour cause de déménagement lorsqu'il change d'adresse domiciliaire permanente et doit fournir une preuve de changement d'adresse au Secteur, santé, mieux-être et congés. Cependant, ce congé ne peut être utilisé plus d'une fois par année civile~~

25.9 Un congé spécial rémunéré peut être accordé jusqu'à un maximum annuel de ~~trois~~ cinq (5~~3~~) jours ouvrables à un employé pour tout autre événement jugé exceptionnel, sauf pour ceux pour lesquels une période de congé prédéterminé est spécifiée aux articles précédents. Certaines autres demandes de congés comme un déménagement, un service religieux obligatoire ou des pratiques et/ou des ceremonies spirituelles autochtones peuvent être considérés parmi le cinq (5) jours rémunéré. Advenant qu'un employé ait épuisé ses journées allouées, il peut utiliser ses heures supplémentaires accumulées ou ses congés annuels.

~~**Présence aux services religieux obligatoires**~~

~~25.16 * Une absence rémunérée sera accordée à tout employé afin de lui permettre d'assister, durant les heures de travail, à un service religieux obligatoire.~~

25.5 Bereavement leave

a) 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, grandchildren, mother-in-law, and father-in-law.

Should the funeral take place more than 320 kilometers (200 miles) from Ottawa, the employee shall be entitled to one (1) additional day to attend the funeral.

c) An employee shall be entitled to a paid leave of one (1) working day for the death of a sister-in-law, brother-in-law, step-sister, step-brother, grandparents, an uncle, an aunt, a nephew, a niece, a son-in-law or daughter-in-law of the employee or his spouse. Should the funeral take place more than 320 kilometers (200 miles) from Ottawa, the employee shall be entitled to one (1) additional day to attend the funeral.

~~b) An employee shall be entitled to a paid leave of three (3) working days for the death of a grandchild of the employee or his spouse. Should the funeral take place more than 320 kilometers (200 miles) from Ottawa, the employee shall be entitled to one (1) additional day to attend the funeral~~

~~An employee shall be entitled to a leave of five (5) working days with pay in the event of the death of a close relativefamily member. The term "close relativefamily member " is limited can be defined as but not limited to the employee's father, mother (or, alternatively, stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse 3 (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, the employee's grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides~~

~~mother, father, foster mother, foster father, sister, brother, spouse, children, step-children, mother-in-law, and father-in-law, and grandchild of the employee or his spouse~~

a) ~~b) An employee shall be entitled to a paid leave of three (3) working days for the death of a grandchild of the employee or his spouse. Should the funeral take place more than 320 kilometers (200 miles) from Ottawa, the employee shall be entitled to two one (2(1) additional day to attend the funeral~~.

~~25.8 An employee shall be granted three (3) one (1) working day of paid leave for moving his own permanent place of residence and must provide proof of change of address to the Health, Wellness and Leave Sector. Such leave can be used only once per calendar year.~~

Article 26 Congés de maternité et parental - Maternity and parental leaves

- **Moins restrictifs / Less restrictive**

26.10 * Restrictions

Les prestations supplémentaires ne sont pas payables dans les circonstances suivantes :

~~d) * l'employée qui a reçu une suspension pour raison disciplinaire avant d'avoir avisé l'Université de sa grossesse, de l'adoption, ou de la naissance à venir (père) lorsque la suspension a lieu durant le congé de maternité ou parental prévu;~~

Article. 30 Santé et sécurité au travail - Occupational Health & Safety

- **Droit des employés de refuser un travail dangereux.**
- **Enshrined employee's right to refuse unsafe work.**

30.9 An Employee has the right to refuse unsafe work in accordance with the Occupational Health and Safety Act and must respect the work refusal process ~~policy~~ established by ~~outlined through~~ the Office of Risk Management.

Article 35 Uniforms - Vêtements et outillage

- **Lire le texte en bas**
- **Reimbursement of the initial purchase or replacement cost of uniforms/equipment (with prior authorization)**

35.1 * L'Université fournit et remplace au besoin les uniformes, vêtements et outillage qu'elle juge nécessaires ou requis par une loi provinciale ou fédérale à l'accomplissement du travail des employés. Ceci inclut le remboursement ~~**raisonnable**~~ intégral du coû~~u~~t d'achat initial ou de remplacement, préalablement autorisé par la Directrice administrative ou sa déléguée approuvée.

Advenant qu'une faculté ou un service décide de faire affaire avec un fournisseur externe, l'employé devra suivre la procédure a cet effet

Article 38.3 Accès à certaines règlements - Access to certain policies

- **L'université consultera le syndicat avant d'apporter des modifications**
- **University to consult with the union before making changes.**
- **The parties understand that this clause will remain in effect unless polices have been abolished by the university.**

~~38.3 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.~~ The parties understand that this clause will remain in effect unless Policy 63 is abolished by the University.

Article 42 Allocation de retraite - Retirement allowances

- **Removed prejudiced language – (i.e.) people on long-term disability do not qualify**

~~42.1 * Les employés réguliers qui sont en congé sans solde non légiféré, n'incluant pas les congés d'invalidité de longue durée, à la date de retraite ne sont pas admissible à l'allocation de retraite. qui ne sont pas en situation d'invalidité de longue durée et qui ne l'ont pas été pour une période minimale de trois (3) mois et qui ne sont pas en congé non payé au moment de leur retraite, recevront une allocation de retraite calculée selon les modalités de cet article.~~

42.1* Les employés ~~réguliers qui ne sont pas en situation d'invalidité de longue durée et qui ne l'ont pas été pour une période minimale de trois (3) mois et~~ qui ne sont pas en congé non payé au moment de leur retraite, recevront une allocation de retraite calculée selon les modalités de cet article.

Article 50 Descriptions de poste - Job descriptions

- **Added : Shall be reviewed regularly by the manager in consultation with the employee, during the annual performance appraisal and at least every three (3 years)**
- **Art. 50.2 includes changes to the job description = changes recorded within the following 45 calendar days**

50.1 * The University and the Bargaining Unit acknowledge that the assignment of work and job duties to the employees is a management right. ~~Any changes to the assigned work and job duties of an employee or employees such as, but not limited to, additions, deletions, modifications, substitutions, amendments shall be provided to the affected employee or employees in writing via email.~~ 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 to the employee upon hiring and be available at all times;
C. Shall be reviewed ~~regularly throughout the year~~ by the manager in consultation with the employee during the annual performance appraisal, and shall be ~~formally~~ updated at least every three years ~~two~~ (~~2~~) years;

~~At the written request of the employee to their immediate supervisor, the formal review and update to the job description must be done within the following fifteen (30) calendar days.~~

50.2 (renumbering)

In the event that the discussion between the manager and employee in article 50.1 c) leads to a revised job description, a copy of the amended job description shall be provided to the employee electronically including ny additions, deletions, modifications, substitutions and amendments within the following forty-five (45) calendar days.

A partir du 1er janvier 2023

2019-2022 Agreement VS	2022-2025 Tentative Agreement
Paramedical expenses : "Chiropractor, naturopath, osteopath and podiatrist to a maximum of $400 per practitioner for each covered person per calendar year"	Increase of total paramedical expensive coverage to $1,000 per person/year/per service (i.e physiotherapy)
Optometrist examination: $100 per person/year	Increase to $110 per person/year 100% coverage of Current Year ODA Fee Schedule
Vision Care (prescription glasses or contact lenses): To a maximum of $400 for each covered person every (2) years	Increase to $475 per person every (2) years Expanded definition to include laser eye surgery
Previous year's ODA Fee Schedule	Current Year ODA Fee Schedule

Hausses salariales de mai 2022 - Salary increases as of May 2022

2022-2025 Tentative Agreement
2022 – 3.5% increase
2023 – 3% increase
2024 – 2.5% increase

1. Article 44 of the collective agreement shall be modified to reflect the agreed to changes to economic increases, and step increases. Adjusted salary grids to be placed in annex of the collective agreement.
2. Step movement May 1st of each year and continued after the expiry of the Agreement.
3. All members who have retired on or after May 1, 2022 shall have their retirement benefits adjusted accordingly in a timely manner as soon as possible.
4. All members who are on an approved maternity or parental leave or after May 1, 2022 shall have their benefits adjusted accordingly in a timely manner as soon as possible.
5. All present and past members since or after May 1st, 2022 shall be paid retroactive payments within 90 calendar days.
6. Union dues shall be deducted from all retroactive payments and remitted to the Union.